



GOVAN MBEKI MUNICIPALITY

**TENDER NO. 8/3/1 – 05/2023
NOTICE 42/2023**

APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR A PERIOD OF THIRTY SIX (36) MONTHS

CLOSING DATE:	10 OCTOBER 2023	TIME	12H00
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NAME OF TENDERER	
TOTAL AMOUNT (MBD 3.1)	
CENTRAL SUPPLIER DATABASE NUMBER	MAAA
TAX COMPLIANCE PIN	
CONTACT PERSON	
CONTACT NUMBER	

ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES	
DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT		DEPARTMENT OF COMMUNITY SERVICES (TRAFFIC SECTION)	
Mr. Ntokozo Mabizela		Ms Happy Dlamini	
Procurement Officer: SCM		Chief of Traffic	
TEL. NUMBER	017 620 6112	TEL. NUMBER	017 638 0600
TENDER ISSUED BY			
TRAFFIC SECTION			
OFFICE: B207		TEL. NUMBER	017 620 6161
GOVAN MBEKI MUNICIPALITY		HORWOOD STREET, SECUNDA CBD	

**GOVAN MBEKI MUNICIPALITY
(GMM)**

TENDER DETAILS						
TENDER NUMBER	8/3/1-5/2023					
TENDER TITLE	APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR A PERIOD OF THIRTY SIX (36) MONTHS					
CLOSING DATE	10/10/2023		CLOSING TIME		12H00	
BRIEFING MEETING	DATE	N/A	TIME	N/A	COMPULSORY	NO
BRIEFING MEETING ADDRESS	N/A					
TENDER DOCUMENT FEE	Tender Documents can be downloaded free on the e-tender portal website: www.etenders.gov.za and GMM Website:			PREFERENCE POINT SYSTEM		80/20
BID BOX SITUATED AT	HORWOOD STREET, CDB SECUNDA, HEAD OFFICE, RECEPTION AREA					
OPERATING HOURS	The bid box is open during office hours, Monday to Friday from 07h30 to 16h30 and Friday from 07h30 to 14h00.					
OFFER TO BE VALID FOR	90 DAYS FROM THE CLOSING DATE OF TENDER		LOCAL CONTENT		N/A	

PLEASE NOTE:

- Prospective suppliers must be registered on CSD prior to submitting bids (open bids)
- Tenders that are deposited in the incorrect box will not be considered.**
- This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of contract (GCC) and, if applicable, any other special conditions of contract.
- Telegraphic, mailed or faxed tenders will not be accepted.
- No late bids after closing date and time will be accepted.
- Bids not clearly marked and unamend will not be accepted.
- Bids may only be submitted on the bid documentation provided by the municipality.
- No awards will be made to a person:
 - Who is in the service of the state,
 - If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
 - Who is an advisor or consultant contracted with the municipality or municipal entity
- Bidders need to complete ALL pages of the document; if a page, section or block is not applicable, indicate NOT APPLICABLE. All pages MUST be signed.

BIDDER'S TENDER DOCUMENTATION DECLARATION

	Question	Bidder's Response
1	Have you initialed all the pages of the tender document?	*YES / NO
2	Have you completed and signed the returnable schedules?	
2.1	▪ Schedule 1 : Resolution of board of directors	*YES / NO
2.2	▪ Schedule 2 : Resolution to enter into consortia or JV's	*YES / NO
2.3	▪ Schedule 3 : Commitments of tenderer	*YES / NO
2.4	▪ Schedule 4 : Record of addenda to tender documents	*YES / NO
2.5	▪ Schedule 5 : Compulsory enterprise questionnaire	*YES / NO
2.6	▪ Schedule 6 : Municipal service account	*YES / NO
3	Have you completed / signed and submitted all relevant information as requested by the evaluation schedules? (as and when required)	*YES / NO
4	Have you completed and signed the MBD 4 form - Declaration of Interest?	*YES / NO
5	Have you completed the questionnaire (MBD 5) regarding the declaration for procurement above R10-million and submitted your company's latest three years audited financial statements (as and when required)?	*YES / NO
6	Have you take note of the contents of par 5 of MBD 6.1 for a specific goal and points allocated	*YES / NO
7	Have you completed and signed MBD 6.2 and Annexure C	*YES / NO
8	Have you completed and signed the following form: MBD 7.1 Form - Contract form for purchase of goods / works? MBD 7.2 Form - Contract Form for rendering of services? (as and when required)	*YES / NO
10	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	*YES / NO
11	Do you understand the Special Conditions of Contract / Specifications / Terms of Reference and/or Scope of Works?	*YES / NO
12	Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES ?	*YES / NO
13	Have you completed and signed Part 2 of C1.2 (Contract Data)?	*YES / NO
14	Have you completed the MBD 3.3 form and carried over your tendered price (VAT inclusive) to Form of Offer (C1.1)?	*YES / NO
15	Have you submitted the compulsory documents	*YES / NO

BIDDER'S TENDER DOCUMENTATION DECLARATION CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.

NAME OF REPRESENTATIVE	
POSITION / DESIGNATION	
SIGNATURE	
DATE	

SCHEDULE OF DOCUMENTS

The tender documents for this contract comprises of the following:

THE TENDER

T1: Tendering procedures

T1.1. Tender Notice and Invitation to Tender (MBD 1)

T1.2. Tender Data

T1.3. Standard Conditions of Tender

T2: Returnable documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

T2.2.1 Returnable Schedules Required for Tender Evaluation Purposes

- Schedule 1 : Resolution of Board of Directors
- Schedule 2 : Resolution of Board of Directors to enter into consortia or JV's
- Schedule 3 : Commitments of Tenderer
- Schedule 4 : Record of Addenda to tender documents
- Schedule 5 : Compulsory enterprise questionnaire
- Schedule 6 : Municipal service account

T2.2.2 Compulsory Municipal Bid Documentation

- MBD 4 : Declaration of Interest
- MBD 5 : Declaration for procurement above R10-million
- MBD 6.1 : Preference points in terms of specific goals
- MBD 7.2 : Contract form for rendering of services
- MBD 8 : Declaration of bidder's past supply chain management practices
- MBD 9 : Certificate of Independent Bid Determination

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		BIDDER	WITNESS	EMPLOYER	WITNESS

THE CONTRACT

C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.1.1 Form of Offer

C1.1.2 Form of Acceptance

C1.1.3 Schedule of Deviations

C1.2 Contract Data

C1.2.1 Part 1: Data provided by the Employer

C1.2.2 Part 2: Data provided by the Service Provider

C1.2.3 Part 3: Specifications

C2: Pricing Schedule

C2.1 MBD 3.1: Pricing Schedule

C3: Terms of Reference

THE TENDER

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		BIDDER		WITNESS	EMPLOYER	WITNESS

T1 TENDERING PROCEDURES

TENDER NO.	8/3/1-5/2023					
		BIDDER		WITNESS	EMPLOYER	WITNESS

T1.1 TENDER NOTICE & INVITATION

MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVAN MBEKI MUNICIPALITY

BID NUMBER:	8/3/1-5/2023	CLOSING DATE:	10/10/2023	CLOSING TIME:	12:00
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DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF A TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR A PERIOD OF THIRTY SIX (36) MONTHS
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT (STREET ADDRESS)

GOVAN MBEKI MUNICIPALITY

HORWOOD STREET

SECUNDA CBD (OPERATION HOURS: MON TO THUR - 7h30 UNTIL 16H30 & FRI – 07H30 UNTIL 14H00)

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	Finance – SCM	DEPARTMENT	Community Services
CONTACT PERSON	Ntokozo Mabizela	CONTACT PERSON	Happy Dlamini
TELEPHONE NUMBER	017 620 6112	TELEPHONE NUMBER	017 638 0600
E-MAIL ADDRESS	ntokozo.m@govanmbeki.gov.za	E-MAIL ADDRESS	happy.d@govanmbeki.gov.za

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BIDDER

WITNESS

EMPLOYER

WITNESS

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 *BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. /+\\]]
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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		BIDDER		WITNESS	EMPLOYER	WITNESS



GOVAN MBEKI MUNICIPALITY

TENDER NO.: 8/3/1 – 05/2023
NOTICE NO 42/2023

CLOSING DATE: 10 OCTOBER 2023 AT 12H00

APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF A TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR A PERIOD OF THIRTY SIX (36) MONTHS

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), bids are hereby invited for the **Appointment of a service provider for the installation, implementation, operation, support and maintenance of a traffic contravention management system for a period of thirty six (36) months**

Tender documents and specifications are available and can be downloaded free online on the National Treasury E-tenders Portal website: www.etenders.gov.za from the 17th July 2023. Documents will not be sold at the municipality.

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The closing time for receipt of BIDS is **12:00hrs** on **10/10/2023**. Telegraphic, e-mail, unmarked and **late bids** will under no circumstances be considered and accepted. The quotation/bid box will be emptied just after closing time on the closing date. Hereafter all bids will be made public.

NO BRIEFING SESSION

Any technical enquiries relating to the BID document may be directed to the **Ms. Happy Dlamini at 017 638 0600** or happy.d@govanmbeki.gov.za

Any SCM enquiries relating to the BID document may be directed to Mr Ntokozo Mabizela **on 017 620 6193** or ntokozo.m@govanmbeki.gov.za

Fully completed bid documents, clearly marked "**Tender No. 8/3/1 – 05/2023: APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF A TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR A PERIOD OF THIRTY SIX (36) MONTHS**" with "**NAME OF SUPPLIER**" must be placed in a sealed envelope and placed in the tender box at **Secunda Head Office, Horwood Street, CBD Secunda, 2302** by no later than 12h00 on **10/10/2023**. The envelope must be endorsed with number, title and closing date as indicated above.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Govan Mbeki Local Municipality where 80 points will be allocated in respective of price and 20 points for a specific goals. Govan Mbeki Municipality Supply Chain Management Policy allocate 20 points in terms of the following: race (6), people with disability (4), youth (4), woman (4) and Implementing reconstruction and development programme (2).

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No awards will be made to a person:

- Who is not registered on the Central Supplier Database
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

The municipality reserves the right to withdraw any invitation to bid and/or to re-advertise or to reject any bid or to accept a part of it. The municipality does not bind itself to accepting the lowest bid or award a contract to the bidder scoring the highest number of points.

The following documents have to be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified)

- **Copy/ printed Tax compliance status Pin issued by SARS for municipality to verify the bidder's tax compliance status- Compulsory**
- **Copy of Company's municipal services account (not older than 3 months) or Director's Municipal Account (not older than three months) or a valid lease agreement - Compulsory**
- **Valid CSD Summary Report –Compulsory**
- **Traffic Management Software Ownership Certificate - Compulsory**
- **Three years audited annual financial statements for Bids above R10m, for companies required by law to submit annual financial statements– Compulsory**

**Mr EN MASEKO
MUNICIPAL MANAGER
GOVAN MBEKI MUNICIPALITY
Main Municipal Building
Horwood Street
SECUNDA
2302**

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		BIDDER	WITNESS	EMPLOYER	WITNESS	

T1.2 TENDER DATA

CLAUSE NO.	
	<p>The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Tender.</p>
1.1	The employer is the Govan Mbeki Municipality
1.2	<p>The single volume approach is adopted for this contract.</p> <p>The list of returnable documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the returnable documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Govan Mbeki Municipality bound up as it was when it was received.</p> <p>The tender documents issued by the employer comprise of the following:</p> <p>TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules</p> <p>CONTRACT</p> <p>Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2: Pricing Schedule C2.1 Pricing Instructions and Schedule C2.2 Priced fees and disbursements</p> <p>Part C3: Terms of reference C3 Terms of reference</p>

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		BIDDER		WITNESS	EMPLOYER	WITNESS

1.4	<p>The employer's agent is:</p> <p>Name : Ms Happy Dlamini Capacity : Chief of Traffic Address : Govan Mbeki Municipality Horwood Street, Secunda CBD, 2302 Tel: (017) 638 0600 E-mail: happy.d@govanmbeki.gov.za</p>
1.5	A competitive negotiation procedure will not be followed
1.6	<p>Tender Evaluation: Failure to submit the below-mentioned document will lead to disqualification of your bid.</p> <p><u>First Stage Supply Chain Management Compliance Evaluation :</u></p> <ul style="list-style-type: none"> ▪ Copy/ printed Tax compliance status Pin to enable the municipality to verify the bidder's tax compliance status. ▪ Copy of current municipal account (not older than 3 months and not owing for more than 3 months) or copy of valid Lease Agreement ▪ Valid CSD summary report. ▪ Audited annual financial statements for the past 3 years for Bid above R10m, for bidders required by law to submit annual financial statements – Compulsory. ▪ Traffic Management Software Ownership Certificate - Compulsory <p><u>Second Stage Evaluation of Bidders Ability to execute the project in terms SCM regulation 28 (1)(b)</u></p> <p>The following is required:</p> <ul style="list-style-type: none"> ▪ Bidders must have a combined minimum experience of 5 years or more in the provision of traffic contravention management system (Appointment letters and reference letters, must be attached as proof of experience) ▪ Bidder to provide the required traffic management modules as per specifications. Proof of the traffic management license software modules are compulsory and must be attached. Please indicate with the X mark the availability:

No	Module/s	Yes	No
1.	Traffic Administration System		
2.	Camera Module		
3.	Offender Tracking Module		
4.	Automatic Number Plate Recognition (ANPR)		
5.	Reporting Module		
6.	Vehicle impoundment Module		
7.	Accident Reporting Module		
8.	Office Book Management Module		
9.	Court Module		
10.	Housekeeping Module		
11.	AARTO Compliance Module		
12.	Roadblock Handheld Module		
13.	Handheld Traffic Fine Module		
14.	Free Online Portal Viewing Module		
15.	Call Centre Support Module		
16.	Intergration to MSCOA System Module		

Third Stage Evaluation on 80/20 point system

- 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million.
- 80 points will be allocated for total bid price
- 20 points will be allocated for a specific goal in terms of preference point system as per the completed MBD 6.1

1.7	Site visit and clarification meeting NONE
1.8	The closing time for submission of tender offers is as indicated in the tender notice and invite
1.9	Alternative offers will not be considered
1.10	Additional copies of the tender offer, document will not be required
1.11	<p>The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are:</p> <p>Location of tender box : Govan Mbeki Municipality</p> <p>Physical address : Ground floor, Secunda Municipal Building, Horwood Street</p> <p><u>Identification details:</u> As indicated in the tender notice</p> <p><u>Tender No. 8/3/1-5/2023 : Appointment of a service provider for the installation, implementation, operation, support and maintenance of a</u></p>

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		BIDDER		WITNESS	EMPLOYER	WITNESS

	traffic contravention management system for a period of thirty six (36) months
1.12	A two-envelope procedure will not be followed
1.13	The site of works is located at Govan Mbeki Municipality
1.14	The location for opening of the tender offers, immediately after the closing time thereof shall be at: Time: 12H00 hours on 10/10/2023
1.15	The procedure for the evaluation of qualifying tenders is the 80/20 Preferential Procurement Point System. The total number of tender evaluation points for preferences may be claimed is indicated in MBD 6.1
1.16	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database; b) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and d) the tenderer has not: i) abused the employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given written notice to this effect; e) it is considered that the performance of the services will not be compromised through any conflict of interest.
1.17	The number of paper copies of the signed Contract to be provided by the employer is one (01)

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		BIDDER		WITNESS	EMPLOYER	WITNESS

T1.3 STANDARD CONDITIONS OF TENDER

1 GENERAL

1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in clause 2 and clause 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 **The employer's right to accept or reject any tender offer**

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

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		BIDDER	WITNESS		EMPLOYER	WITNESS

1.6 Procurement procedures

1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to **clause 3.13**, be concluded with the tenderer who in terms of **clause 3.11** is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 Competitive negotiation procedure

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of clause 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of clause 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of clause 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of clause 3.11 and clause 3.13 after tenderers have been requested to submit their best and final offer.

2 TENDERER'S OBLIGATIONS

2.1 Eligibility

2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.

2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to

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submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

2.2 **Cost of tendering**

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.3 **Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 **Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 **Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 **Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 **Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 **Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 **Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 **Pricing the tender offer**

- 2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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- 2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- 2.10.5 Complete and sign form of offer and MBD3.1/MBD3.3/Bill of Quantities in full. Incomplete documents will invalidate your offer.

2.11 **Alterations to documents**

Not make any alterations or additions to or dismantle the tender documents. All signatories to the tender offer shall initial all alterations. Erasures and the use of masking fluid are prohibited.

All supporting documents to the tender must be attached only at the end of this document as Annexures.

2.12 **Alternative tender offers**

- 2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 **Submitting a tender offer**

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink, unless stated otherwise on the tender advert.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign all the pages of the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- 2.14 **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- 2.15 **Closing time**
- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- 2.16 **Tender offer validity**
- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".
- 2.17 **Clarification of tender offer after submission**
- 2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or

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prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note:

Clause 2.17.1 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

2.18 Provide other material

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 Submit securities, bonds, policies etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

3 THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the tenderer

3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

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- 3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
 - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
 - c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

3.2 **Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the tender data. If, as a result a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and, shall then notify all tenderers who drew documents.

3.3 **Return late tender offers**

Return tender offers received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

3.4 **Opening of tender submissions**

3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

3.4.3 Make available the record outlined in **clause 3.4.2** to all interested persons upon request.

3.5 **Two-envelope system**

3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

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3.6 **Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

3.7 **Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

3.8 **Test for responsiveness**

3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

1.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.9 **Arithmetical errors, omissions and discrepancies**

3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with **clause 3.11** for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:

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- i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- ii) the summation of the prices.

3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

3.10 **Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

3.11 **Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

3.13 **Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of

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interest.

3.14 **Prepare contract documents**

3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

3.15 **Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

3.16 **Notice to unsuccessful tenderers**

3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

3.16.3 Unsuccessful forms / documents will be disposed of after 24 months.

3.17 **Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3.18 **Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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T2 RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Schedule 1 : Resolution of Board of Directors
- 1.2 Schedule 2 : Resolution of Board of Directors to enter into consortia or JV's
- 1.3 Schedule 3 : Commitments of tenderer
- 1.4 Schedule 4 : Record of addenda to tender documents
- 1.5 Schedule 5 : Compulsory enterprise questionnaire
- 1.6 Schedule 6 : Municipal Service Account

2 COMPULSORY MUNICIPAL BID DOCUMENTATION

- 2.1 MBD 1 : Invitation to bid
- 2.2 MBD 4 : Declaration of interest
- 2.3 MBD 5 : Declaration for procurement above R10-million
- 2.4 MBD 6.1 : Preference Points Claim Form
- 2.5 MBD 7.2 : Contract form for rendering of Services
- 2.6 MBD 8 : Declaration of bidder's past supply chain management practices
- 2.7 MBD 9 : Certificate of Independent Bid Determine

T2.2 RETURNABLE SCHEDULES

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T2.2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION PURPOSES

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SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

Resolution of a meeting of the Board of *Directors / Members / Partners of:

		(Enterprise Name)
Held at	(place)	
On	(date)	

RESOLVED that:

1.	The enterprise submits a bid / tender to the Govan Mbeki Municipality in respect of the following project: TENDER 8/3/1 – 05/2023: APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF A TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR THIRTY SIX (36) MONTHS	
2.	Mr/Mrs/Ms	
	in his/her capacity a:	(Position in the Enterprise)
	and who will sign as follows:	(Authorized Signature)
be, and is hereby, authorized to sign the bid / tender, and any and all other documents and/or correspondence in connection with and relating to the bid /tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid / tender to the enterprise mentioned above.		

Directors / Members / Partners of:

	Name	Capacity	Signature
1			
2			
3			

Note:

- * Delete which is not applicable
- NB.** This resolution must be signed by *all* the Directors / Members / Partners of the Bidding Enterprise
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

Not compulsory

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SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

		(Enterprise Name)
Held at		
	(place)	
On		
	(date)	

RESOLVED that:

1.	The enterprise submits a bid / tender, in consortium / joint venture with the following enterprises:	
	(List all the legally correct full names and registration numbers, if applicable, of the enterprises forming the consortium / joint venture)	
	To the to the Govan Mbeki Municipality in respect of the following project	
	TENDER 8/3/1 – 05/2023: APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF A TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR THIRTY SIX (36) MONTHS	
2.	Mr/Mrs/Ms	
	in his/her capacity as	(Position in the Enterprise)
	and who will sign as follows	(Authorized Signature)
2.1	be, and is hereby, authorized to sign a consortium / joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium / joint venture, in respect of the project described under item 1 above.	
2.2	The enterprise accepts joint and several liability with the parties listed under item 2 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the contract to be entered into with the department in respect of the project described under item 1 above.	
2.3	The enterprise chooses as its <i>domicilium citandi et executandi</i> for all purposes arising from this joint venture agreement and the contract with the department in respect of the project under item 1 above	
	i) Physical address	
	ii) Postal address	
		(Code)
	iii) Telephone number	

iv) Fax Number

All documents applicable to this Schedule must be attached as Annexure A

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

Directors / Members / Partners of:

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members / Partners exceed the space

Enterprise Stamp

available above, additional names and signatures must be supplied on a separate page

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SCHEDULE 3

COMMITMENTS OF TENDERER

Kindly provide particulars of commitments which the tenderer is presently engaged and/or involved with:

Current Projects / Contract	Organization	Contact Person Name	Contact Tel. No.	Contract Amount	Contract Period	Date of Commence-ment	Scheduled Date of Completion
1.							
2.							
3.							
4.							
5.							

NAME OF REPRESENTATIVE	SIGNATURE	DATE

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SCHEDULE 4

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / we confirm that the following communications received from the Govan Mbeki Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I / we confirm that no communications were received from the Govan Mbeki Municipality before the submission of this tender offer, amending the tender documents.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

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SCHEDULE 5

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise

Section 2: VAT registration number, if any

Section 3: Particulars of sole proprietors and partners in partnerships

No	Name*	Identity Number*	Personal Income Tax Number*
3.1			
3.2			
3.3			

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 4: Particulars of companies and close corporations

4.1	Company Registration number	
4.2	Close corporation number	
4.3	Tax reference number	

Section 5: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

A member of any municipal council	<input type="checkbox"/>	An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)	<input type="checkbox"/>
A member of any provincial legislation	<input type="checkbox"/>	A member of an accounting authority of any national or provincial public entity	<input type="checkbox"/>
A member of the National Assembly or the National Council of Provinces	<input type="checkbox"/>	An employee of Parliament or a provincial legislature	<input type="checkbox"/>
A member of the board of directors	<input type="checkbox"/>	An official of any municipality or municipal entity	<input type="checkbox"/>

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of any municipal entity			
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Name of sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)	
A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my

TENDER NO.	8/3/1-5/2023					
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belief both true and correct.

Note: insert separate page if necessary

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
CAPACITY	DATE

SCHEDULE 6

MUNICIPAL SERVICE ACCOUNT

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal services account are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services of the service provider are not in arrears for more than three months, with the relevant municipality in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

QUESTIONS		YES	NO
1.	Do you own a property?		
2.	Do you receive a municipal services account?		
3.	Is your municipal services account up to date / current (not in arrears for more than three months)?		
4.	If yes, provide the following details:		
4.1	▪ Municipality name		
4.2	▪ Municipal account number		
5.	If yes, Please attach Copy of current municipal services account (not older than 3 months) or copy of valid lease agreement – Compulsory		
6.	Does the bidder lease / rent the property where the business is situated?		
7.	If yes, provide the following details:		
7.1	▪ Landlord name		
7.2	▪ Address property is situated		
7.3	▪ Contact number of landlord		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

T2.2.2 COMPULSORY MUNICIPAL BID DOCUMENT

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		BIDDER		WITNESS	EMPLOYER	WITNESS

1. TAX COMPLIANCE REQUIREMENTS

1. Bidders must ensure compliance with their tax obligations.
2. Bidders are required to submit their unique personal identification number(PIN) issued by SARS to enable Organ of state to view the taxpayer's profile and tax status.
3. Application for the tax compliance status (TCS) certificate or PIN may be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za
4. Foreign suppliers have must complete the pre-award questionnaire in part 2.
5. Bidders may also submit a printed TCS certificate together with the bid.
6. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
7. Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|---|----------|
| 1. Is the entity a resident of the Republic of South Africa? | YES / NO |
| 2. Does the entity have a branch in the RSA? | YES / NO |
| 3. Does the entity have a permanent establishment in the RSA? | YES / NO |
| 4. Does the entity have any source of income in RSA? | YES / NO |
| 5. Is the entity liable in the RSA for any form of Taxation? | YES / NO |

(IF THE ANSWER IS “NO”TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM SARS AND IF NOT REGISTER AS PER 1.3. ABOVE)

NB: Failure to provide any of the above particulars may render the bid invalid.

.....
Signature of BIDDER

.....
Date

.....
Capacity under which this bid is signed

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		BIDDER	WITNESS		EMPLOYER	WITNESS

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, hareholder ²		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state?	Yes	No
	If yes, please furnish particulars :		
3.7.1	Name of director		
3.7.2	Service of state organization		

3.8	Have you been in the service of the state for the past twelve months?	Yes	No
If yes, please furnish particulars :			
3.8.1	Name of director		
3.8.2	Service of state organization		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
If yes, please furnish particulars :			
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
If yes, please furnish particulars :			
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
If yes, please furnish particulars :			
3.11.1	Name of director		
3.11.2	Service of state organization		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?	Yes	No
If yes, please furnish particulars:			
3.12.1	Name of director		
3.12.2	Name of relative		

3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	Yes	No
If yes, please furnish particulars:			
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>"¹In the service of the state" means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the national Assembly or the national Council of provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official of any municipality or municipal entity;</p> <p>(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>(e) a member of the accounting authority of any national or provincial public entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>"² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>		

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10-MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

		Tick applicable box	
1.	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	Yes	No
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	Yes	No
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to written offer:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) **“race”** means company owned hundred percent by previously disadvantaged people in terms of colour (Blacks)
- (g) **“people with disability”** means physical or mental condition that limits a person’s movements, senses or activities.
- (h) **“youth”** a person between the age of 15 and 35 years.
- (i) **“woman”** means a female human being.
- (j) **“RDP”** Reconstruction and Development Programme is a South African socio-economic policy framework document.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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		BIDDER	WITNESS		EMPLOYER	WITNESS

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Race (HDI)	6	
Person with Disability	4	
Youth	4	
Women	4	
RDP	2	
Total Points Claimed		

NB: Bidders must submit the following documents to claim the above-mentioned points:

- CSD Report
- Proof of Disability from a registered medical practitioner.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

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		BIDDER		WITNESS	EMPLOYER	WITNESS

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- I hereby undertake to render the services as described in the attached bidding documents to Govan Mbeki Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **8/3/1- 5/2023** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - 1.2 General Conditions of Contract;
 - 1.3 Other (specify)
 2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
 3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
 4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
 5. I confirm that I am duly authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

MBD 7.2**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)**

I _____ in my capacity
as _____ accept your bid under
reference number **8/3/1- 5/2023** dated _____
for the rendering of services hereunder and/or further specified in the annexures.

1. An official order indicating service delivery instructions is forthcoming.
2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (IF APPLICABLE)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	OFFICIAL STAMP
1.	

TENDER NO.	8/3/1-5/2023					
		BIDDER		WITNESS	EMPLOYER	WITNESS

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This municipal bidding document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2 been convicted for fraud or corruption during the past five years;
 - 3.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website www.treasury.gov.za by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during	Yes	No

Item	Question	Yes	No
	the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids¹ invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ²Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:
 - 1 **Includes price quotations, advertised competitive bids, limited bids and proposals.**
 - 2 **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

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		BIDDER		WITNESS	EMPLOYER	WITNESS

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER 8/3/1 – 05/2023: APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF A TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR THIRTY SIX (36) MONTHS

in response to the invitation for the bid made by:

NAME OF MUNICIPALITY / MUNICIPAL ENTITY

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

NAME OF REPRESENTATIVE

that:

1. I have read and I understand the contents of this certificate.
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. Has been requested to submit a bid in response to this bid invitation;
 - b. Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

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		BIDDER	WITNESS	EMPLOYER	WITNESS	

- c. Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 7.1 Prices;
 - 7.2 Geographical area where product or service will be rendered (market allocation);
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6 Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ **Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

THE CONTRACT

TENDER NO.	8/3/1-5/2023					
		BIDDER		WITNESS	EMPLOYER	WITNESS

C1 AGREEMENTS AND CONTRACT DATA

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		BIDDER		WITNESS	EMPLOYER	WITNESS

C1.1 FORM OF OFFER & ACCEPTANCE

C1.1.1 FORM OF OFFER (COMPULSORY)

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

Bid / Tender Number	8/3/1- 05/2023
Tender Title	APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF A TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR THIRTY SIX (36) MONTHS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS THE FOLLOWING:

AMOUNT IN WORDS (INCL. VAT)	AMOUNT IN FIGURES (INCL VAT)
RAND	R

****AMOUNT MUST BE IN WORDS AS WELL AS FIGURES**

This offer may be accepted by the employer by communicating such acceptance in writing to the tenderer or by signing the acceptance part of this Form of Offer and Acceptance and returning one copy thereof to the tenderer, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature Block: Tenderer			
Signature		Date	
Name			
Capacity			
Name of organization			
Address of organization			
Signature of witness		Date	
Name of witness			

TENDER NO.	8/3/1-5/2023				
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C1.1.2 FORM OF ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Service Level of Agreement as signed by the parties.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules, will only be valid if reduced to writing and signed by both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Unless otherwise specified elsewhere in this bidding document or any subsequent written agreement entered into between the parties, this agreement comes into effect on the date when the Employer communicates the acceptance and/or conditions of acceptance of the tenderer's offer in writing or signs the acceptance part of the Offer and Acceptance, whichever occurs first.

Signature Block: Employer			
Signature		Date	
Name			
Capacity			
Name of organization	Govan Mbeki Municipality		
Address of organization	Horwood Street, Secunda CBD, Secunda,2302		
Signature of witness		Date	
Name of witness			

C1.1.3 SCHEDULE OF DEVIATIONS

STANDARIZED ITEMS OF SCHEDULE OF DEVIATIONS:

- Any clarification of the terms of the offer provided by the tenderer in writing
- Any clarification, confirmation or changes to the documents provided by the Employer in writing prior to or simultaneous with award / written acceptance of the offer,

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of written acceptance of its offer shall have any meaning or effect in the contract between the parties arising from this agreement.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

C1.2 CONTRACT DATA

PART 1 - DATA PROVIDED BY THE EMPLOYER

The employer is the Govan Mbeki Municipality .	
The authorized and designated representative of the employer is:	
Name of employer:	Govan Mbeki Municipality
The address for receipt of communications is:	Govan Mbeki Municipality Horwood Street Secunda CBD Secunda 2302
Telephone:	(017) 638 0600
Facsimile:	N/A
Email:	Happy.d@govanmbeki.gov.za
The project bid number and name:	TENDER 8/3/1 – 05/2023: APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF A TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR THIRTY SIX (36) MONTHS
<p>Note :</p> <p>The location for the performance of the Project is the municipal area of Govan Mbeki. The service provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. The service provider is required to obtain the employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none">- Appointing subcontractors for the performance of any part of the services,- Appointing key persons or personnel not listed by name in the contract data.- Copyright of documents prepared for the project shall be vested with the employer.	

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		BIDDER	WITNESS	EMPLOYER	WITNESS

PART 2 - DATA PROVIDED BY THE SERVICE PROVIDER

The service provider is	
Name	
Address	
Telephone:	
Facsimile:	
The authorized and designated representative of the service provider is	
Name	
The address for receipt of communications is	
Telephone	
Facsimile	
Email	
Address	

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		BIDDER	WITNESS	EMPLOYER	WITNESS

C2 PRICING SCHEDULE

C2.1 PRICING INSTRUCTIONS

- a) These pricing instructions provide the tenderer with guidelines and requirements with regard to the completion of the pricing schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the contract to have been taken into account by the tenderer when developing his prices.
- b) The pricing schedule shall be read with all the documents which form part of this contract.
- c) The following words have the meaning hereby assigned to them:

Words/Abbreviation	Meaning
Example: M	Meter

- d) The rates to be inserted in the pricing schedule are to be full inclusive for the work described under the specification. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will invalidate your offer. Alterations must be acknowledged as per clause 2.11 of '1.3 STANDARD CONDITIONS OF TENDER'.
- f) All rates and sums of money quoted in the pricing schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- h) Provisional amounts shall only be expended on the specific instruction of the Employer.
- i) All prices and rates entered in the pricing schedule must be **exclusive of Value Added Tax (VAT)**.
- j) If registered VAT is should be added at below the schedule. If not VAT registered indicate zero or "-"
- k) Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
- l) In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- m) In cases of contract periods longer than 12 months and price adjustments is applicable, it will be based on CPI. If higher inflation is required indicate CPI + and number %.
- n) If the tender required firm (fixed prices) the amount indicated in Colum D will be the tender amount.
- o) If the tender amount is payable at end of contract on delivery of goods and services, Scratch out total per month with N/A or "-"
- p) If the tender amount is based on rates (Column B), the tender will be awarded to the rate and the total contract amount will only be used for evaluation purposes.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

C2.2 MBD 3.1 BID PRICE

PRICING SCHEDULE

APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN A TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR THIRTY SIX (36) MONTHS

A:

BREAKDOWN OF FIXED MONTHLY CHARGES					
ITEM	TASK	UNIT	QUANTITY	RATE PER MONTH	TOTAL IN 36 MONTHS
1	Taffic Management Software system	Each	1	R	R
2	Moble Spped Camera;s	Each	4	R	R
3	Red Light Speed Camera's	Each	2	R	R
4	Hand Held Ticket Devices	Each	40	R	R
5	Dot Matrix Printer A3	Each	1	R	R
6	Server	Each	1	R	R
7	NAS Drive (Backups)	Each	1	R	R
8	Reciept Printer	Each	1	R	R
TOTAL					R

B

ITEM	TASK	UNIT	QUANTITY	UNIT PRICE	TOTAL
9.	Hardware (Roadblock desk top computer system and camera)	Once-off	1	R	R
10.	Hardware (Roadblock desk top computer cashier)	Once-off	1	R	R
11.	Training fee	Once-off	1	R	R
12.	Portable printer (Roadblock)	Once-off	1	R	R
13	Dot Matrix Printer	Once-off	1	R	R
14.	<u>Implementation Fee</u>	<u>Once-off</u>	<u>1</u>	<u>R</u>	<u>R</u>
15.	<u>Lincence Fee</u>	<u>Once-off</u>	<u>1</u>	<u>R</u>	<u>R</u>
16.	<u>Server</u>	<u>Once-off</u>	<u>1</u>	<u>R</u>	<u>R</u>
TOTAL					

SUB-TOTAL (A + B)	R
VAT (15%)	R
TOTAL AMOUNT CARRIED FORWARD TO FORM OF OFFER	R

- NB: ESCALATION OF PRICES SHOULD BE PER ANNUM AFTER 12 MONTHS OF THE CONTRACT, CALCULATED ON THE CPI IN RESPECT OF THE MONTH IN WHICH ESCALATION IS APPLIED (THE ANNIVERSARY MONTH).

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

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BIDDER

WITNESS

EMPLOYER

WITNESS

C3 SCOPE OF WORK

1. INTRODUCTION / BACKGROUND

Govan Mbeki Municipality calls for the bids for the appointment of a service provider for the Supply, Installation, Implementation, support and maintenance of Traffic law enforcement equipment and an advanced traffic contravention management system for a period of three years.

Govan Mbeki Municipality intends conclude a formal rental agreement with the successful bidder for a 3-year period. All the equipment will remain the property of the municipality at the maturity of this contract. All prospective Bidders will be obliged to sign an SLA (Service Level Agreement) to dictate conditions of service, the SLA agreement may not contradict any conditions as stated in the tender document.

The tenderer will be expected to commence preparatory work as soon as the contract is awarded, a full project plan with dates for (installation configuration) will be agreed upon by both parties.

The Municipality also aims to activate all fixed cameras that are stationed at different intersection, repair those that have been vandalised and install additional fixed cameras with the assistance of the service provider.

Any new fixed cameras needs to be a combined red-light and speed enforcement will be required, subject to the direction of the Director of Public Prosecutions. At mobile sites speed law enforcement Radar cameras will be required and one Laser Camera to be used for the accumulation of statistics for speed related complaints. Furthermore, an automated tracking and tracing system shall be provided to allow the implementation of smart roadblocks using automatic number plate recognition for passing vehicles and a red-listed database of registration numbers via the use of ANPR Roadblock Assist vehicle.

All directives from the National Director of Public Prosecutions will be obeyed and the system must comply with all South African Traffic Statutory regulations and legislations in order to ensure that all recorded offences are admissible in Court.

2. STANDARDS AND REGULATIONS;

- Traffic Management Regulations;
- Preferential Procurement Regulations (2017);
- National Road Traffic Act (93 of 1996);
- Road Traffic Act
- Local Government: Municipal Finance Management Act (Act 56 of 2003);
- Preferential Procurement Policy Framework Act (Act 5 of 2000);
- National Land Transport Transition (Act 22 of 2000)
- National Land Transport Act (5 of 2009)
- Criminal Procedure Act 1977 (Act 51 of 1977)

3. Delivery Address

- The Place of delivery, installation and/or commissioning will be Govan Mbeki Municipality.

4. Contract Period

- The contract period will commence on the date of signing the contract for a period of thirty six months (36).

5. Validity of Tender

- The tender must remain valid, irrevocable and open for acceptance for a period of 90 days after closing date.

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- The validity period of a bid may be extended by the accounting officer, prior to the expiry of the validity period indicated in the bid document.

6 TECHNICAL REQUIREMENTS

6.1 The following general technical requirements apply:

Windows Based Traffic Contravention Management System

PLEASE INDICATE WITH AN 'X' WHETHER THE OFFER COMPLIES WITH THE FOLLOWING:

	Description of requirements	Yes	No	Comments
6.1.1	Must be able to run in cloud environment as to ensure business continuity and single sign on.			
6.1.2	The application must be mSCOA, compliant and integrate seamlessly into the Govan Mbeki Municipality Financial System.			
6.1.3	Provide technology for remote pay points.			
6.1.4	Must be able to indicate user captured transactions.			
6.1.5	Interface for the uploading of camera offences from any type of traffic cameras.			
6.1.6	Maintaining a database of camera offence images for enquiry and court evidence.			
6.1.7	Interface to eNatis and or alternative databases for obtaining offender name and address details.			
6.1.8	Printing of notices for camera offence in terms of Section 341 of the Criminal Procedure Act 51 of 1977. Each camera notice must have the camera image included on the notice mailer.			
6.1.9	Generating and printing of summonses in terms of Section 54 of the Criminal Procedure Act 51 of 1977 as well as allocation of summons and server management.			
6.1.10	Online Cashier facilities and interfaces for verified payments with electronic payment service provider as EasyPay, Bank etc.			
6.1.11	Court related documentation and Offender Case Registers			

PLEASE INDICATE WITH AN "X" WHETHER THE OFFER COMPLIES WITH THE REQUIREMENTS

	Description of requirements	Yes	No	Comments
6.1.12	Admission of Guilt and Spot Fine Register, warrant of arrest and related register			
6.1.13	Roadblock assistance software – offline and on line			
6.1.14	Comprehensive Management Reporting and Graphs			
6.1.15	Service for user support helps desk, training, support and system maintenance and new developments			
6.1.17	Tracing of offenders and call centre support functionality			
6.1.19	Provide Pound Management System			
6.1.20	Accident Management System to record accidents			
6.1.21	Must be able to connect to GMM website for traffic fines			

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	viewing only			
6.1.22	Call centre functionality			

6.2 The following technical requirements apply for the **Traffic Contravention Management System**:

PLEASE INDICATE WITH AN “X” WHETHER THE OFFER COMPLIES WITH THE REQUIREMENTS

	Description of requirements	Yes	No	Comments
6.2.1	IMPLEMENTATION			
	System Functions			
6.2.2	User set up & Password			
6.2.3	Each user has his or her unique username and password. No user is allowed to work on the system under somebody else's login details. Enter the username, normally the name of the individual's name and password. Choose the user role to be assigned to the user, for example, Administrator, Cashier, and Data Capture.			
6.2.4	Every 30 day's users will be forced to change their passwords. A reminder will start showing 5 days before the 30 th day. Should the user not change his/her password before the 30 th day, the system will lock out the user and a system administrator will need to reset the password.			
6.2.5	The password must be at least 6 or more characters (not exceeding 15 characters) and must have one upper case character, one lower case character and a numeric digit.			
6.2.6	If a user entered his/her password incorrectly for 3 consecutive times, the system administrator must reset the user's password.			
6.2.7	A system report is available to print from a system listing the users and whether they are active or not.			
6.2.8	A system list of set up roles is available to be printed from the system.			
6.2.9	An audit report is available for printing regarding changes on user roles. Which user made the change to which user account, date and time.			
6.2.10	Deleting usernames when staff member resigned.			
6.2.11	Usernames of staff that resigned should not be deleted from system: A user code is linked to each process/action performed on the system and kept on the system for statistical purpose.			
6.2.12	Role ID Name Description			
	<ul style="list-style-type: none"> • Development • Speed 56 Speed capture • Administrator System Administration • Dashboard view all dashboard • Reports view all reports • Cash payments • Data Capture • Supervisor Balancing • Supervisor Reports • Technical Support Camera Support 			

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	<ul style="list-style-type: none"> • Capture user 56 • Verification Officer • Cashier Supervisor 			
6.2.13	User Role Management			
	Although a few basic user roles have already been defined as listed below, the important to note that the user role permissions are entirely flexible, and any number of roles can be created with different roles assigned to each.			
6.2.14	Administrator Role			
	An administrator role can perform all functions on the TCM application.			
	FUNCTIONS			
6.2.15	Allocations			
	<ul style="list-style-type: none"> • Allocation Function • Document Allocation • Payment Generation • Document De-Allocation • Document Re-Allocation • Allocation Reports • Server Cover Report • Server Payment Report 			
6.2.16	Cameral Adjudication			
	<ul style="list-style-type: none"> • Camera Image Upload All different camera types • Image validation • Image Verification • Image Enquiry 			
6.2.17	Notice Capturing			
	<ul style="list-style-type: none"> • Section 341 • Section 54 • Section 56 • First information of crime • Suspended vehicles • Marked registrations • Change 341 Names and Address • Change offender Detail 			
6.2.18	Representation			
	<ul style="list-style-type: none"> • Register Representation • Representation Results • Present a Document • Representation Letters (scanned and uploaded) 			
6.2.19	eNatis			
	<ul style="list-style-type: none"> • Generate eNatis request • Upload eNatis response 			
6.2.20	Camera Notices			
	<ul style="list-style-type: none"> • Import cameras • Generate Camera Notices • Print Camera Mailers 			

	<ul style="list-style-type: none"> • Official to extract images • Print/Send (emails/SMS) 			
6.2.21	Court			
	<ul style="list-style-type: none"> • Court date set up (limit of 250 per court date) • Case Results 			
6.2.22	Summons			
	<ul style="list-style-type: none"> • Print notice before summons • Generate Section 54 Summons • Print Section 54 Summons • Return of Service • Section 341 to Summons Export • Assign Untraceable to Batch Summonses 			
6.2.23	Warrant of Arrest			
	<ul style="list-style-type: none"> • Manual Warrant Capture • Notice of Warrant • Return of Warrant • Warrant Availability • Warrant Signed • Print Warrants • Maintain Bench Warrant • Delete Warrant Execution • Maintain Warrant Number 			
6.2.24	Speed Sec 56			
	<ul style="list-style-type: none"> • Speed Sect 56 Capture • Speed Sect 56 SETUP • Speed Sect 56 Export 			
6.2.25	Roadblock			
	<ul style="list-style-type: none"> • ANPR video • Manual Search • ANPR Re-Import • ID search recognition • Information Extract • Mobile Device File Export 			
6.2.26	Enquires			
	<ul style="list-style-type: none"> • Enquiries Display • ID Listing • Vehicle registration number registration 			
6.2.27	Payments			
	<ul style="list-style-type: none"> • Traffic Payments • Non-traffic Payments • Maintain Payment Details • Traffic Payment Cancellation • Online payment Import • Reprint Receipts • Print Receipts Totals • Import Payments • Cancel Non-Traffic Payments • Maintain Non-Traffic Payments • Import Roadblock Receipts • Partial Traffic Payments 			

	<ul style="list-style-type: none"> • Cancel Partial Traffic payments • Bulk Payments 			
6.2.28	Payments Reports			
	<ul style="list-style-type: none"> • Spot Fine Register • Admission of Guilt Register • Payment History Report • Case Result Payment Report • Warrant of Arrest Payment Report • Traffic Payment Report • Cancelled Non-traffic Report • Cancelled Traffic Payment Report • Cashier Cash up Report • Combined Payment Report • Non-Traffic Payment Report • Payment Channel Report • Unequal Payments Report • Payment by segment Report • Payment by Payment Date Report • Partial Traffic Payments Report • Cancelled Partial Traffic Payments Report 			
6.2.29	Registers			
	Control Registers			
	<ul style="list-style-type: none"> • Section 56 Control Register • Section 54 Control Register • Section 341 Control Register • Section 44 suspension register 			
6.2.30	Court Register			
	<ul style="list-style-type: none"> • Section 56 Court Register • Section 54 Court Register • Annexures by Court Register • Annexures by Notice Number • Annexures by Charge code • Court Register Labels • Proforma Court Register • Court Charge Sheet • Stuck of role register 			
6.2.31	Warrant of Arrest Register			
	<ul style="list-style-type: none"> • Generate Warrant of Arrest Register • Proforma Warrant Register • Returned/ expired warrant register 			
6.2.32	Supervisor Register			
	<ul style="list-style-type: none"> • Daily reporting • Delete Notice Register 			
6.2.33	<ul style="list-style-type: none"> • Traffic Point Export 			
6.2.34	Tools			
	System Administration <ul style="list-style-type: none"> • Cancel a Document • Delete Section 56 			

	<ul style="list-style-type: none"> Delete Functions System Functions <ul style="list-style-type: none"> User Roles Menus Data User Role Permissions Users Reversals <ul style="list-style-type: none"> Court Register Reversal Warrant Register Reversal AOG Register Reversal Summons Generate Reversal 			
6.2.35	User Setting			
6.2.36	Change Password			
6.2.37	Officer Books			
	<ul style="list-style-type: none"> Capture Notice Books Notice Books Allocation Notice Books Register Return Notice Books Re-issue Notice Book Notice Books Requisition 			
6.2.38	Reports			
	<ul style="list-style-type: none"> Analysis Report 1 Analysis Report 2 Monthly Breakdown Analysis Report Monthly Breakdown Report by Number Monthly Breakdown Report by Value Notice Status Report Snapshot and Image Export 			
6.2.39	User Report			
	<ul style="list-style-type: none"> User Roles Report User Audit Report User Login Report User Role Audit Report User password Reset Report User Activity Report 			
6.2.40	Warrant Reports			
	<ul style="list-style-type: none"> Outstanding Warrants Detailed Report Snapshot of Warrants Report Warrant of Arrest Execution Summary Bench Warrant of Arrest Report 			
6.2.41	Daily Reports			
	<ul style="list-style-type: none"> Section 341 Daily Report Section 56 Daily Report Suspended Vehicles Daily Report Daily Representation Register by Value Presentation of Documents Daily list Case Result Daily Register Daily Return of WOA Execution Register Cancel a Document Register Return of Service Daily Register Capture notices by Offence Date Capture notices by Capture Date 			

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6.2.42	Portal Report			
	<ul style="list-style-type: none"> • Notice Capture Report • eNatis Response Audit • Court Dates Reports • Offender Report • Notice Book Missing Notices Report • Officer Stats by Offence • Offences Charge code Stats Summary • Charge code Report • Court Case Result Report • Guilty Case Results Report • No Case Results Report 			
6.2.43	Camera Reports			
	<ul style="list-style-type: none"> • CAM User Activity Report • CAM Uploaded Images by Officer • CAM Uploaded Images by Location • CAM Uploaded Images by Camera • CAM Officer Productivity • CAM Image Rejection • CAM Batch Pending Validation • CAM Batch Pending Verification 			
6.2.44	Monthly Reports			
	<ul style="list-style-type: none"> • Statistics Per Charge code • Officer Stats by Offence-Details • Statistics Per Location Code • Statistics Per Charge Category • Notice by Vehicle Type Report • Section 56 Un-finalized cases • Withdrawn and Reduced Representation Results • Officer Performance by Category 			
6.2.45	Housekeeping			
	<ul style="list-style-type: none"> • Notice Batch Withdraw • Summons Batch Withdraw Section 56 • Summons Batch Withdraw Section 341 • Warrant of Arrest Batch Execution • No Offender Detail Batch Withdraw 			
6.2.46	Document Scanning			
	<ul style="list-style-type: none"> • Upload Documents • Index Documents • Search Documents 			
6.2.47	Roadblock & ANPR Module			
	<p>The Roadblock module allows for the extraction of outstanding Section 341 handwritten, Section 341 cameras, Sections 56 summonses and Warrants of Arrest to create an offline database on a work station for notice enquiries at roadblocks to trace offenders.</p> <p>An Extract programmes executed to create a file that contains data relating to all outstanding notices, depending on the parameters set when generating. The extract file created is copied or transferred to workstations used on the ANPR vehicle at roadblock.</p>			

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		BIDDER	WITNESS	EMPLOYER	WITNESS

	<p>Manual enquiries on outstanding notice are executed on the ANPR roadblock vehicle at any location outside the office. The offline database can also be used to generate new summons for outstanding section 341 and to serve the summons on the offender by Traffic Officers while the offender is present at the roadblock.</p> <p>Together with this manual enquiry, new technology is used to automatically track vehicles by scanning the registrations number plates of vehicles. (ANPR = Automatic Number Plate Recognition). A video camera, an ANPR camera, scans the registration number plates of an oncoming vehicle. The registration number is then fed into a workstation connected to the camera. Software "reads" the registration number and compares it against a database of outstanding fines, summonses and warrants of arrests. When a match is found, the workstation screen indicates to the operator that the number plate of particular vehicle has registered positively. The vehicle is then stopped by a traffic officer. All of this happens within a matter of seconds. Depending on the nature of the offence, the motorist is required to pay any outstanding notice. In the case of a Warrant of Arrest the motorist has the option of paying the fine amount as well as the contempt of court amount. If the offender cannot pay, he or she is arrested to appear in court.</p>			
	<ul style="list-style-type: none"> • Export Roadblock Files • Manual Search • Roadblock Cashier Module • Roadblock End-of Day Report 			
6.2.48	Roadblock Support Vehicle			
	<p>The roadblock vehicle must be equipped with the following necessities to execute a standard roadblock:</p> <ul style="list-style-type: none"> • ANPR camera and workstation • 2 x ANPR screens for observation by the operator and officers • 2 x speed humps for traffic calming before entering the roadblock area • Public address system to warn officers and motorists that a particular registration number plate has registered on the system and the vehicle must be stopped- robot must have a siren. • Various other sirens for use in case of an emergency • Workstation for offense enquiries • Printer for printing enquires • Laptop computer for use by the on-board cashier • Printer to allow cashier to print receipts after an offender paid • Secure lockable money drawer for cashier 			
6.2.49	Roadblock operation			
	<ul style="list-style-type: none"> • Date is loaded onto the roadblock vehicle equipment for use on the roadblock • Traffic Dept. staff makes the decision on the location 			

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	<p>of the roadblock. On arrival the roadblock vehicle is supplied with power by connecting to the portable generator/ or be linked to the rechargeable batteries</p> <ul style="list-style-type: none"> • Workstation are powered up and prepared for use (ANPR camera, enquiries and cashier) • Using traffic cones the road is demarcated forcing scan registration number plates • Speed humps are placed in position • Road signs are placed in position warning motorists that they are approaching a roadblock and have to slow down • Officers are alerted that the roadblock is to commence • Number plate registration is called out by the operator. • Vehicles are stopped by the traffic officers • Offenders pay fines at the on-board cashier • A Senior Traffic Officer on duty at the roadblock announces the closure of the roadblock 			
6.2.50	Offender Tracking & Tracing			
6.2.51	Offender Database			
	<p>Data cleansing / SMS'</p> <ul style="list-style-type: none"> • Data washing • SMS • Photo MMS <p>Call Centre</p> <ul style="list-style-type: none"> • SMS extract via website • Offender database for data washing on centralized database and then external service provider if needed SMS for concept court register • WOA (receive file from service centres) • Website • Call centre do online queries manage SMS for all sites, keep records of SMS'e sent out and tie back to payments received from SMS'e notifications • Measure outcome of SMS'e • Update each local traffic system with updated data on centralize database • Tracking and tracing of return post 			
6.2.52	Transport Licence Disc			
	<ul style="list-style-type: none"> • Transport Registration • Transport issue/renewal disc • Transport Reprints • Transport Enquiries • Transport Reports 			

Specification for Server and accessories minimum requirements:-

ITEM	DESCRIPTION	COMPLY YES/NO
1	Server	

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1.1	CPU: Intel i5 6400 3.0 Ghz	
1.2	32 GB Ram	
1.3	HDD: 2 TB	
1.4	Extras: DVD Writer, Keyboard and mouse	
1.5	OS: Windows 2012 Server	
1.6	22 inch Monitor	
2	A3 Dot matrix printer	
2.1	Epson FX – 2190 or similar report printer	
2.2	Ribbons X 12	
3	NAS Drive (Backups): backup exec software	
3.1	WD MY storage NAS 3TB	
4	Receipt Printer/ slip printer	
4.1	Bixolon SRP – 275IIIAOPG	
4.2	3 inch Impact Dot Matrix USB/Parallel Interface	
4.3	3 Ribbons	

7 The following technical requirements apply for both mobile and permanent/red light speed cameras:
STATEMENT OF COMPLIANCE

As a minimum requirement, the proposed system and services must comply with the following:
The camera equipment, and law enforcement system shall provide a fully integrated and automated system for the prosecution of speed and red-light offences.

The camera equipment shall be able to operate and switch between 2 modes of operation in software:

7.1 Fixed Red Light and Speed mode where the camera equipment shall be installed in a fixed enclosure for 24 hour operation and support simultaneous red light and speed recording.

7.2 Mobile Speed mode where the camera equipment shall be installed on a tripod for temporary speed operations (Flash must be included for night enforcement)

7.3 The camera equipment shall provide up to 2 lanes of speed enforcement and red-light enforcement As required

PLEASE INDICATE WITH AN “X” WHETHER THE OFFER COMPLIES WITH THE REQUIREMENTS

	Description of requirements	Yes	No	Comments
7.3.1	The mobile Radar camera must be compatible to fit into any speed camera site.			
7.3.2	The camera must be Radar units			
7.3.3	The Radar must be 3D Tracking units			
7.3.4	The camera must allow for video analytics			
7.3.5	The camera must have internal ANPR			
7.3.6	The camera must consist of Accelerometer and Gyro functionality			
7.3.7	The camera 5 to 20 megapixel high speed camera			
7.3.8	High resolution digital lens			
7.3.9	6 core CPU with minimum of 64GB solid state storage for offence images			
7.3.10	The processing must take place via at least a 6 core CPU with radar co-processor, Linux operating system			

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	and related Dedicated digital Signal Processor.			
7.3.11	The user interface must consist of 5.6" LCD touch screen, multifunction on/off button with illumination feedback			
7.3.12	At least built in wireless interfaces must be available such as WIFI, Bluetooth, GPS, Wireless Flash Trigger, LTE			
7.3.13	Mobile speed camera radar sensor shall as a minimum comply with the following requirements: The system shall be able to detect when the radar is affected by interference or jamming signals. The system shall be compliant with Class C Radar according to the TCSP Guidelines. The system shall support at least 2 classes of vehicles and provide automatic lane classification			
7.3.14	The mobile speed camera equipment shall provide the measured X and Y position, X and Y speed of the offending vehicle as well as all the other vehicles in the scene of the image.			
7.3.15	The camera equipment and law enforcement systems shall provide a database of stored images as court evidence.			
7.3.16	The camera lens shall be fitted with an Infrared filter to prevent natural infrared from the sun affecting the colour images.			
7.3.17	The speed camera shall allow for the uploading of offence via a wireless connection.			
7.3.18	The system should be fully protected against the environment and vandalism			
7.3.19	Red light offences will be captured with a minimum of 2 images with the second image programmable time after the first image. The second image shall show the offending vehicle at particular location in the intersection.			
7.3.20	The evidence produced by the law enforcement equipment system shall be tampering detectable through the use of digital fingerprint embedded into a JPEG format image.			
7.3.21	The camera equipment shall have the ability to enforce up to four lanes of traffic.			
7.3.22	The mobile speed camera shall provide electrical inputs for red and amber light connections.			

7.4 Electronic Ticketing Device

The contractor shall provide, as and when required by the Municipality, portable and held devices And associated printers for the issuing of Section 341 notices and Section 56 summonses electronically in the field. The handheld devices shall:

PLEASE INDICATE WITH AN "X" WHETHER THE OFFER COMPLIES WITH THE REQUIREMENTS

	Description of requirements	Yes	No	Comments
7.4.1	The handheld devices must run on associated software that interface and compatible with the agreed contravention system at Govan Mbeki Municipality for the duration of the contract, to produce Section 341 notices and Section 56 summonses containing all the information			

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	required by applicable legislation for issuing on the road.			
7.4.2	Must have at capability to ensure Driver License can be scanned and decrypted and 341 notice/56 summonses can be issued even if the device is offline.			
7.4.3	Must have a capability to issue 3 Charges per Section 341 and Section 56 Summons			
7.4.4	Communicate with the contravention system wirelessly while operated in the field and upload cases to the contravention system for further processing.			
7.4.5	Be capable of Wi-Fi as well as LAN communication to ensure fast configuration and uploads when docked in the back office.			
7.4.6	Be able scan both the vehicle license disk as well as drivers license barcodes and populate extracted information automatically on the notice or summons produced.			
7.4.7	Be able to record signature of both the officer and the offender as a JPG image for inclusion on the documents produced and for transmission with the completed offences record when uploading to the contravention system			
7.4.8	Be able to be traced by the back office using the GPS coordinated of the device and capable of using the GPS coordinates of the device when an offence is recorded and converting it into an offence location for insertion on the notice or summons.			
7.4.9	Be able to take a photo of the offender or offending vehicle and append such photo as par to the case evidence.			
7.4.10	Be able to optionally perform live queries on the Natis system and the SAPS wanted vehicle database for outstanding warrants of arrests.			
7.4.11	Contain a complete set of the following static data components for selection by the officer during capture of the offence: Notice numbers (obtained in blocks from the contravention system) Court Name (from the contravention system) Court Date (from the contravention system) Payment due dates Charge description with fine amount			
7.4.12	Meet IP64 standards for moisture and dust intrusion			
7.4.13	Be designed to withstand 1.5-meter drops to concrete			
7.4.14	Have high resolution, sunlight readable display			
7.4.15	Have a minimum 6 hours battery life/ Solar panel must be included.			
7.4.16	The portable printer shall: Be small and lightweight for carrying on a belt clip or shoulder strap.			

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	Meet IP 54 standards or moisture and dust intrusion. Be designed to withstand 1.5-meter drops to concrete. Have a long lasting battery life for minimum 6 hours operation under normal printing conditions. Be able to print the required notices for summons on a paper roll of at least 70 millimeters in width. Be able to communicate with the handheld device through wireless LAN or Bluetooth.			
7.4.17	Be small and lightweight to carrying on a belt clip or shoulder strap.			
7.4.18	Meet IP 54 standards for moisture and dust intrusion/ Water proof and moisture resistant.			
7.4.19	Be designed to withstand 1.5-meter drops to concrete.			
7.4.20	Have long lasting battery life for minimum 9-12 hours operation under normal printing conditions. Back up must.			
7.4.21	Be able to print the required notices or summonses on a paper roll of at least 70millimeters width.			
7.4.22	Be able to print the required notices or summons on a paper roll of at least 70millimeters width.			
7.4.23	Be able to communicate with the handheld device through wireless LAN or Bluetooth.			

8 REPORTING

Monthly reports

- a) are compiled and submitted to the Govan Mbeki Municipality on an approved format and presented by the service provider at the Monthly and quartley operational meeting and during performance assessment.
- b) Monthly reports to be submitted on the first day of the following month.

9 MONTHLY MEETINGS

All monthly operational meetings are to be chaired by the Deputy Director Public Safety/ Chief of Traffic or delegated municipal official. The monthly meetings will amongst other cover the following Items:

- a) Service provider's Performance against SLA and Scope of Work
- b) Invoices and Statement
- c) Penalties
- d) Monthly reports including audit compliance
- e) Breakdown/Maintenance
- f) Irregularities identified from the system
- g) Taining conducted

10 PENALTIES

The following penalties shall apply. If at any stage during the Contract period or extensions therof,

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the contractor fails to provide the service in the manner described in the contract, then the contractor shall pay the Municipality a penalty of penalties for each occurrence that such event or such requirements are not met. The Relevant Authorized person shall be entitled to apply the penalties interms of this Clause. The events or requirements for which peanalites shall be appolied and the corresponding amounts of the panalties are described below:

FOR SERVICES/PROJECT:

If the service fails by the due completion date to complete or render the works/sevices specified, then The service provider will be liable to the Municipality in of the total invoice amount (excluding VAT) in respect of such work/services per calendar day that completion thereof is delayed, to be deducted from subsequent payable invoice.

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are not included in this document and may be downloaded from the following website – <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions>.

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