

Munisipale Kantoor  
 Privaatsak X12  
 VREDENBURG, 7380  
 Tel. No.(022) 701-7113  
 Faks No.(022) 715-1304



Municipal Offices  
 Private Bag X12  
 VREDENBURG, 7380  
 Tel. No.(022) 701-7113  
 Fax No.(022) 715-1304

## TENDER DOCUMENT

<b>TENDER NUMBER</b>	SBM 18/25/26
<b>TENDER DESCRIPTION</b>	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR THE PERIOD 01 JULY 2026 TO 30 JUNE 2029.
<b>NAME OF TENDERER</b>	
<b>BUSINESS ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>CSD NUMBER</b>	

### SUBMISSION DETAILS:

<b>ADDRESS</b>	TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG		
<b>CLOSING DATE</b>	27 MARCH 2026	<b>CLOSING TIME</b>	12H00

The document, fully completed in all respects, together with any returnable and additional, supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the project number and description and the closing date and time indicated on the envelope. The sealed envelopes must be inserted into the appropriate official tender box before the closing date and time.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

**Department: Supply Chain Management**

Contact Person: Rosaire Farmer

Tel: 022 701 6945

Email: [rosaire.farmer@sbm.gov.za](mailto:rosaire.farmer@sbm.gov.za)

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:**

Contact Person: Lephooi Molefi

Tel: 022 701 6830

Email: [lephooi.molefi@sbm.gov.za](mailto:lephooi.molefi@sbm.gov.za)

**INSTRUCTION: HANDLING OF TENDER DOCUMENT**

Tenders must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

Tenders generated from e-Tender:

**E-TENDER DECLARATION**

**It is compulsory to confirm "Yes" or "No" on all line items** **Yes/No**

The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be bound securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be bind to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the Tender document on both sides to save paper and for standardisation.	

**It is compulsory to comply and sign below if the tenderer agrees to the requirements above**

I accept and approve all of the above.

\_\_\_\_\_  
SIGNATURE OF TENDERER

**CHECKLIST**

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified.

PLEASE TICK BOX ON THE LEFT

- Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- Company registration forms.
- Certified copy of director/s municipal account/s.
- Registration with professional body (If applicable).
- Samples Provided (If applicable).
- All relevant sections complete and signed and all pages of tender document initialled by authorized signatory.
- Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.
- Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.
- Proof for claiming points for locality as required in MBD 6.1.
- Tax-compliant status on CSD.

**DECLARATION**

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

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# **PART A: INVITATION AND GENERAL INSTRUCTION**

## **1. ADVERTISEMENT**

### **SALDANHABAAI MUNISIPALITEIT**

**TENDER NOMMER: SBM 18/25/26**

**TENDER BESKRYWING: AANSTELLING VAN 'N DIENSVERSKAFFER VIR DIE VERSKAFFING, INSTALLERING, IMPLEMENTASIE, OPERASIE, ONDERSTEUNING EN ONDERHOUD VAN 'N GEVORDERDE VERKEERS OORTREDINGS BESTUUR SISTEEM VIR DIE PERIODE 01 JULIE 2026 TOT 30 JUNIE 2029.**

Tender dokumente is beskikbaar om afgelaai te word vanaf die e-Tender publikasie webtuiste [www.etenders.gov.za](http://www.etenders.gov.za) of kan alternatiewelik verkry word by Mev. R. Farmer, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf **Maandag, 09 Maart 2026**.

Indien tender dokumente verkry word, moet 'n nie-terugbetaalbare tender deposito van R295.00 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

**Navrae:** Mnr. L. Molefi

**E-pos:** [lephooi.molefi@sbm.gov.za](mailto:lephooi.molefi@sbm.gov.za)

Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word **voor 12H00 op Vrydag, 27 Maart 2026** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.

Die 80/20 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygings Beleid, R8/5-25, van 29 Mei 2025 sal in die beoordeling van hierdie tender gebruik word.

'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet tesame met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H. Mettler  
MUNISIPALE BESTUURDER  
Saldanhabaai Munisipaliteit  
Privaatsak X 12  
VREDENBURG  
7380

### **SALDANHA BAY MUNICIPALITY**

**TENDER NUMBER: SBM 18/25/26**

**TENDER DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR THE PERIOD 01 JULY 2026 TO 30 JUNE 2029.**

Tender documents can be downloaded from the e-Tender publication portal at [www.etenders.gov.za](http://www.etenders.gov.za) or alternatively can be collected from Mrs. R. Farmer, 15 Main Road, Investment Centre, Vredenburg from **Monday, 09 March 2026**.

If tender documents are collected, a non-refundable tender deposit of R295.00 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.

**Enquiries:** Mr. L. Molefi

**Email:** [lephooi.molefi@sbm.gov.za](mailto:lephooi.molefi@sbm.gov.za)

Tenders must be placed in the tender box of the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, **before 12H00 on Friday, 27 March 2026**, in a sealed envelope where on the outside is clearly marked the above-mentioned tender number and description.

The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted.

The 80/20 preference point system as contained in the Preferential Procurement Policy, R8/5-25, of 29 May 2025 will be used in the adjudication of this tender.

A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document, and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H. Mettler  
MUNICIPAL MANAGER  
Saldanha Bay Municipality  
Private Bag X 12  
VREDENBURG  
7380

## **2. INSTRUCTION TO TENDERER:**

### **2.1 General and Special Conditions of Contract**

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

### **2.2 Acceptance or Rejection of a Tender**

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

### **2.3 Validity Period**

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

### **2.4 Cost of Tender Documents**

Tender documents can be downloaded from the eTender publication portal at [www.etenders.gov.za](http://www.etenders.gov.za) or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into Saldanha Bay Municipality's bank account payable to the Saldanha Bay Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

### **2.5 Registration on Accredited Supplier Database**

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

### **2.6 Completion of Tender Documents**

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the authorised signatory and returned.

- b) Tender documents may not be retyped.
- c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.
- f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.
- g) If a document is electronically completed, NO ALTERATIONS OR AMENDMENTS may be made to the content of the tender document. ALTERATIONS OR AMENDMENTS to the tender document will result in disqualification. Also note that the contract will be terminated in a case where it is detected after contract signing that the tender document was altered or amended. It thus remains the responsibility of the tenderer to ensure that the same document as was issued is submitted.

## **2.7 Compulsory Documentation**

### **2.7.1 Income Tax Clearance Certificate**

A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order or their tax pin.

### **2.7.2 Construction Industry Development Board (CIDB)**

When applicable, a copy of the bidder's registration and grading certificate with the CIDB must be included with the tender.

### **2.7.3 Municipal Rates, Taxes and Charges**

Business account: See MBD 6.1 and call office if any clarification is required (important for claiming preference points).

Director's accounts:

- a) A copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

## **2.8 Authorized Signatory**

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

## **2.9 Site / Information Meetings**

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.

## **2.10 Samples**

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

## **2.11 Quantities of Specific Items**

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

## **2.12 Submission of Tender**

- a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be - placed in the **tender box at the Ground Floor in the Investment Centre, 15 Main Road, Vredenburg by not later than 12H00 on the specified closing date.**
- b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

## **2.13 Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

## **2.14 Contact with Municipality after Tender Closure Date**

- a) Bidders shall not contact the Saldanha Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.
- b) If a bidder wishes to bring additional information to the notice of the Saldanha Bay Municipality, it should do so in writing to the Saldanha Bay Municipality.
- c) Any effort by the firm to influence the Saldanha Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

## **2.15 Opening, Recording and Publications of Tenders Received**

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

## **2.16 Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

## **2.17 Supply Chain Management Policy and Regulations**

Bids will be awarded in accordance with the PREFERENTIAL PROCUREMENT POLICY adopted by Council on R8/5-25, of 29 May 2025, as well as the Municipality's Supply Chain Management Policy.

- a) B-BBEE
  - Original or originally certified B-BBEE certificate or Affidavit.
- b) Locality
  - i) Where the tenderer is the owner of the property:
  - ii) The municipal account must be registered in the trading name of owner of the property, for example:
    - Partnership (Lead company according to agreement).
    - Joint Venture (Lead company according to agreements and where daily operations are done).
  
    - Close Corporation (name of the CC).
    - Public Company "Limited or Ltd" (name of the company).
    - Private company / Proprietary company / (Pty) Ltd (name of the company).
    - Non-Profit Company "NPC" (name of the company).
    - State Owned Company "SOC" (name of the SOC).

- In the case of a One-person business / sole propriety the account must either be in the trading name or in the owner's name.
- In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

c) Where the tenderer is not the owner of the property:

i) Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.
  - OR
- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
  - ✓ That the sole propriety is conducting business from the said address as indicated in the bid documents.
  - ✓ What are the conditions/agreement for conducting business from premises.
  - ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
  - ✓ The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.

NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

Note: Affidavits valid for a period of 3 months

- Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:
  - ✓ If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
  - ✓ The owner of the property must confirm the following:
    - ✓ That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.

- ✓ What are the conditions/agreement for conducting business from premises.
- ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
- ✓ If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
- ✓ NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

- d) Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises:
- i) If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
  - ii) In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 2.24.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD / CIPC, if necessary.

**A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS ARE NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.**

### **2.18 Contract**

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.**

### **2.19 Language of Contract**

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

## **2.20 Wrong Information Furnished**

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

## **2.21 Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Rosaire Farmer, Tel: 022 701 6945 or email [rosaire.farmer@sbm.gov.za](mailto:rosaire.farmer@sbm.gov.za). Enquiries regarding the specifications may be addressed to Lephooi Molefi, Tel: 022 701 6830 or email at [lephooi.molefi@sbm.gov.za](mailto:lephooi.molefi@sbm.gov.za).

## **2.22 Submission of Invoices:**

**Where the value of an intended contract will exceed R 1 000 000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services for VAT purposes in order to be able to issue tax invoices.**

**The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.**

**In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:**

- **The words "TAX INVOICE" in a prominent place;**
- **Name, address and VAT registration number of the supplier;**
- **The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;**
- **The Saldanha Bay Municipality VAT registration number: 41001113150;**
- **Unique VAT invoice number and date of issue;**
- **Accurate description of goods and/or services;**
- **Quantity or volume of goods or services supplied; and**
- **Price and VAT amount and percentage (%).**

**Failure to comply with abovementioned will result in payments not been made timeously.**

**Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers.**

**I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company.**

\_\_\_\_\_

**PRINT NAME**

\_\_\_\_\_

**SIGNATURE**

\_\_\_\_\_

**DATE**

**PART B: COMPULSORY RETURNABLE DOCUMENTS (SCM RELATED)**

**3. MBD 1: INVITATION TO TENDER**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY</b>				
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS OF BUSINESS				
STREET ADDRESS OF BUSINESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN		<b>OR</b>	CSD No
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT [TICK APPLICABLE BOX]	Yes	No	CONTRIBUTOR FACTOR (1 – 10)	
<b>DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.</b>				
ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY OR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF				
MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS				
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?</b>	YES OR NO (Provide proof)		<b>ARE YOU A FOREIGN BASED SUPPLIERS FOR THE GOODS / SERVICES / WORKS OFFERED?</b>	YES OR NO (If yes, answer 3)
CRS no		TOTAL BID PRICE (Brought forward)		<b>R</b>
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Supply Chain Management		DEPARTMENT	Public Safety
CONTACT PERSON	Rosaire Farmer		CONTACT PERSON	Lephooi Molefi
TELEPHONE NUMBER	022 701 6945		TELEPHONE NUMBER	022 701 6830
E-MAIL ADDRESS	<a href="mailto:rosaire.farmer@sbm.gov.za">rosaire.farmer@sbm.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:lephooi.molefi@sbm.gov.za">lephooi.molefi@sbm.gov.za</a>

<b>1. BID SUBMISSION:</b>	
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 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R8/5-25, OF 29 MAY 2025, WILL BE USED IN THE ADJUDICATION OF THIS TENDER.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.	
<input type="checkbox"/> <input type="checkbox"/>	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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
<b>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.</b>	

**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.**

**THE MUNICIPALITY RESERVES THE RIGHT TO ACCEPT ALL, SOME, OR NONE OF THE BIDS SUBMITTED EITHER WHOLLY OR IN PART — AND IT IS NOT OBLIGATED TO ACCEPT THE LOWEST BID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

#### 4. MBD 4: DECLARATION OF INTEREST

DECLARATION OF INTEREST	
1.	No bid will be accepted from persons in the service of the state*.
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 the 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.	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>
3.1.	Full Name of bidder or his / her representative:
3.2.	Identity number:
3.3.	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> )
3.4.	Company Registration Number:
3.5.	Tax Reference Number:
3.6.	VAT Registration Number:
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.
3.8.	Are you presently in the service of the state* <b>YES / NO</b>
3.8.1.	If yes, furnish particulars.
3.9.	Have you been in the service of the state for the past twelve months? <b>YES / NO</b>
3.9.1.	If so, furnish particulars.
3.10.	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? <b>YES / NO</b>

<b>3.10.1.</b>	If so, state particulars.		
<b>3.11.</b>	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>	
<b>3.11.1.</b>	If so, state particulars.		
<b>3.12.</b>	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	<b>YES / NO</b>	
<b>3.12.1.</b>	If so, state particulars.		
<b>3.13.</b>	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	<b>YES / NO</b>	
<b>3.13.1.</b>	If so, furnish particulars.		
<b>3.14.</b>	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?	<b>YES / NO</b>	
<b>3.14.1.</b>	If so, furnish particulars.		
<b>4.</b>	Full details of directors / trustees / members / shareholders:		
<b>COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:</b>			
<b>Full Name</b>	<b>Identity Number</b>	<b>Individual Tax Number for each Director</b>	<b>State Employee Number</b>

<b>CERTIFICATION</b>			
<b>I 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.</b>			
<b>NAME OF ENTERPRISE</b>			
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME (PRINT)</b>		<b>SIGNATURE</b>	
<sup>1</sup> MSCM Regulations: "in the service of the state" means to be -			
a)	a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces;		
b)	a member of the board of directors of any municipal entity;		
c)	an official or any Municipality or municipal entity;		
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);		
e)	a member of the accounting authority of any national or provincial entity; or		
f)	an employee of Parliament or a provincial legislature.		
<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.			

## 5. MBD 6.1 (PREFERENCE POINTS CLAIM FORM)

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.**

#### 1. GENERAL CONDITIONS

##### 1.1 The following preference point system is applicable to invitations to bid:

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

##### 1.2 Points for this bid (even in the case of a bid for income-generating contracts) shall be awarded for:

- a) Price; and
- b) Specific Goals (B-BBEE status level contribution and Locality).

##### 1.3 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20 (10 B-BBEE and 10 Locality)
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

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

##### 1.4.1 B-BBEE

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

##### 1.4.2 Locality

###### 1.4.2.1. Where the tenderer is the owner of the property

The municipal account must be registered in the trading name of owner of the property, for example:

- Partnership (Lead company according to agreement).
- Joint Venture (Lead company according to agreements and where daily operations are done).
- Close Corporation (name of the CC).

- Public Company "Limited or Ltd" (name of the company).
- Private company / Proprietary company / (Pty) Ltd (name of the company).
- Non-Profit Company "NPC" (name of the company).
- State Owned Company "SOC" (name of the SOC).
- In the case of a One-person business / sole proprietor the account must either be in the trading name or in the owner's name.
- In the case of a Private Company (Pty) Ltd. (small businesses) which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

1.4.2.2. Where the tenderer is not the owner of the property

Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.

OR

- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
  - That the sole propriety is conducting business from the said address as indicated in the bid documents.
  - What are the conditions/agreement for conducting business from premises.
  - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
  - The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.
  - NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

Note: Affidavits valid for a period of 3 months

Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:

- If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
  - That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
  - What are the conditions/agreement for conducting business from premises.
  - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.

- The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
- If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
- NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

1.4.2.3. Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises

- If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
- In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 9.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD, CIPC, if necessary.

**A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.**

1.5 The municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the municipality.

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** 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 bidding process or any other method envisaged in legislation;
- (e) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **"bid 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
- (h) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS**

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

$$80/20 \quad P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

**4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

**4.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS**

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

$$80/20 \quad P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

**5. POINTS AWARDED FOR SPECIFIC GOALS**

In terms of the Preferential Procurement policy of Council section 6(2) and 8(2), preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 and 2 below as may be supported by proof/ documentation stated in the conditions of this bid:

**5.1 B-BBEE**

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

**5.2 LOCALITY**

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Saldanha Bay Municipality	10
Within the boundaries of the West Coast District	5
Within the boundaries of the Western Cape	2
Outside the boundaries of the Western Cape or failure to provide proof	0

**6. DECLARATION**

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

**6.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

B-BBEE Status Level of Contribution: \_\_\_\_\_(maximum of 10 points)

**6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2**

LOCALITY: \_\_\_\_\_(maximum of 10 points)

**7. DECLARATION WITH REGARD TO COMPANY / FIRM**

7.1 Name of company / firm: \_\_\_\_\_

7.2 Company registration number: \_\_\_\_\_

7.3 VAT registration number: \_\_\_\_\_

7.4 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]

**7.5 MUNICIPAL INFORMATION**

Municipality where business is situated: \_\_\_\_\_

Street address of business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Registered municipal account number: \_\_\_\_\_

**NOTE: MUNICIPAL INFORMATION PROVIDED MUST BE ALIGNED TO PARAGRAPH 1.4 AND 5.2**

7.6 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 bid, 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;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5, 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 bidding 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 bidder 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 BIDDER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....

## 6. **MBD 8: BIDDER'S PAST PRACTICES**

### DECLARATION OF BIDDER'S 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:
  - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) 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	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b></p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b></p>	<input type="checkbox"/>	<input type="checkbox"/>

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 the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....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.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Tenderer

**DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS**

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 <input type="checkbox"/>	No <input type="checkbox"/>
---------------------------------	--------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 11 Directors, a schedule with addresses must also be attached to the tender document.

**Company Address:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 1 Address:**

Mr. / Mrs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 2 Address:**

Mr. / Mrs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 3 Address:**

Mr. / Mrs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 4 Address:**

Mr. / Mrs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 5 Address:**

Mr. / Mrs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 6 Address:**

Mr. / Mrs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 7 Address:**

Mr. / Mrs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 8 Address:**

Mr. / Mrs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 9 Address:**

Mr. / Mrs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 10 Address:**

Mr. / Mrs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Director 11 Address:**

Mr. / Mrs \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attach page if space insufficient.**

**7. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe 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:
  - a) take all reasonable steps to prevent such abuse;
  - b) 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
  - c) 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:

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

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: \_\_\_\_\_ that:

(Name of Bidder)

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
  - 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 consortium<sup>3</sup> 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:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) 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.
10. 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.

11. 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.

12. 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.

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

<sup>3</sup> 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.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## **8. CENTRAL SUPPLIER DATABASE (CSD)**

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

**The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.**

**All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.**

Enquiries can be made to Mr. V. van Wyk at 022 701 7168.

CSD registration number (if registered): .....

## **PART C: CONDITIONS OF CONTRACT**

### **9. GENERAL CONDITIONS OF CONTRACT (GCC OF 2010)**

#### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk.
- Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid.

Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the Supplier fails to perform any other obligation(s) under the contract;  
or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) The name and address of the supplier and / or person restricted by the purchaser;

(ii) The date of commencement of the restriction;

(iii) The period of restriction; and

(iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.

23.7 The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation.

No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein;

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order.

Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**10. SPECIAL CONDITIONS OF CONTRACT**

1. Tenders are requested to quote firm prices effective from commencement date of the contract. The pricing shall be fixed from closing date of the tender until 30 June 2027, whereby price increases will be allowed. If there is an increase in the fixed rate in each of the financial years 2027/2028 and 2028/2029, the successful bidder must immediately provide signed documentary proof of any increase and reasons thereof. Price increases will be allowed from 01 July 2027. No backdated increases will be allowed. Increase will only be effective from date of approval. Pricing for all products available to increase as negotiated per CPIX. The municipality reserves the right to accept or decline the amendment of the quoted fixed rate based on affordability.
2. Estimates quantities used in the pricing schedule are for evaluation purposes only and may vary. The successful service provider will have to sign a service level agreement with the municipality before any service can commence.
3. The certification (SANS 1795-0:2007 Parts 0 ,1, 2, 3, 4 and 5) of the proposed solution/system must be attached with the submission of the tender.

**4. PREVIOUS EXPERIENCE**

It is compulsory to list three projects in Annexure A. Non-compliance to this will render your bid non-responsive. Failure to provide proof of the mentioned previous relevant experience in Annexure A will lead to disqualification.

<b><u>CRITERIA</u></b>	<b><u>MEASURES</u></b>
<b>Previous Relevant Experience of Vendor</b> [complete Annexure 'A']	<ul style="list-style-type: none"><li>• Minimum of three previously successfully completed projects of a similar nature completed within the past ten years.</li><li>• Bidders must submit reference letters with the tender for each project listed below. (Appointment letters will not be regarded as reference letters)</li></ul>

**ANNEXURE 'A': PREVIOUS RELEVANT EXPERIENCE**

<b>TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED</b>	<b>CLIENT'S DETAILS</b> <i>(Where work was performed, contact name &amp; phone number)</i>	<b>CONTRACT PERIOD</b>	<b>VALUE OF CONTRACT</b>

If the above space is insufficient, the tenderer can submit additional sheet(s) in the same format.

**11. AUTHORITY TO SIGN BID**

**TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)**

Company (Pty) Ltd. & Ltd.	Please complete <b>section 1</b> below	
Close Corporation (CC)	Please complete <b>section 2</b> below	
Sole Proprietor	Please complete <b>section 3</b> below	
Partnership	Please complete <b>section 4</b> below	
Consortium, Club, Trust, etc.	Please complete <b>section 5</b> below	
Joint Venture	Please complete <b>section 6</b> below	

**1. COMPANIES - (PTY) LTD. & LTD.**

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

- 1.2. A valid resolution must be signed by:
- 1.2.1. Majority directors; or
  - 1.2.2. Chairman of the Board; or
  - 1.2.3. Company Secretary

**PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY**

<b>Date resolution was taken</b>			
<b>Resolution signed by (name and surname)</b>			
<b>Capacity</b>			
<b>Name and surname of delegated authorised signatory</b>			
<b>Capacity</b>			
<b>Specimen signature</b>			
<b>Full name and surname of ALL director(s)</b>			
<b>Is a copy of the resolution attached?</b>	<b>YES</b>		<b>NO</b>

<b>SIGNED ON BEHALF OF COMPANY / CC:</b>		<b>DATE:</b>	
<b>PRINT NAME:</b>			
<b>WITNESS 1:</b>		<b>WITNESS 2:</b>	

**2. CLOSE CORPORATION (CC)**

2.1. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or

2.2.3. Company Secretary.

**PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION**

<b>Date resolution was taken</b>			
<b>Resolution signed by (name and surname)</b>			
<b>Capacity</b>			
<b>Name and surname of delegated authorised signatory</b>			
<b>Capacity</b>			
<b>Specimen signature</b>			
<b>Full name and surname of ALL director(s) / member (s)</b>			
<b>Is a copy of the resolution attached?</b>	<b>YES</b>		<b>NO</b>

<b>SIGNED ON BEHALF OF COMPANY / CC:</b>		<b>DATE:</b>	
<b>PRINT NAME:</b>			
<b>WITNESS 1:</b>		<b>WITNESS 2:</b>	

**3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON**

I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

**OR**

I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. PARTNERSHIP**

We, the undersigned partners in the business trading as

\_\_\_\_\_

hereby authorize Mr / Ms \_\_\_\_\_

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

<b>The following particulars in respect of every partner must be furnished and signed by every partner:</b>			
<b>Full name of partner</b>			<b>Signature</b>
<b>SIGNED ON BEHALF OF PARTNERSHIP:</b>		<b>DATE:</b>	
<b>PRINT NAME:</b>			
<b>WITNESS 1:</b>		<b>WITNESS 2:</b>	

**5. CONSORTIUM / CLUB / TRUST / ETC.**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_

(Name of entity) to act as lead consortium partner and further authorize

Mr / Ms \_\_\_\_\_

to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

<b>The following particulars in respect of each consortium member must be provided and must be signed by each member:</b>			
<b>Full Name of consortium member</b>	<b>Role of consortium member</b>	<b>% Participation</b>	<b>Signature</b>
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**6. JOINT VENTURE**

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms \_\_\_\_\_ authorized signatory of the Company / Close Corporation / Partnership (name) \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

**1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)**

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

**2. 2<sup>nd</sup> PARTNER**

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

**3. 3<sup>rd</sup> PARTNER**

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

**4. 4<sup>th</sup> PARTNER**

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

**NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.**

**A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.**

**12. CONTRACT FORM: PURCHASE OF GOODS/WORKS/SERVICES**  
**(MBD7)**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS. NOTE: THIS FORM WILL ONLY BE SIGNED BY THE PURCHASER AFTER AWARD AND APPEAL/S HAVE BEEN DEALT WITH.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works or to render services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number **SBM 18/25/26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid
    - Tax clearance certificate
    - Pricing schedule(s)
    - Technical Specification(s)
    - Preference claims in terms of the Preferential Procurement Policy adopted by Council, R8/5-25 of 29 May 2025;
    - Declaration of interest;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. 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 goods and/or works 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.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2.	.....
DATE: .....	

**PURCHASE OF GOODS/WORKS/SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

- 4 I ..... in my capacity as .....  
 accept your bid under reference number **SBM 18/25/26** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 5 An official order indicating delivery instructions is forthcoming.
- 6 I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note (goods or works) or after receipt of an invoice (services).

TO BE COMPLETED: GOODS / WORKS

ITEM NO.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S (B-BBEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

OR

TO BE COMPLETED: SERVICES

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	POINTS CLAIMED FOR HDI'S (B-BBEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

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

SIGNED AT .....ON.....  
 NAME (PRINT) .....  
 SIGNATURE .....

WITNESSES	
1.	.....
2.	.....
DATE	.....

## **PART D: SPECIFICATIONS**

### **13 SPECIFICATIONS**

#### **BACKGROUND**

Saldanha Bay Municipality intends to appoint an experienced service provider with a proven track-record for the provision of traffic law enforcement equipment, back-office systems and related services for a period until June 2029.

The contract is envisaged to commence on 01 July 2026 and will expire 30 June 2029. The tenderer will be expected to commence preparatory work as soon as the contract is awarded and all needs (installation configuration) to be completed before date of commencement.

#### **TECHNICAL SPECIFICATIONS OF REQUEST FOR PROPOSAL**

The contractor MUST comply with the following requirements:

- 1 Supply, install and maintain new digital camera systems to enforce speed and red-light violations at semi fixed, fixed and mobile sites. Up to four (4) Red-light violation sites may be called for by the Municipality, while the number of mobile camera systems to be provided will be four (4). The contractor must also make provision for ten (10) semi-permanent camera sites. Provide fixed camera systems with Artificial Intelligence capability to detect moving violations at agreed locations. The actual number of camera systems and sites that may be called for during the term of the contract will be at the discretion of the Municipality up to the maximum as stated in these specifications.
- 2 Supply Remote Electronic Section 56, 341 and AARTO Notices Handheld devices and printers on demand of the Municipality, capable of scanning South African Driver's license and South African vehicle license disk, issue discontinue notices and centralized Management Tool functionality. Be able to track officer movement via GPS integration in real time accurate to ten (10) meters. Capable of integration with all enforcement cameras and Natis system.
- 3 Recruit and appoint as a minimum one (1) Junior Technicians to be utilized by Saldanha Traffic Services for the daily installation and monitoring of the semi mobile camera boxes, monitoring of all fix sites, assisting the Speed Officers on site with any minor technical issues, assisting with the setting up of the ANPR Roadblock system, and or any other reasonable instruction, within the municipal boundaries of Saldanha Municipality. All appointments to be done in collaboration with Saldanha Bay Municipality. The full remuneration package of the Semi-Skilled Technician's to be paid by the contractor must be in line with the applicable bargaining council guidelines. Overtime must be paid in line with the Labour Relations Act 66 of 1995 where applicable. All Junior Technician's to sign contracts with the contractor for the full term of the contract from the date of commencement of the contract.
- 4 Supply and maintain one (1) suitable vehicle capable of transporting no less than two (2) complete semi-permanent cameras at a time for the exclusive use by the Junior Technicians. The contractor will be responsible for the full maintenance, insurance, running cost of the

vehicles and passive tracker system of which, the Municipal Project Manager will have access to. The aforementioned vehicles will stay the property of the contractor

- 5 Establish a Local Traffic Contravention Management System and full back-office services inclusive of sufficient staffing contingent for the processing of all camera generated, Handheld device and handwritten traffic fines (Sec 56, Sec 54 and 341's of the Criminal Procedures Act, Act 51 of 1977), AARTO Notice in terms of Adjudication of Road Traffic Offences Act, No. 46 of 1998 and all By-Law fines taken from the commencement date of the contract. This will encompass the full life cycle of a fine from the initial capturing of the offence, through all the legal processes which includes summons serving and court processes, up to the stage where the fine is ultimately finalized.
- 6 Interface the contractor system with the Municipality's cash receipt systems and with the systems of its third-party payment agents (pay@ and Easy Pay) to allow the validation of infringements and the taking of infringement payments via these systems. The contractor must host a website where details of infringements and associated images can be viewed and paid via electronic payment method directly to the merchant bank account of the Saldanha Bay Municipality. The contractor must establish interfaces to the systems of the Municipality's third-party payment agents for the hosting of details and images on their websites.
- 7 Install Automatic Number Plate Recognition (ANPR) technology capable of identifying vehicles with outstanding infringements, summonses, false number plates, and warrant of arrests in five (5) Traffic Vehicles for the duration of the contract. Establish and maintain a single link with a third-party supplier which consists of databases for vehicles of interest. This link must be a live, real-time link with a constant return time less than one (1) second. The contractor will be responsible for the monthly operating cost for these links.

## **RESPONSIBILITIES**

The contractor must:

- 8 Perform all its duties under the supervision of the Saldanha Bay Municipality and in strict compliance with any instruction received either verbal or in writing from an authorized representative of the Municipality.
- 9 Appoint a suitable person in consultation with the Saldanha Bay Municipality based in the Saldanha Bay area as "Project Manager" with overall accountability to administer and execute all aspects of the contract and to serve as primary liaison between Saldanha Municipality and the contractor on an incessant basis.
- 10 Replace the "Project Manager" upon receipt of a written request from Saldanha Bay Municipality in the event that the Municipality is of the opinion that the "Project Manager" is not acting in the best interest of the contract.
- 11 Acknowledge that Saldanha Bay Municipality retains ownership of the contents of the contractor system's database, including all the images and offence details in respect of each offender taken during the contract period and make available to Saldanha Bay Municipality

- on request any data or images that may be required for any purpose whatsoever and in the format as requested at no cost to the Municipality.
- 12 Acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfil their obligations in terms of the contract, the parties agree to re-negotiate the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of Saldanha Bay Municipality, the only reasonable option is to terminate all or part of the contract, Saldanha Bay Municipality may unilaterally do so after giving the contractor one month written notice.
- 13 Commence preparatory work as soon as the contract is awarded. This includes securing of suitable premises, setting up of the service center, setting up of hardware and software systems, configuring the systems, appointment and training of staff, delivery and setting up of camera systems, preparing for data migration (if applicable) and any other preparatory work that can practically be performed before the commencement date;

**DIGITAL SPEED ENFORCEMENT CAMERA COMPLIANCE**

The contractor must for purposes of the agreement, as and when directed by Saldanha Municipality, supply and install up to:

- 14 Four (4) semi fixed digital camera systems to record speed and red-light violations;
- 15 Four (4) sets of ancillary equipment for the semi fixed cameras each including the housings, detection systems, power supply, secondary illumination and four (4) 10.1 inch Electronic Smart Phone devices which interface between the camera and the user on an encrypted web based user interface, at such locations as may be determined from time to time by Saldanha Bay Municipality and provided such locations have been authorized for the use of such equipment by the Director of Public Prosecutions and Chief Traffic Services. Provide fixed cameras systems with Artificial Intelligence capability to detect moving violations. The deployment of cameras and rotation of cameras between locations will be solely as determined by Saldanha Bay Municipality.
- 16 Four (4) mobile digital camera systems to record speed violations and four (4) sets of ancillary equipment which include tripods, flash illumination units for night-time operation, spare batteries, chargers and other accessories and equipment required for successful operation of the cameras. The four (4) cameras will consist of radar and laser cameras and four (4) 10.1-inch Electronic Smart Phone devices which interface between the camera and the user on an encrypted web-based user interface

*MINIMUM DISTANCE BETWEEN THE CAMERA AND ELECTRONIC SMART PHONE DEVICE MUST NOT BE LESS THAN ONE HUNDRED (100) METERS.*

- 17 Four (4) semi-permanent cameras to be installed in a secured enclosure mounted on a plinth which is concreted into the ground for speed law enforcement in the Saldanha area on a daily basis. The camera and all ancillary equipment must be light enough for one person to carry.
- 18 Four (4) sets of ancillary equipment for the semi-permanent cameras including the housings, plinths, early detection systems, power supply and secondary illumination, at such locations as may be determined from time to time by Saldanha Bay Municipality and provided such locations have been authorized for the use of such equipment by the Director of Public Prosecutions and Chief Traffic Services. The deployment of cameras and rotation of cameras between locations will be solely determined by Saldanha Bay Municipality.
- 19 All digital Speed violation cameras MUST as a minimum:
- 19.1 be able to generate traffic offences for those vehicles exceeding the speed limit as a stand-alone camera
  - 19.2 be able to measure the average speed of vehicles travelling between two points on a particular stretch of roadway. (Average Speed Over Distance)
  - 19.3 capable of covering multiple lanes (minimum of four) between two points on a particular stretch of roadway.
  - 19.4 have an on board active intelligent vehicle scanning system with real-time view of scanned vehicles, the ANPR confidence level and the reason for scanning must be displayed on the image. The Intelligent Vehicle Scanning System must actively in real-time collect all number plate data passing cameras, collected and collated in the back-office including ANPR confidence levels, where ANPR screening is mandatory with an 80% level at a distance of 60m and 95% at a distance below 60m.
  - 19.5 be capable of detecting vehicles that are sought for outstanding warrants of arrest, false number plates, stolen vehicles, expired license discs and the like through an on-board ANPR system by connecting to appropriate databases in real time. A link MUST be established to all cameras as per this tender inclusive of ANPR vehicles and connected to a digital monitoring system in an office as determined by the Chief Traffic Services. The images sent to the digital monitoring system must be seamless and in full colour identical to the picture taken for the offence.
  - 19.6 be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP) and any requirements of the Directorate of Public Prosecutions in the Western Cape.
  - 19.7 be incorporated with a tamper detector which in the event of tampering will send a SMS to a dedicated cell phone/s in the event of vandalism.

- 20 As a minimum, the semi fixed, and mobile digital camera systems MUST be compliant with the following:
- 20.1 SANS 1795, including Part 5 "Data capturing and recording devices for road traffic law enforcement equipment".
  - 20.2 Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP)
  - 20.3 Written approval of the Director Public Prosecutions: Cape of Good Hope.
  - 20.4 Approval of the Chief Traffic Services of Saldanha Bay Municipality and or a duly authorized employee of the Municipality in terms of the System of Delegations.
  - 20.5 Be able to operate 100% in temperatures between – 10°C and 60°C measured inside the housing of the digital camera.
  - 20.6 All cameras must be equipped with a passive (infra-red) and /or active illumination for enhanced night-time operation and must be able to function accurately in terms of all relevant guidelines (i.e. TCSP guidelines) during absolute dark circumstances.
  - 20.7 The camera systems shall produce evidence of each offence in full compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information including any amendments during contract period that shall be deemed necessary.
  - 20.8 All cameras must be incorporated with a camera sensor size of a minimum of 4/3 inches or better with an on-board video base system rendering as a minimum 6 seconds of footage per violation.
  - 20.9 All cameras must be incorporated with a video-based system. The system must allow the end user to switch to live feed by selecting the function for real-time surveillance.
  - 20.10 Provide a full colour image of the offence showing a wide angled context of the offence as well as all relevant details of the offending vehicle.
  - 20.11 Evidence produced shall be tamper proof and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free.
  - 20.12 Fixed and or semi fixed camera systems shall provide for multiple lane speed and red-light violation enforcement.
  - 20.13 Fixed and or semi fixed camera systems shall be fully protected against vandalism. Fixed and semi fixed camera systems shall allow for quick and easy rotation between sites by one person and user-friendly set-up procedures with a 10.1-inch Electronic Smart Phone Device working on an encrypted web-based user interface.

20.14 Fixed and semi fixed camera systems shall incorporate a power source allowing continued camera operation for a minimum of 4 (four) hours during power outages.

20.15 Mobile camera and semi-permanent camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user-friendly set-up procedures.

20.16 Mobile camera systems shall have sufficient battery capacity to allow operation during an entire shift (eight hours) without recharging.

20.17 All camera systems MUST automatically record and store statistics including but not limited to, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times, the 85th percentile and duration of operations.

20.18 MUST be able to download the statistics to Pdf and or Microsoft Office formats.

21 In respect of all fixed and semi fixed camera systems supplied the contractor must:

21.1 be responsible for all electrical requirements for the installation and operation of fixed cameras and pay for electricity used by any particular camera. Electrical supply must be applied for through the correct municipal procedures. A letter of approval MUST be submitted to the Municipal Project Manager before the commencement of the camera installation.

21.2 ensure that all camera boxes installed are yellow colour coded and conform to any installation requirements as specified by Saldanha Bay Municipality.

21.3 prepare any applications, way-leave applications, sitemaps and other supporting documentation necessary for a successful application to the relevant company/ authority and ensure that the required permits and/or licenses and/or regulatory approvals have been obtained before installation of cameras and ancillary equipment.

21.4 conduct monthly analyses and produce user friendly statistics either in Pdf or Microsoft Office formats on road usage and offence patterns at specific sites in order to assist the Municipality to determine the need for fixed/ semi fixed or mobile camera deployment at any site.

21.5 inspect all cameras and ancillary equipment not less than once per week with the prior approval of Saldanha Bay Municipality in order to ensure that the cameras and ancillary equipment are in good working order and of neat and well-maintained appearance at all times

21.6 comply with any requirements from Saldanha Municipality in respect of semi- fixed camera installations and supply any additional equipment as may be required by the Municipality from time to time in order to facilitate inspection of the fixed/ semi fixed cameras.

21.7 maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras.

21.8 ensure that a minimum of one auxiliary cameras per camera group (semi-fixed and mobile

cameras) is kept in a secured location at the Saldanha Traffic Department accessible to the Speed Section at any time of day.

- 21.9 repair any damaged and or technical defected camera and or ancillary equipment immediately, provided that if a camera cannot be repaired the auxiliary camera MUST be made operational on the relevant site within 1(one) hour. Auxiliary cameras MUST comply with all requirements in terms of this contract
- 21.10 calibrate the cameras at 6 (six) monthly intervals, or as required by the Director of Public Prosecutions and or as published in The Guidelines of the Technical Committee for Standards and Procedure, or at such other intervals as may be required by Saldanha Municipality from time to time and ensure that the calibration certificates are provided to the Municipality.
- 21.11 calibrate the zero velocity test site and all Average Speed Over Distance locations at 12 (twelve) monthly intervals, or as required by the Director of Public Prosecutions and as published in the Guidelines of the Technical Committee for Standards and Procedure, or at such intervals as may be required by the Saldanha Municipality from time to time to comply with any legislative compliance.
- 21.12 provide on-site field support to the Saldanha Bay Municipality's employees using cameras wherever they may be deployed, by rendering any technical assistance that may be required and by downloading images and data in the field as necessary, during the hours that the cameras are used
- 21.13 provide training workshops in the use of the cameras and ancillary equipment to the employees of Saldanha Bay Municipality as and when required by the Municipality. The contractor shall bear all costs associated with the provision of any such training workshop and issue certificates to the Municipality's employees in respect of training received.
- 21.14 acquire insurance covering damage or loss for any reason of the contractor's cameras and ancillary equipment and maintain such insurance for the duration of this agreement.
- 21.15 establish a secured storing and processing location at Saldanha Traffic Services that is spacious enough and suitably equipped to serve the needs of the contractor.
- 21.16 upload all camera images and data and capture any additional particulars as may be required to successfully prosecute the offence.
- 21.17 provide facilities and systems (hardware & software) for officers of Saldanha Bay Municipality to adjudicate every image with its associated data and either accept it as prosecutable, or reject it as non-prosecutable.
- 21.18 ensure that the contractor system "force" each image to be adjudicated by an officer and be capable of identifying the officer responsible for the adjudication.
- 21.19 ensure that the contractor system does not allow any image to be tampered with, deleted, cancelled or rejected by any person other than the Adjudicating Officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted or rejected by each Adjudication Officer with appropriate reasons for rejections and statistical reports on additional charges adjudicated by each Adjudication officer.
- 21.20 provide Saldanha Bay Municipality with the images and data in a suitable electronic medium to be kept as prime evidence for the prosecution of cases in court as required by applicable legislation.
- 21.21 provide an internet facility which shall include, but not be limited to, viewing of all images and related data captured by the cameras and the payment of any fines in terms of this tender.

- 21.22 make available the images and data to Saldanha Bay Municipality, or any other party as directed by an authorized person of the Municipality, for inclusion in their internet viewing and payment facility or for any other reason whatsoever.
- 21.23 produce expert evidence in court (either documentary or verbal) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds. All travel cost of expert witness for the account of the service provider.
- 21.24 The Municipality requires a traffic contravention system and full back-office services for the processing of all camera generated, handwritten traffic fines and handheld electronic devices fines (Sec 56 and 341"s). This will encompass the full life-cycle of a traffic fine from the initial capturing of the offence, through all the legal processes which includes summons serving and court processes, up to the stage where the fine is ultimately finalized (summons paid, warrant of arrest paid or warrant of arrest expired).
- 21.25 The Municipality also requires one Average Speed over Distance (ASOD) enforcement system (Back office).
- 21.26 All prospective Bidders will be obliged to Sign an SLA (Service Level Agreement) to dictate the conditions of services, the SLA agreement may not contradict any conditions as stated in the tender document.
- 21.27 The Tenderer will have to prove to the satisfaction of the Municipality that its systems and infrastructure have the capacity to process at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes. (this will be done by checking with Municipalities that the Tenderer have worked with, and measures will be in place that will monitor the Tenderer through the duration of the contract with the option to terminate).
- 21.28 The Tenderer will be expected to process all new cases taken from the commencement date of the contract. The unfinalized fines in the previous system will remain the responsibility of the previous Tenderer to finalize. At the end of the contract period, the contractor shall be obligated to transfer all data (legacy system) at no cost to the Municipality within 7 days.
- 21.29 Should the Administrative Adjudication of Road Traffic Offences (AARTO) Act be implemented in the Western Cape before or during the period of the tender, the Tenderer will be expected to process all offences and infringements issued under the AARTO Act in accordance with the AARTO legislation and the AARTO Standard Operating Procedures (SOP"s). As prescribed, the Tenderer will have to process AARTO infringements directly on the National Road Traffic Offence Register (NRTOR) whilst, at the same time, concluding all non-AARTO cases on the Tenderer's own system. A separate section of these tender deals specifically with deliverables should the AARTO Act come into effect.
- 21.30 For non-AARTO related obligations the Municipality will pay the Tenderer an all-inclusive monthly service fee as full compensation for all equipment, systems and services delivered in terms of the contract, including any associated costs borne by the Tenderer. The monthly service fee will be based on a set fee for every fine payment recorded on the Tenderer system during the month regardless of how many charges are included in the fine (As per mutual

agreement) The Municipality will not pay a fee for cases which are withdrawn. Tenderers are required to tender a firm unconditional price for the set fee.

21.31 For AARTO related obligations the Municipality will pay the Tenderer an all-inclusive fee based on the number of AARTO infringements successfully captured or uploaded into the NRTOR.

21.32 The Municipality requires interfacing of the Tenderer system with the Municipality's cash receipt system and with the systems of its third-party payment agents to allow the validation of fines and the taking of fine payments via these systems. The Tenderer will also be expected to host a website where details of fines and associated images can be viewed. The Tenderer also needs to establish interfaces to the systems of the Municipality's third-party payment agents for the hosting of such details and images on their websites.

## **PATROL VEHICLES**

22 The Municipality request the Tenderer to install ANPR equipment to 5 (five) identified patrol vehicles owned by the Municipality on the Tenderers cost.

23 Capability of the ANPR equipment, is equipped with on-board ANPR cameras and detection systems hardware:

The ANPR vehicle is:

23.1 Equipped with a suitable printer capable of immediate production and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports;

23.2 Equipped with on-board ANPR cameras and detection systems hardware:

- capable of being operated whilst driving the patrol vehicle;
- capable of scanning passing, parked or approaching vehicles to the left, to the right and to the front of the patrol vehicle.
- have no on-board databases, but is capable of detecting vehicles with outstanding warrants of arrest, false number plates and expired license disc or any other information for which the vehicles may be sought, by wirelessly linking to appropriate back-end databases in real time;
- capable of instantaneously alerting system operators whenever a vehicle that is sought for any reason is detected by emitting an audible tone and displaying a message alert.
- capable of recording a colour overview image of each vehicle read.
- be capable of connecting wirelessly to the contractor system for the purpose of making online enquiries on outstanding offences against a vehicle or person.

23.3 The contractor MUST supply, install and maintain software/ hardware on the ANPR system that is capable of:

- scanning passing, parked or approaching vehicles to the left, to the right and to the front of the patrol vehicle
- detecting vehicles with outstanding warrants of arrest, false number plates, expired license disc or any other information for which the vehicles may be sought, by wirelessly linking to appropriate back-end databases in real time
- instantaneously alerting system operators whenever a vehicle that is sought for any reason is detected by emitting an audible tone and displaying a message alert
- recording a colour overview image of each vehicle read
- connecting wirelessly to the contractor system for the purpose of making online enquiries on outstanding offences against a vehicle or person
- connecting to the wireless network with a return time less than a second on a secured environment;
- automatic as well as manual enquiries via a keyboard for both registration number and ID number
- producing daily statistics including, vehicles scanned, vehicles positively matched against various databases, action taken by officers

24 Supply the Municipality with one portable system capable of remote access to the Tenderer contravention system, Natis, SAPS, or any other database required by the Municipality. The portable system should be capable of accessing the required databases on a wireless, live and real-time basis. A printer should form part of the portable system for producing copies of scanned warrants of arrest. All Telecommunication costs needed for abovementioned devices must be included in the Tenderer's cost. The Municipality network will not be utilized for the devices

**ELECTRONIC NOTICE PRINTER (SECTION 341 AND SECTION 56) (HANDHELD DEVICES)**

25 The contractor must for purposes of the agreement, supply and maintain on the demand of the Municipality

25.1 Integration with the contractor's Identity Server and or Natis to retrieve infringer latest personal and address information in real time

25.2 integration with the Local Contravention Management System (LCMS) for issuance of court dates, charge codes, and ticket sequence numbers

25.3 immediate upload of all infringement and associated evidence to the LCMS

25.4 scanning South African barcode Driver License

- 25.5 scanning South African barcode Vehicle License
- 25.6 Issue Discontinue Notices
- 25.7 Issue AARTO Notices
- 25.8 Centralized Management Tool
- 25.9 integration with all speed law enforcement cameras for purposes of manual Speed law enforcement
- 25.10 be operated and included with a Stylus for easy operation and infringer digital signature

26 The Electronic Notice Printer must as a minimum be:

- 26.1 a rugged handheld device with no cables, build in rechargeable battery with a duty cycle of one shift (8 hours) or more
- 26.2 a wizard type Graphic user interface
- 26.3 able to track officer movement via GPS in real time with an accuracy of 10 meters
- 26.4 user friendly and be subjected to full auditing,
- 26.5 able to take and store unlimited photographic evidence for a minimum of 24 (twenty-four) hours stored on a build in storage device
- 26.6 able to deliver GPS co-ordinates of the infringement location and forward Geocoding using Google API (application program interface),
- 26.7 able to print notices immediately with an appropriate till slip type printer,
- 26.8 able to have a data base of all outstanding Section 341, 54, 56, AARTO Notices, and Warrant of Arrests on hand for immediate display on the road when Driver's License and or Vehicle License is scanned by an officer
- 26.9 able to display a crystal clear colour image of all relevant information

27 The contractor will be expected to draft and supply all relevant paperwork to generate a prosecutable document as directed by an authorized person the Electronic Notice Printer at no cost to the Saldanha Municipality. This document MUST be approved by the various Magistrate areas, Chief Traffic Services and or the Municipal Project Manager before utilization.

### **ROADBLOCK SUPPORT VEHICLE'S**

The Municipality request the Tenderer to replace and maintain the equipment to an identified vehicle owned by the Municipality which will be utilized as a roadblock support vehicle.

The roadblock support vehicle owned by the Municipality is equipped with on-board ANPR cameras and detection systems hardware:

28 Capable of detecting vehicles with outstanding warrants of arrest, false number plates or any other information for which the vehicles may be sought, by wirelessly linking to appropriate back-end databases in real time.

29 Capable of instantaneously alerting system operators whenever a vehicle that is sought

for any reason is detected by emitting an audible tone and displaying a message alert.

30 Capable of recording a colour overview image of each vehicle read

31 Equipped with a suitable printer capable of immediate production and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports.

The contractor MUST supply, install and maintain the following software/ hardware on the ANPR system:

31.1 Supply and maintain equipment necessary for conducting of efficient roadblocks, including but not limited to portable computers, printers, scanners, utensils for securely transporting cash with a drop down safe.

31.2 The Municipality further needs one (1) portable unit capable of remotely connecting to the Tenderer system and producing copies of warrants of arrests at the roadside.

31.3 The Tenderer shall be liable to ensure that all the equipment is sufficiently insured, and proof thereof should be provided to the Municipality on a quarterly basis.

### **SERVICE CENTRE COMPLIANCE**

The contractor must:

32 establish a fully functional service center at conveniently located premises as agreed by Saldanha Municipality for the exclusive use by the contractor for all back-office compliances in terms of this tender.

33 bear all associated costs of the service center and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials and consumables if the service center is situated on the premises of the Municipality.

34 ensure that the service center is operated by the contractor employees during Saldanha Municipality's normal office hours, or any other hours as may be agreed between the parties.

35 implement measures to ensure that the service center operations comply with directives of the Occupational Health and Safety Act, Act 85 of 1993, Saldanha Municipality, the Courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures (TCSP);

36 allow an authorized person/s of the Saldanha Municipality to inspect the activities of the service center at any reasonable time to ensure that the contractor is complying with all terms and conditions of this agreement

**STAFFING, SUB-CONTRACTORS AND AGENTS:**

The contractor must:

- 37      appoint such number of contractor employees as required by the contractor in order to fulfil its obligations in terms of the provisions of this agreement.
  
- 38      ensure adequate management expertise and supervision in the service center to effectively manage all its functions, provided that the person in charge of the Service Centre has delegated authority to execute requests from an authorized person of the Municipality at his/ her own discretion in terms of this tender. ensure that all contractor employees are suitably qualified and/or trained to perform all the responsibilities of the contractor in terms of this agreement
  
- 39      take exclusive responsibility for any sub-contractors and agents the contractor may appoint to assist in delivering the contractor services and acknowledge that the contractor remains solely responsible for ensuring that the contractor services are rendered in accordance with the terms and conditions of this agreement within the time frame as given by an authorized person of the Saldanha Municipality.

**HARDWARE, SOFTWARE AND NETWORKING:**

The contractor must:

- 40      provide and operate a contractor system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977). The system must be web based with a Microsoft SQL or Oracle back end
  
- 41      provide and operate a contractor system software package developed for the collection of revenue for Pound facilities
  
- 42      provide sufficient hardware in the service center in order to meet its obligations in terms of this agreement and to operate the contractor system at optimal efficiency including but not limited to desktops, monitors, printers, scanners, fax machines and the like. As a minimum each Administrative Clerk must have a Desktop, 24" LED LCD Monitor, wireless keyboard and mouse and a printer capable of printing, scanning and copying
  
- 43      at its own cost, establish and maintain data communication links to the Saldanha Municipality's Local Area Network in order to allow up to three (3) of the Municipality's remote workstations to operate on the contractor system
  
- 44      ensure that the hardware supplied by the contractor will have sufficient capacity to allow for all the Saldanha Municipality's remote users connected to the contractor system to work simultaneously and at optimal efficiency
  
- 45      ensure that the hardware and software is upgraded as new programs and or hardware

- develops during the term of the contract at the cost of the service provider
- 46 provide software licenses to Saldanha Municipality in respect of all the contractor software for the operation of the Municipality's own workstations linked to the contractor system
- 47 provide an on-going program of training for the Client's users of the contractor system to ensure that all users are adequately trained to perform their respective functions on the system
- 48 provide Saldanha Municipality with user manuals for all the contractor systems
- 49 provide proof to the satisfaction of Saldanha Bay Municipality that the contractor system has the capacity of processing no less than the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes
- 50 provide proficient information and communication technical support based in the Western Cape area to ensure that the contractor system continues to perform optimally, that any technical hardware, software or networking problems are resolved instantaneously and that enhancements to the contractor system that may be required by Saldanha Bay Municipality are implemented without delay
- 51 provide proficient information and communication technical support based in the Western Cape area to ensure that the contractor system continues to perform optimally with regards to all cashier functions which include any 3rd party payment and or web-based payments, receiving revenue generated is a direct result of this contract.

**FUNCTIONS TO BE PERFORMED BY THE SERVICE CENTRE:**

The contractor must:

- 52 automatically update the contractor system by importing offence records from speed cameras and Electronic Notice Printers related offences;
- 53 provide high speed document scanning equipment at the Traffic Department to facilitate scanning of documents and electronic transmission of the scanned images for data capturing from the images through the use of a document management system. This system is to be used primarily for handwritten fines that are handed in by officers, but could also be used for other documents as agreed between the contractor and Saldanha Bay Municipality
- 54 Provide high speed document scanning equipment at the Service Centre to facilitate scanning of Warrant of Arrests, Sec 56, Sec 341, Representations handed in by the public and or any other relevant documentation to be used in roadblocks by remotely linking to the Contractor Back-Office and printing in real time
- 55 Capture the data related to the following within 3 working days following the day that it was received by an authorized person of the Service Centre:

- 55.1 Section 341 notices issued
- 55.2 Section 56 notices issued
- 55.3 AARTO Notices
- 55.4 Representations received from offender
- 55.5 Representation results
- 55.6 Court results
- 55.7 Authorization of Warrant of Arrest
- 55.8 Name and address changes
- 55.9 Change of offender detail
- 55.10 Return of Service of summonses
- 55.11 Execution of Warrant of Arrest

56 establish an interface with the NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the contractor system accordingly

57 establish an interface with the NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the NaTIS system

58 generate, print and process the following documents, provide postage and ensure the mailing thereof from a postal service provider located in the Western Cape area:

- 58.1 Section 341 notices (camera mailers) within 30 days of offence date
- 58.2 Notification of No Admission of Guilt Offences within 30 days of offence date
- 58.3 Notification of Red-Light Violation offences within 30 days of offence date
- 58.4 Notice Before Summons (2nd notice);
- 58.5 Warrant of Arrest notices
- 58.6 Representation acknowledgement letters
- 58.7 Representation result letters
- 58.8 General letters
- 58.9 Any other documentation required for the successful operation of the Service Centre
- 58.10 ensure that the layout, design and content of any documentation produced by the contractor system and or the contractor sent out to the general

public or the Courts are approved in writing by the Chief: Traffic Services of Saldanha Municipality before being printed

58.11 include a full colour image with all relevant information of the offence on Section 341 notices printed in respect of camera related offences

58.12 include two full colour images (first one before the Stop line and the second one where the vehicle is in the intersection) and all relevant offence details as required by the TCSP on Section 341 notices printed in respect of Red-Light Violations

59 generate, print and process the following Court related documentation per Court

59.1 Section 54 Summonses

59.2 Court Rolls

59.3 Section 341 Control Register

59.4 Section 56 Control Register

59.5 Section 341 Spot Fine Register

59.6 Pro forma Section 341 spot fines to accompany the Spot Fine Register

59.7 Admission of Guilt Register

59.8 Contempt of Court Register

59.9 Warrants of Arrest including "double contempt" warrants of arrest and "bench" warrants of arrest

59.10 Warrant of Arrest Register

59.11 Any other Court related documentation that may be required by the Courts or Saldanha Municipality

60 ensure that general housekeeping procedures are established and performed in respect of the contractor system including, but not limited to the following:

60.1 Create a daily backup of all data and images captured on the contractor system to be made available to Saldanha Bay Municipality on request at no cost to the Municipality

60.2 Create a daily full system backup and ensure that it is stored at a secure off-site location as agreed by Saldanha Bay Municipality and to be made available to the Municipality on request at no cost to the Municipality

60.3 Perform system administrator duties such as registering users on the system and assigning user rights

60.4 Perform regular, scheduled history runs to remove expired data from the system.

60.5 ensure that the contractor system is fully auditable and able to produce reports and screen logs of all activities on the system for each offence, including the time and date of the event, user, activity details, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user

60.6 ensure that the contractor system is capable of controlling which functions can be performed by individual users through a system

administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users

60.7 under no circumstances accept money on behalf of Saldanha Municipality except for electronic payments or when requested by the Saldanha Municipality

60.8 under no circumstances deal directly with the public, the courts or the Directorate of Public Prosecutions, except when authorized by the Municipality.

### **PAYMENT FACILITIES**

The contractor must:

- 61 ensure that the contractor system is adapted to interface directly with Saldanha Bay Municipality's cash receipting system, as well as the systems of any of the Municipality's third party payment agents to allow payment of fines after electronic validation of the fine on the contractor system and electronic updating of the contractor system with fine payments taken
- 62 ensure that the contractor system is adapted to interface directly with the systems of any of Saldanha Municipality's third party payment agents to allow the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines after validation of the fine payments on the contractor system, electronic updating of the contractor system with fine payments so taken
- 63 ensure that the adaptation of the contractor system as specified above is commenced immediately upon awarding of the contract and is carried out in close cooperation with the Municipality and within the timeframes agreed to by the Municipality for implementation upon commencement of the contract
- 64 provide a website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras as well as on-line payment of fines. Prospective bidders will have to demonstrate to the Municipality that they have successfully implemented this capability at other Municipalities
- 65 The contractor system (software application) must comply with the Municipal Regulation on the Standard Chart of Accounts (mSCOA) system and process requirements, as gazetted on 22 April 2014. The contractor is specifically referred to, in addition to the mSCOA and related mSCOA documents, to MFMA Circular 80 and Annexure B to MFMA Circular 80 for the specific system specifications as contemplated by National Treasury. The cost that may be required for the tenderer's system to be mSCOA compliant will be for the account of the contractor."

### **SUMMONS SERVING COMPLIANCE**

The contractor must:

- 66 ensure that all summonses generated per month are successfully served inside and outside

the boundaries of Saldanha Municipality in strict compliance with all applicable legislation, judicial guidelines, authorizations and directives from the Municipality

- 67 ensure that summonses are served within 18 months of the date of offence, if cases has been served but not yet enrolled on the court register, cases are to be withdraw automatically by the Local Contravention System on the last day of the 18 month period
- 68 appoint an adequate number of serving agents inside and outside the boundaries of Saldanha Municipality to serve the summonses generated by the contractor system
- 69 ensure that serving agents appointed to serve summonses within the boundaries of Saldanha Municipality are duly authorized and approved by the Municipality to do so
- 70 ensure that serving agents appointed to serve summonses on behalf of Saldanha Municipality in areas outside the boundaries of the Municipality are duly authorized by the applicable local authorities to do so
- 71 pay the fees of the serving agents for summonses served
- 72 ensure that the contractor system is capable of registering all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance and the status of every summons at any time
- 73 take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorizations and the law
- 74 administer all summonses and the allocation thereof to serving agents, produced by the contractor system
- 75 facilitate and support the serving of summonses by the Municipality's employees at roadblocks, and or as and when determined by the Municipality

#### **WARRANT OF ARREST ADMINISTRATION COMPLIANCE**

Central Warrant of Arrest Office:

The contractor must:

- 76 establish and maintain a Central Warrant of Arrest Office at secured premises agreed to by the Municipality, where all warrants (not distributed for execution) are managed, administered and stored until finalized
- 77 capture warrant of Arrest results from the court roll
- 78 print Warrants of Arrest within 14 days in order for the Magistrate to authorise within prescribed timeframe
- 79 copy/ scan all Warrants of Arrest onto the Back-Office for electronic record-keeping

- 80 allocate warrants of arrest to officers of the Municipality for execution as and when requested to by an authorized person of the Saldanha Municipality
- 81 ensure proper record keeping and control system over movement of warrants of arrest in and out of the Central Warrant of Arrest Office, including warrants received, on hand, allocated to officers or Sheriffs of the Court, returned, or distributed for any other reason
- 82 ensure that warrants of arrest are properly cancelled upon expiry of their period of validity and marked as cancelled on the contractor system
- 83 ensure the return of Warrants of Arrest to the relevant Magistrates Court and record keeping thereof
- 84 ensure that the Central Warrant of Arrest Office is manned with sufficient staff during the hours of operation of the Municipality's officers dealing with warrants of arrest
- 85 ensure that the Central Warrant of Arrest Office is manned with sufficient staff during roadblock operations in order to draw and prepare original warrants of arrest for officers engaged in roadblock operations and to transmit copies of documents as required
- 86 ensure that all warrants of arrest and summons returns of service are scanned as soon as they become available and that the database of scanned documents is maintained and synchronized with the corresponding data on the contractor system at all times
- 87 pay the fees of the serving agents for warrants executed
- 88 ensure that serving agents appointed to serve summonses on behalf of Saldanha Municipality in areas outside the boundaries of the Municipality are duly authorized by the applicable local authorities to do so
- 89 administer all warrants and the allocation thereof to serving agents
- 90 appoint an adequate number of serving agents inside and outside the boundaries of Saldanha Municipality to serve the warrants generated

### **OFFENDER TRACING AND CALL CENTRE COMPLIANCE**

The contractor must:

- 91 establish and operate an outbound call center which shall be utilized to perform the following functions:
  - 91.1 Trace offenders with inaccurate address details
  - 91.2 Update contractor system with change of offender details
  - 91.3 Remind offenders of upcoming court dates via sms and or email portals
  - 91.4 Notify offenders of warrants of arrest authorized via sms and or email portals

- 91.5 Any other activity that may be necessary to assist or trace offenders
- 91.6 take effective steps to ensure that call center employees conduct the various types of telephone calls to offenders in accordance with scripts approved by Saldanha Municipality
- 91.7 ensure that the Saldanha Municipality approves the content of any sms's, letters, notices or other communication sent or delivered to offenders
- 91.8 trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up to date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like.
- 91.9 create and maintain an offender database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained
- 91.10 utilize the confirmed particulars in the offender database in the first instance for the production of notices and summonses
- 91.11 ensure that the contractor system has the facility to produce reports detailing conflicts between the information captured and the information received from the NaTIS system
- 91.12 ensure that the contractor system has the facility to record the registration numbers of vehicles using false number plates and to prevent notices from being sent to the legitimate owners of such vehicles
- 91.13 provide reports to Saldanha Municipality giving details of vehicles using false number plates at the end of each calendar month or as directed by the Saldanha Municipality

**If the bidder fails to sign this schedule, it will be interpreted that the bidder does not comply with the Specifications and therefore will be regarded as being not eligible.**

**I hereby declare that I comply with the Specifications.**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature on Behalf of Tenderer

\_\_\_\_\_  
Date

## 14. PRICING SCHEDULE

**NOTE:**

Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered. Estimated quantities are for evaluation purposes only and may vary.

Tenders are requested to quote firm prices effective from commencement date of the contract. The pricing shall be fixed from closing date of the tender until 30 June 2027, whereby price increases will be allowed. If there is an increase in the fixed rate in each of the financial years 2027/2028 and 2028/2029, the successful bidder must immediately provide signed documentary proof of any increase and reasons thereof. Price increases will be allowed from 01 July 2027. No backdated increases will be allowed. Increase will only be effective from date of approval. Pricing for all products available to increase as negotiated per CPIX. The municipality reserves the right to accept or decline the amendment of the quoted fixed rate based on affordability.

Item	Description	Estimated Quantities per annum	Unit Price (Excluding VAT)	Total Price (Excluding VAT)
1	Amount payable by the Municipality (excluding VAT) <b>set fee per paid fine for non-AARTO</b>	100 000		
2	Amount payable by the Municipality (excluding of VAT) set fee for <b>AARTO based on the number of AARTO infringements successfully captured, or uploaded into the NRTOR</b>	100 000		
<b>TOTAL TENDER PRICE EXCLDUING 15 % VAT</b>				
<b>15% VAT</b>				
<b>TOTAL PRICE INCLUDING 15% VAT</b>				

**PART E: OTHER**

**15. PRICE ADJUSTMENTS**

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

I accept and approve all of the above.

.....

SIGNATURE OF TENDERER

**Failure to accept the automatic extension will render the bid non-responsive. Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.**

**16 OMISSIONS, ALTERATIONS AND ADDITIONS**

**17 SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT**

1. Bidders may provide a 2.5% discount for payment made within 30 days of receipt of invoice. Bidder should note that this discount is optional and has no influence on the evaluation or adjudication of bids.
2. Please complete the following should your company BE WILLING TO PROVIDE the 2.5% deduction for payment within 30 days as per clause 1 above:

YES, my company IS WILLING TO HAVE THE 2.5% taken off of payment made within 30 days.

Tenderer's signature \_\_\_\_\_ for acceptance of the 2.5% discount.

(Only if tenderer wishes to provide the 2.5% discount)