Kaap Agulhas Munisipaliteit
Cape Agulhas Municipality
U Masipala Wasecape Agulhas

TENDER: MANAGEMENT CONSULTANT: TURN AROUND STATEGY & TRAFFIC CONTRAVENTION SYSTEM SCM29/2022/23

BIDDERS NAME:	___________________________	
CONTACT NUMBERS	**Phone:**	**Fax:**
BBBEE STATUS LEVEL		
CSD REGISTRATION NR	**MAAA**	
BID AMOUNT: SECTION A	**R______________________________.** **Vat (inclusive)**	
BID AMOUNT: SECTION B	**R______________________________.** **Vat (inclusive)**	

For Office Use	**OFFICIAL STAMP**
Official 1: …………………………………….. **Official 2:** ……………………………………..	

CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

The bidder MUST ENSURE that the following checklist is competed, that the necessary documentation is attached to this bid document and that all declarations are signed:

1.	Completed page containing the details of bidder	**Yes**		**No**	
2.	Specifications & Pricing Schedules - Is the form duly completed and signed?	**Yes**		**No**	
3.	(**CAMBD 2**) Are a Tax Compliance status pin attached	**Yes**		**No**	
4.	**(Schedule 1 A**) Authority of Signatory - Is the form duly completed and signed?	**Yes**		**No**	
5.	**(Schedule 1B)** Enterprise Questionnaire -Is the form duly completed and signed?	**Yes**		**No**	
6.	**(Schedule 1C)** Documents of Incorporation - Is the form duly completed and signed?	**Yes**		**No**	
7.	**(Schedule 1D)** Payment of Municipal Accounts - Is the form duly completed and signed?	**Yes**		**No**	
8.	**(Schedule 1E)** B-BBEE certificate - Is the form duly completed and signed? Is a **certified or an original certificate attached**	**Yes**		**No**	
9.	**(Schedule 1F)** Schedule of work experience of tenderer- Is the form duly completed and signed?	**Yes**		**No**	
10.	Form of Offer - Is the form duly completed and signed?	**Yes**		**No**	
11.	Contract data - Is the form duly completed and signed?	**Yes**		**No**	
12.	(**CAMBD 4**) declaration of interest- Is the form duly completed and signed?	**Yes**		**No**	
13.	(**CAMBD 6.1**) Preference points claimed- Is the form duly completed and signed?	**Yes**		**No**	
14.	(**CAMBD 8**) Signed declaration of bidder's past supply chain management practices	**Yes**		**No**	
15.	(**CAMBD 9**) Prohibition of Restrictive Practices be completed and signed.	**Yes**		**No**	
16.	**All bids must be submitted in writing on the official forms (not re-typed).**	**Yes**		**No**	
17.	Bidder **must** initial every page of this bid document.	**Yes**		**No**	

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ………………………………………………………… CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.

Signed ……………………………………………….. Date ………………………………………….

Name ………………………………………………. Position ………………………………………….

Tenderer ……………………………………………………………………………..……………………………..

CAPE AGULHAS MUNICIPALITY

TENDER: MANAGEMENT CONSULTANT: TURN AROUND STATEGY & TRAFFIC CONTRAVENTION SYSTEM

The Cape Agulhas Municipality is seeking the assistance of a highly skilled and experienced service provider to provide management support services.

Appointment of a highly skilled service provider to provide professional services, pertaining to Organizational Development, Feasibility Studies and implementation of a holistic turnaround strategy within the Traffic/Law enforcement department. The service provider will also be responsible for setting up in-house speed enforcement and contravention system at the Cape Agulhas Municipality.

Tender documents are available from **Me G Koopman** at telephone number 028-425 5500 during office hours or email at geraldinek@capeagulhas.gov.za. The document can also be downloaded from the municipal website: www.capeagulhas.gov.za free of charge. **A non-refundable deposit of R150** is payable for each set of documents issued (hard copies).

A **compulsory clarification meeting** will be held on **17 November 2022 at 15H00**, at the Council Chambers in Audrey Blignault Street Bredasdorp**.** Bidders that fail to attend the compulsory clarification meeting will be disqualified. A representative may only represent one tenderer at this meeting

Technical enquiries may be directed to **Mr Hendrik Krohn** at email hendrikk@capeagulhas.gov.za

Sealed tenders marked "**Tender Nr: SCM29/2022/23 MANAGEMENT CONSULTANT: TURN AROUND STATEGY & TRAFFIC CONTRAVENTION SYSTEM** must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than **12:00 on Friday, 09 December 2022** after which it will be opened in public. Tenders may only be submitted on the prescribed official document.

The **two-stage bidding** process will be followed in evaluating this tender. Firstly, it will be evaluated in terms of the functionality criteria and thereafter for price and preference point systemThe 80/20 preferential procurement system, as stated in the Cape Agulhas Municipal Procurement Policy, will be used when considering tenders.

A Tax Compliance status pin as issued by the South African Revenue Service, must be submitted together with the tender.

Council reserves the right not to accept the lowest or any tender. No faxes or e-mails will be accepted.

EO PHILLIPS
MUNICIPAL MANAGER
PO BOX 51
BREDASDORP
7280

2022-11-04

CAMBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY					
BID NUMBER:	**SCM29/2022/23**	CLOSING DATE:	**09 December 2022**	CLOSING TIME:	**12:00**
DESCRIPTION	**MANAGEMENT CONSULTANT: TURN AROUND STATEGY & TRAFFIC CONTRAVENTION SYSTEM**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

CAPE AGULHAS MUNICIALITY
1 DIRKIE UYS STREET
BREDASDORP
7280

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		**OR** CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	…………………………………	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	FINANCE: SCM	CONTACT PERSON	Myllison Saptou
CONTACT PERSON	Geraldine Koopman	TELEPHONE NUMBER	028 425 5500
TELEPHONE NUMBER	028 425 5500	FACSIMILE NUMBER	028 425 1019
FACSIMILE NUMBER	028 425 1019	E-MAIL ADDRESS	myllisons@capeagulhas.gov.za
E-MAIL ADDRESS	geraldinek@capeagulhas.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ………………………

TERMS OF REFERENCE/ SCOPE OF WORKS

Introduction

The Cape Agulhas Municipality recently started embarking on a best practice roadmap and implementation strategy, to articulate implementable and sustainable solutions for the Directorate of Management Services, with a primary focus on the Traffic/Law enforcement department.

Scope of works

The Cape Agulhas Municipality is seeking the assistance of a highly skilled and experienced service provider to provide management support services for a period of 36 months, in respect of the following

- The following departments within the Department Management Services will be impacted, K53, Motor vehicle registration, court section
- Further develop and align Municipal Safety Plan and Safety Forums to relevant provincial structures
- Conduct a feasibility study, in potentially setting up a command centre at the Cape Agulhas Municipality
- Project manage the process to move to an in-house speed enforcement and back-office operations at the Municipality
- Income and expenditure (within the traffic and law enforcement department), the successful bidder draw up and implement a successful revenue enhancement plan, to ensure the sustainability of the project.
- Assist the Municipality in building build staff capacity at the Municipality
- Assist in build capacity within the management team at the Municipality
- Design and implement, Internal control measures and Standard Operational Procedures across the traffic department
- Aarto readiness
- Managing special projects on an adhoc basis i.e business plans etc.
- Provide a comprehensive Management plan to demonstrate an understanding of the scope of works for this project.
- Supply and maintain world class law enforcement equipment

Minimum Requirements

In order to be considered for a contract in terms of this tender, the bidders must include the following in their proposal, it is compulsory for the successful bidder to meet the minimum requirements.

- The Bidder must include a comprehensive list of similar previous projects completed at Municipalities or Government institutions
- Must have experience in drafting and implementing safety plan and forums at Local Government level
- Primary Researcher must at least have a master's degree in research
- Track record of key personnel in successfully completed projects, that will form part of this project
- Submit a comprehensive research methodology plan to demonstrate a understanding of the scope of work for this specific project
- Must demonstrate strong research and management skills, particularly in Project Management, turn – around strategies, change management and systems thinking.
- Must have a proven track record in supplying and maintaining, Contravention systems, Speed law enforcement equipment, court processes and all legislative requirements to successfully manage the process.
- Upskilling and empowerment of staff (including relevant training and anti – corruption capacity), towards increased and best practices, service delivery, as well as productivity/performance
- Must provide a well defined methodology plan on how they plan to address the challenges and conduct a successful turnaround strategy.

Technical Requirements for in house speed and contravention system

- Must have a thorough understanding of" Guidelines issued by the Technical Committee on Standards and Procedures (TCSP guidelines)"
- National Road Traffic Act (No.93 of 1996)
- Aarto
- Criminal Procedure Act 51 of 1977 and regulations
- Requirements from Director of Public Prosecutions
- Assistance in drafting documents, obtaining permission from the Director public prosecutions
- Good understanding of local and international contravention systems available
- After consultation with traffic management to identify best suited local or international speed enforcement equipment for the Municipality
- All SANS Requirements and compliance issues

Timelines

- The proposed project will be over a 36-month period, with the option to extent by a further 12 months

Objectives

- The successful candidate will have to provide a detailed plan on how it will assist the Municipality in a management support role. The successful management consultants will have to meet all the requirements as set out in the tender specifications and will have to supply a clear project plan with clear time lines and deliverables on how they intent to successfully manage this project.

Budget

- The main objective is to have competent service provider whom are fully skilled in conducting, Research Assessments, Feasibility Studies, Turnaround Strategies and Supply, installation, implementation, support and maintenance of Traffic law enforcement equipment and advanced traffic contravention systems over a 3 year period

- The successful bidder must provide hourly rates when conducting the various consulting solutions, and set rates for any technology that will be supplied over the 3-year period.

- The Municipality have the sole discretion to request estimation of hours for any specific projects over the 36-month period.

- The Municipality intends to conclude a formal rental agreement with the successful bidder for a 3 year period for all rental equipment. All the equipment will remain the property of the Service provider. In the event that the service provider's contract comes to an end then the service provider shall provide the data of all processed fines in the format of choice to Cape Agulhas Municipality.

- The Municipality is under no obligation to adhere to, or implement a certain number of projects over any specific timeframes. The Municipality will take into consideration the methodology plans and make informed decisions in terms of prioritizing projects.

- All equipment shall be rented on a month-to-month or annual basis unless agreed in writing by the accounting officer of the Cape Agulhas Municipality

Technical Specifications for rental of speed law enforcement equipment and contravention system

TECHNICAL REQUIREMENTS

The following general technical requirements apply:

The evaluation of tenders will be done in terms of compliance with the following criteria. Tenders that do not comply with all the criteria below will not be evaluated further.

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
WINDOWS BASED TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM - STATEMENT OF COMPLIANCE				
	Multiuser Traffic Contravention System to be installed on a Virtual / central server on a wide area network environment for minimum users; that is backed up in AZURE environment in cloud.			
	Must be able to run in cloud environment as to ensure business continuity and single sign on as per auditor general requirements.			
	The application must be mSCOA, compliant and integrate seamlessly into the Overstrand Financial System.			
	Provide technology for remote pay points and court administration;			
	Must be able to Indicate user captured transactions			
	Interface for the uploading of camera offences from any type of TCSP approved digital cameras;			
	Maintaining a database of camera offence images for enquiry and court evidence			
	Interface to e-NaTIS and/or alternative databases for obtaining offender name and address details;			
	Printing of notices for camera offence in terms of Section 341 of the Criminal Procedures Act 51 of 1977. Each camera notice must have the camera offence image included on the notice mailer;			
	Generating and printing of summonses in terms of Section 54 of the Criminal Procedures Act 51 of 1977 as well as allocation of summons and server management;			
	Online Cashier facilities and interfaces for verified payments with electronic payment service providers ea. EasyPay, Banks & SA Post Office, etc;			
	Court related documentation and Criminal Case Registers			
	Admission of Guilt and Spot Fine Register, Warrant of Arrest and related register			
	Roadblock assistance software — offline and/or on-line			
	Comprehensive Management Reporting and Graphs;			
	Service level agreement for user support helpdesk, training, support and system maintenance and new releases;			
	Maintenance of updates of electronic charge sheets;			
	Tracing of offenders and call centre support functionality;			
	Track record of successful installations.			
	Provide Pound Management System			
	Provide Public Transport Disc Module for the issuing of Discs to Taxis operating in the jurisdiction of the Metro			
	Accident Management System to record accidents			
	ViewFines Website to assist the public with the viewing of their fines and to increase fine payment rates			
	Call centre functionality to increase fine payment rates			

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

	Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
	IMPLEMENTATION			
	System Functions			
	User setup & Password			
	Each user has his or her unique username and password. No user is allowed to work on the system under somebody else's login details. Enter the username, normally the name of the individual's name and password. Choose the user role to be assigned to this user, for example, Administrator, Cashier, Data Capture.			
	Every 30 day's users will be forced to change their passwords. A reminder will start showing 5 days before the 30th day. Should the user not change his/her password before the 30th day, the system will lock out the user and a system administrator will need to reset the password.			
	The password must at least have 6 or more characters (not exceeding 15 characters) and must have one upper case character, one lower case character, and a numeric digit.			
	If a user entered his/her password incorrectly for 3 consecutive times, the system would lock out the user and the system administrator must reset the user's password.			
	A system report is available to print from the system listing the users and whether they are active or not.			
	A system list of setup roles is available to be printed from the system.			
	An audit report is available for printing regarding changes on user roles. which user made the change to which user account, date and time.			
	Deleting usernames when staff member resigned			
	Usernames of staff that resigned should not be deleted from system: A user code is linked to each processes / action performed on the system and kept on the system for statistical purposes			
	Role ID Name Description			
	- Development Developing. - Speed 56 Speed 56 Capture - Administrator System Administration - MIS Dashboards view all dashboards - MIS Reports view all reports - Cashier Payments - Data Capturer - Supervisor Balancing - Supervisor Reports - Technical Support Camera Support - Capturer user 56 - Verification Officer - Cashier Supervisor - Role name KMK - Senior Clerk			
	User Role Management			
	Although a few basic user roles have already been defined, as listed below, it is important to note that the user role permissions are entirely flexible, and any number of roles can be created with different roles assigned to each.			
	Administrator Role			
	An Administrator role can perform all functions on the TCM application.			

	Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
	FUNCTIONS			
	Allocations			
	- Allocation Function - Document Allocation - Payment Generation - Document De-Allocation - Document Re-Allocation - Allocation Reports - Server Cover Report - Server Payment Report			
	Camera Adjudication			
	- Camera Image Upload - All different camera types - Image Validation - Image Verification - Image Enquiry			
	Notice Capturing			
	- Section 341 - Section 54 - First Information of crime - Suspended Vehicles - Marked Registrations - Change 341 Name and address - Change Offender detail			
	Representations			
	- Register Representation - Representation Results - Present a Document - Representation Letters - Custom Letter			
	Court			
	- Court date set up - Case Result - Case Result Reversal - Manual Case No Capture - Court Case CSV Export			
	eNaTIS			
	- Generate eNatis request - Upload eNatis response			
	Camera Notices			
	- Import Camera File - Generate Camera Notices - Print Camera Mailers			
	Summons			
	- Print Notice before Summons - Generate Section 54 Summons - Print Section 54 Summons - Return of Services - Server Postal Codes - Section 341 to Summons Export - Assign Untraceable to Batch Summonses			
	Warrant of Arrest			
	- Manual Warrant Capture - Notice of Warrant - Return of Warrant - Warrant Availability - Warrant Signed - Print Warrants - Maintain Bench Warrants - Delete Warrant Execution - Maintain Warrant Number			

	Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
	Speed Sect 56			
	- Speed Sect 56 capture - Speed Sect56 SETUP - Speed Sect 56 Export			
	Roadblock			
	- ANPR Video - Manual Search - ANPR Re-Import - LALFOTCS Extract - Mobile Device File Export			
	Enquiries			
	- Enquiries Display - ID Listing			
	Payments			
	- Traffic Payments - Non-Traffic Payments - Maintain Payment Details - Traffic Payment Cancellation - EasyPay Import - Reprint Receipts - Print Receipt Totals - Import Payments - Cancel Non-Traffic Payments - Maintain Non-Traffic Payments - Import Roadblock Receipts - Partial Traffic Payments - Cancel Partial Traffic Payments - Bulk Payments			
	Payments Reports			
	- Spot Fine Register - Admission of Guilt Register - Payment History Report - Case Result Payment Report - Warrant of Arrest Payment Report - Traffic Payments Report - Cancelled Non Traffic Payments Report - Cancelled Traffic Payments Report - Cashier Cash-up Report - Combined Payments Report - Contempt of Court Payments Report - Non Traffic Payments Report - Payment Channels Report - Unequal Payments Report - Payments by Vote Report - Payments by Payment Date Report - Partial Traffic Payments Report - Cancelled Partial Traffic Payments Report			
	Registers			
	Control Registers			
	- Section 56 Control Register - Section 54 Control Register - Annexure Control Register			

	Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
	Court Registers			
	- Section 56 Court Register - Section 54 Court Register - FIC Court Register - Annexures by Court Register - Annexures by Notice Number - Annexures by Charge Code - Court Register Labels - Proforma Court Register - Court Charge Sheets			
	Warrant of Arrest Registers			
	- Generate WOA Register - Proforma Warrant Register			
	Supervisor Registers			
	- Deleted Notices Register			
	Traffic Point Export			
	mSCOA Export			
	Static Data Management			
	Admin Centre **Codes Data** - Code Groups - Postal Codes - Codes **Local Authority Setup** - Local Authority Rules - Local Authority Address **Series Data** **Court Data Setup** - Court Detail - Court Room - Court Address - Court Fines - Copy Court Fines **Offence Data** - Offence Word - Offence Master - Offence Category **Officers Data** - Officer - Officers Group **Cameras Data** - Cameras - Camera Groups **Police Station Data** - Court Police Station - Police Stations **Locations Data** **Speed Section 56** - S56 Entity Data - S56 Gen Entity Record - S56 Gen Entity Notice Numbers **Contractor Data** **Vote Data** **Speed Matrix Data** **Road Type Data** **Server Details**			

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
	Tools			
	System Administration - Cancel a Document - Delete Functions - Delete Section 56 **System Functions** - User Roles - Menus Data - User Role Permissions - Users **Reversals** - Court Register Reversal - Warrant Register Reversal - AOG Register Reversal - Summons Generate Reversal			
	User Setting			
	Change Password			
	Officer Books			
	- Capture Notice Books - Allocate Notice Books - Notice Books Register - Return Notice Book - Re-Issue Notice Book - Notice Book Requisition - Notice Books Parameters			
	Reports			
	MIS Reports			
	- Analysis Report 1 - Analysis Report 2 - Monthly Breakdown Analysis Report - Monthly Breakdown Ageing by Number - Monthly Breakdown Ageing by Value - Location Summary Statistic Report - Notice Status Report - MIS Snapshot and CSV Export			
	User Reports			
	- User Roles Report - User Audit Report - User Login Report - User Role Audit Report - User Password Reset Report - User Activity Report			
	Warrant Reports			
	- Outstanding Warrants Detailed Report - Snapshot of Warrants Report - Warrant of Arrest Execution Summary - Bench Warrant of Arrest Report			

	Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
	Daily Reports			
	- Section 341 Daily Report - Section 56 Daily Report - Suspended Vehicles Daily Report - First Information of Crime Daily Report - Daily Representation Register - Daily Representation Register by Value - Presentation of Documents Daily List - Case Result Daily Register - Daily Return of WOA Execution Register - Cancel a Document Register - Return of Service Daily Register - No Representation Result Yet Register - No Representation Result Input List - Manual Warrant of Arrest Daily - Capture Notices by Offence Date - Capture Notices by Capture Date			
	Portal Reports			
	- Notice Capture Report - eNatis Response Audit - Court Dates Report - Habitual Offender Report - Summons Section 341 Postal Code Summary - Notice Book Missing Notices Report - Officer Stats by Offence - Offences Charge Code Statistics Summary - Charge Code Report - Court Case Result Report - Guilty Case Results Report - No Case Result Report			
	Camera Reports			
	- CAM User Activity Report - CAM Uploaded Images by Officer - CAM Uploaded Images by Location - CAM Uploaded Images by Camera - CAM Officer Productivity - CAM Image Rejections - CAM Batch Pending Validation - CAM Batch Pending Verification			
	Monthly Reports			
	- Statistics Per Charge Code - Officer Stats by Offence - Detail - Statistics Per Location Code - Statistics Per Charge Category - Notice by Vehicle Type Report - Section 56 Un-finalized Cases - Withdrawn and Reduced Representation Results - Officer Performance by Category			
	Housekeeping			
	- Notice Batch Withdraw - Summons Batch Withdraw Section 56 - Summons Batch Withdraw Section 341 - Warrant of Arrest Batch Execution - No Offender Detail Batch Withdraw			
	Document Scanning			
	- Upload Documents - Index Documents - Search Documents			

	Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
	Roadblock & ANPR Module			
	The Roadblock module allows for the extraction of outstanding Section 341 handwritten, Section 341 cameras, Section 56 summonses and Warrants of Arrest to create an offline database on a workstation for notice enquiries at roadblocks to trace offenders. An extract program is executed to create a file that contains data relating to all outstanding notices, depending on the parameters set when generating. The extract file created is copied or transferred to workstations used on the ANPR vehicle at roadblocks. Manual enquiries on outstanding notices are executed on the ANPR roadblock vehicle at any location outside the office. The offline database can also be used to generate new summonses for outstanding section 341 notices and to serve the summons on the offender by Traffic Officers while the offender is present at the roadblock. Together with this manual enquiry, new technology is used to automatically track vehicles by scanning the registration number plates of vehicles. (ANPR = Automatic Number Plate Recognition). A video camera, an ANPR camera, scans the registration number plate of an oncoming vehicle. The registration number is then fed into a workstation connected to the camera. Software "reads" the registration number and compares it against a database of outstanding fines, summonses and warrants of arrest. When a match is found, the workstation screen indicates to the operator that the number plate of a particular vehicle has registered positively. The vehicle is then stopped by a traffic officer. All of this happens within a matter of seconds. Depending on the nature of the offence, the motorist is requested to pay any outstanding notice. In the case of a warrant of arrest the motorist has the option of paying the fine amount as well as the contempt of court amount. If the offender cannot pay, he or she is arrested to appear in court.			
	- Export Roadblock Files - Manual Search - Roadblock Cashier Module - Roadblock End-of-Day Report			
	Roadblock Support Vehicle			
	The roadblock vehicle must be equipped with the following necessities to execute a standard roadblock: - ANPR camera and workstation - 2 X ANPR screens for observation by the operator and officers - 2 X speed humps for traffic calming before entering the roadblock area - Traffic cones to demarcate road lanes - Traffic signs warning motorists that they are entering a roadblock and to slow down - Public address system to warn officers and motorists that a particular registration number plate has registered on the system and the vehicle must be stopped - Various other sirens for use in case of an emergency - Fire extinguisher - Fire blanket - On board radio for communication between officers on the road or with Traffic Department - A portable generator to supply power to the ANPR vehicle - Workstation for offense enquiries - Printer for printing enquiries - Laptop computer for use by the on-board cashier - Printer to allow cashier to print receipts after an offender paid - Secured lockable money drawer for cashier			

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
	Roadblock operation			
	- Data is loaded onto the roadblock vehicle equipment for use on the roadblock - Traffic Department staff makes the decision on the location of the roadblock. On arrival the roadblock vehicle is supplied with power by connecting to the portable generator - Work stations are powered up and prepared for use (ANPR camera, enquiries and cashier) - Using traffic cones the road is demarcated forcing traffic into one lane to enable the ANPR camera to scan registration number plates - Speed humps are placed in position - Road signs are placed in position warning motorists that they are approaching a roadblock and have to slow down - Officers are alerted that the roadblock is to commence - Number plate registration is called out by the operator - Vehicles are stopped by traffic officers - Offenders are informed about outstanding notices or warrants of arrest - Offenders pay fines at the on-board cashier - A senior traffic officer on duty at the roadblock announces the closure of the roadblock			
	Offender Tracking & Tracing			
	Offender Database			
	- Data cleansing / SMS' ▪ Data Washing ▪ SMS' send via TC ▪ Photo mms - Call Centre ▪ SMS extract via website ▪ Offender database for data washing on centralized database and then external service provider if needed SMS for concept court register, ▪ WOA (receive file from service centres) ▪ Website ▪ Call Centre do online queries Manage SMS for all sites, keep record of SMS'e sent out and tie back to payments received from SMS'e notifications ▪ Measure outcome of SMS'e ▪ Update each local traffic system with updated data on centralize database ▪ Tracking and tracing of return post			
	Transport License Disc			
	- Transport Registration - Transport Issue / Renewal Disc - Transport Reprints - Transport Enquiries - Transport Reports			

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

STATEMENT OF COMPLIANCE

As a minimum requirement, the proposed system and services must comply with the following:

Camera equipment as a minimum shall be compliant with SABS 1795, including part 5, "Data capturing and recording devices for road traffic law enforcement equipment". Certification of compliance shall be provided with the tender. Failure to do so shall result in the disqualification of the tender.

The camera equipment and law enforcement system shall provide a fully integrated and automated system for the prosecution of speed and red -light offences.

The camera equipment shall be able to operate and switch between 3 modes of operation in software:

- Fixed Red Light and Speed mode where the camera equipment shall be installed in a fixed enclosure for 24 hour operations and support simultaneous red light and speed recording.
- Mobile Speed mode where the camera equipment shall be installed on a tripod for temporary speed operations. (Flash must be included for night enforcement)

The camera equipment shall provide up to 4 lanes of speed enforcement and red-light enforcement as required.

	Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
	The mobile Radar camera must be compatible to fit into any permanent speed camera site.			
	The cameras must be Radar units			
	The Radar must be 3D Tracking Units			
	The camera must allow for Video Analytics			
	The camera must have internal ANPR			
	The Camera must consist of Accelerometer and Gyro functionality			
	The camera 5 to 20-megapixel high speed camera			
	High resolution digital lens			
	6 Core CPU with minimum of 64GB Solid State storage for offence images			
	The Processing must take place via at least a 6 Core CPU with radar co-processor, Linux operating system and related Dedicated Digital Signal Processor			
	The user interface must consist of 5.6" LCD touch screen, multi-function on/off button with illumination feedback			
	At least built-in wireless Interfaces must be available such as Wi-Fi, Bluetooth, GPS, Wireless Flash Trigger, LTE,			

	Description of requirements	Please indicate with an “X” whether the offer complies with the requirements.		
		Yes	No	Comment
	The mobile speed camera radar sensor shall as a minimum comply with the following requirements: The system shall be able to detect when the radar is affected by interference or jamming signals The system shall be compliant with Class C Radar according to the TCSP Guidelines The system shall support at least 2 classes of vehicles and provide automatic lane classification			
	The mobile speed camera equipment shall provide the measured X and Y position, X and Y speed of the offending vehicle as well as all the other vehicles in the scene of the image.			
	The camera equipment and law enforcement systems shall provide a database of stored images as court evidence			
	The camera lens shall be fitted with an Infrared filter to prevent natural infrared from the sun affecting the colour of images.			
	The speed camera shall allow for the uploading of offences via a wireless connection.			
	The system should be fully protected against the environment and vandalism			
	Red light offences will be captured with a minimum of 2 images with the second image programmable time after the first image. The second image shall show the offending vehicle at a particular location in the intersection.			
	The evidence produced by the law enforcement equipment system shall be tamper detectable through the use of a digital fingerprint embedded into a JPEG format image.			
	The camera equipment shall have the ability to t enforce up to four lanes of traffic.			
	The mobile speed camera shall provide electrical inputs for red red and amber light connections.			

Electronic Ticketing Devices

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

	Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
	The handheld devices must run on associated software that interfaces fully and compatible with the agreed contravention system at Overstrand Municipality for the duration of the contract, to produce Section 341 notices and Section 56 summonses containing all the information required by applicable legislation for issuing on the road			
	Must have at capability to issue 3 Charges per Section 341 and Section 56 Summons			
	Have an Off-line capability to ensure Driver License can be scanned and decrypted and 341 notices/ 56 summonses can be issued even if the device is offline			
	Communicate with the contravention system wirelessly while operated in the field and upload cases to the contravention system for further processing.			
	Be capable of Wi-Fi as well as LAN communication to ensure fast configuration and uploads when docked in the back office.			
	Be able to scan both the vehicle license disk as well as driver's license barcodes and populate extracted information automatically on the notice or summons produced.			
	Be able to record the signatures of both the officer and the offender as a JPG image for inclusion on the documents produced and for transmission with the completed offence record when uploading to the contravention system			
	Be able to be tracked by the back office using the GPS coordinates of the device and capable of using the GPS coordinates of the device when an offence is recorded and converting it into an offence location for insertion on the notice or summons			
	Be able to take a photo of the offender or offending vehicle and append such photo as part of the case evidence.			
	Be able to optionally perform live queries on the NaTIS system and the SAPS wanted vehicle database or the relevant back-office database for outstanding warrants of arrest			
	Contain a complete set of the following static data components for selection by the officer during capture of the offence: Notice numbers (obtained in blocks from the contravention system) Court name (from the contravention system) Court date (from the contravention system) Payment due dates Charge description with fine amounts			

	Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
	Meet IP64 standards for moisture and dust intrusion			
	Be designed to withstand 1.5-meter drops to concrete.			
	Have a high resolution, sunlight readable display.			
	Have a minimum six-hour battery life.			
	The portable printers shall: Be small and lightweight for carrying on a belt clip or shoulder strap. Meet IP 54 standards for moisture and dust intrusion. Be designed to withstand 1.5-meter drops to concrete. Have long lasting battery life for minimum 6-hour operation under normal printing conditions. Be able to print the required notices or summonses on a paper roll of at least 70 millimeters in width. Be able to communicate with the handheld device through wireless LAN or Bluetooth.			
	Be small and lightweight for carrying on a belt clip or shoulder strap.			
	Meet IP 54 standards for moisture and dust intrusion.			
	Be designed to withstand 1.5-meter drops to concrete.			
	Have long lasting battery life for minimum 9 – 12-hour operation under normal printing conditions. Back up must			
	Be able to print the required notices or summonses on a paper roll of at least 70 millimeters in width.			
	Be able to print the required notices or summonses on a paper roll of at least 70 millimeters in width			
	Be able to communicate with the handheld device through wireless LAN or Bluetooth.			

Specific solution requirements and criteria:

The Municipality will specifically measure proposed solutions against the following solution criteria.

The service provider must give a detailed methodology and description of their approach in addressing the following specific areas

The proposal must clearly address the following specific areas

- The steps that will be followed to improve the **payment finalization rate of offences**.
- The service provider is requested to provide a proposed strategy and rollout plan which incorporates the local operational offices and magistrate courts.
- The service provider must provide a detailed description of its proposed camera roll out strategy and supporting services that will be provided.
- The approach to finalization of the backlog of outstanding offences in light of the DPP guidelines.
- Describe how the public will be assisted to excess offence detail.
- What offence payment options are made available?
- An explanation of the approach to summons serving and actions to overcome untraceable offenders.
- What steps are taken to combat the inaccuracy in registered owner details received from e-NaTIS.
- Explain the assistance and processes that will be offered in the administration and Warrant of Arrest execution process.
- Explain what steps will be followed to install new permanent cameras on Council and or National roads.
- The service provider must provide a functional description of the software solution which will be used.

A description of the process to be followed for downloading offence images from both mobile as well as permanent cameras

Any tender submitted that do not meet ALL of the requirements in this document will automatically be discarded from the evaluation process.

Name of bidder ………………………………………………. Date …………………………………………

PRICING SCHEDULE

PLEASE NOTE

- All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted
- The prices cast must include all installation costs, labour, transport, etc, all related costs of bringing the service to council, without any hidden costs.
- The rate shall remain fixed for the duration of the tender. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.
- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.
- **The Pricing Schedules have been divided in 2 sections, Section A – Consulting Solutions and Section B rental of equipment. The successful bidder must provide pricing on both sections**

<table>
<tr><td></td><td colspan="10">INDICATE WITH AN „X"</td></tr>
<tr><td>Are you/is the firm a registered VAT Vendor</td><td colspan="3">YES</td><td colspan="2"></td><td colspan="3">NO</td><td colspan="2"></td></tr>
<tr><td>If "YES", please provide VAT number</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
</table>

I / We ____

(full name of Bidder) the undersigned in my capacity as ___________________________________

of the firm ____

hereby offer to Cape Agulhas Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Cape Agulhas Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

Section A

Description (All Inclusive)	ESTIMATED QTY	Rate per hour excl VAT	Rate per hour incl VAT
Turnaround Strategies			
Feasibility Studies			
All other adhoc projects			
		***SECTION A: TOTAL PRICE**	

***Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project**

Estimated man-days for completion of project ....

Please take note that bidders that do not complete the abovementioned pricing schedule, will be considered as submitting a non-responsive bid.

Name of bidder .... Date ....

Section B

TRAFFIC MANAGEMENT CONTRAVENTION SYSTEM AND RELATED items				
Item nr	**Description**	**Frequency**	**Units**	**Price Incl VAT R**
1	User License (incl training	Per annum	2	
2	Set up Configuration	Once-off	1	
3	Electronic Printer (Volumes up to 10000 per month)	Monthly	1	
TRAFFIC ENFORCEMENT TECHNOLOGY (PRICE INCL INSTALLATION AS PER SPECS				
4	Mobile Camera (incl Maintenance, support etc.)	Per month	1	
5	Fix Camera and red light (incl Maintenance, support ect.)	Per month	1	
6	Electronic handheld device	Per month	1	
SUMMONS SERVING AND COLLECTIONS VIA CENTER				
7	Per finalized fine (fines older than 3 months	Per paid fine		
8	Third party payments	Monthly		
PRINTING COMMUNICATION				
9	Colour Camera mailer	Per copy		
10	Black and White print	Per copy		
11	SMS	Per sms		
12	Stamped envelope	Per stamp		
ANPR ROADBLOCK SUPPORT VEHICLE				
13	Rental of Roadblock support vehicle for a day cycle	Adhoc (on request)	1	
AARTO				
14	AARTO Infringements successfully captured / uploaded	monthly		
			TOTAL	
		SECTION B: TOTAL COST OVER 3 YEAR PERIOD		

Please take note that bidders that do not complete the abovementioned pricing schedule, will be considered as submitting a non-responsive bid.

Name of bidder ………………………………………………. Date …………………………………………

It is a condition of bid that the taxes of the successful bidder must be in order, or that Satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to request their Tax Compliance Status which will include a unique PIN which you can provide to any third party (**<u>if requested</u>**) to enable them to verify your tax compliance status online via eFiling.

2 Request a TCC via eFiling which will give you the option to print the TCC Or request a TCC at a SARS branch where a SARS agent will be able to print or email the TCC to you.

3 The Tax Compliance Status Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

4 A **Tax Compliance Status** is a holistic view of your tax compliance level across all your registered tax types.

5 If your tax compliance status is compliant, the SARS agent will be able to print or email you your TCC to the registered email address which SARS has on record for you.

6 **Please note:** If your tax compliance status reflects that you are non-compliant, you will not receive a TCC until you have rectified your compliance.

7 The **<u>Tax Compliance status pin</u>** **<u>must</u>** be submitted together with the bid. **Failure to submit** a Tax Compliance status pin **will result in the invalidation of the tender.**

8 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate **Tax Compliance Pin**.

9 **Please note that not all government institutions and private organisations will be able to utilse the Tax Compliance Status PIN at this stage and in such instances, you must supply a printed TCC. It is envisaged that the PIN will, in time, replace the paper TCC.**

TAX COMPLIANCE STATUS PIN

In terms of the Municipal Preferential Procurement Policy, tenderers must ensure that they are up to date with payments of taxes.

The tenderer **<u>must</u>** attach to this page a **<u>Tax Compliance status pin</u>**, as issued by the South African Revenue Service.

Failure to submit a Tax Compliance status pin **will result in the invalidation of the tender.**

Signed ………………………………………………..   Date ………………………………………….

Name ……………………………………………….   Position ………………………………………….

Tenderer ……………………………………………………………………………………..………………………………..

SCHEDULE 1A: AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,……………………………………………., chairperson of the board of directors of ………………………………………………, hereby confirm that by resolution of the board (copy attached) taken on ……………….20…., Mr/Mrs……………………….acting in the capacity of……………………………………………,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1…………………………………….
.

2…………………………………….

………………………………………
Chairman

………………………………………..
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as ………………………………

hereby authorise Mr/Mrs…………………………………………………, acting in the capacity of………………………………………to sign all documents in connection with the tender for Contract…………………………………………………………and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs………………………….., authorised signatory of the company …………………………, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract………………………………………and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

I, ……………………………………………., hereby confirm that I am the sole owner of the business trading as…………………………………………………………………………..

As Witness:

1…………………………………………………..   ………………………………

Signature: Sole owner

2………………………………………………….   ……………………………….

Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as……………………………………hereby authorise Mr/Mrs……………………………………

Acting in the capacity of…………………………………………………, to sign all documents in connection with the tender for Contract……………………………………………and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Enterprise details	
Name of enterprise	
Contact Person	
Email	
Telephone	
Cellphone	
Fax	
Physical Address	
Postal Address	
Central supplier database registration number	**MAAA**
Section 2: Particulars of companies and close corporations	
Company / Close Corporation registration number:	
Section 3: SARS information:	
Tax reference number:	
VAT registration number, if any:	
Section 4: CIDB registration number:	**N/A**

Section 5: Particulars of principles

Principle: means a natural person who is a partner in partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act. No. 71 of 2008) a member of a close corporation registered in terms of the Close Corporation Act, 1984 (Act No.69 of 1984)

Full name of principal	**Identity number***	**Personal income tax number***

* **Please complete and attach copies of Identity documents.**

Section 6: Banking Details of companies and close corporations

Bank name and branch: ………..……………………………………………………………………………

Bank account number: …………...………………………………………………………………………..

Name of account holder: ……………………………………………………………………………….

Signed ……………………………………………….. Date ………………………………………….

Name ………………………………………………. Position ………………………………………….

Tenderer …………………………………………………………………………………………………….

SCHEDULE 1C: DOCUMENTS OF INCORPORATION (CK2)

The Tenderer **must** attach to this page a copy of the certificate of incorporation of his/her company, close corporation of partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Signed ……………………………………………….. Date ………………………………………….

Name ………………………………………………. Position ………………………………………….

Tenderer………………………………………………………………………………...………………………………..

SCHEDULE 1D: PAYMENT OF MUNICIPAL ACCOUNTS

In terms of the Municipal Supply Chain Management Policy and System and its Preferential Procurement Policy, tenderers **must** ensure that they are up-to date with their payments of municipal accounts.

The tenderer **must attach to this page**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the certificate for municipal services on the next page. In the event of leasing, a lease agreement **Must** be attached to the tender document.

Signed ……………………………………………….. Date ………………………………………….

Name ………………………………………………. Position ………………………………………….

Tenderer ………………………………………………………………………...………………………………..

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, ____ , ____________________ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Cape Agulhas Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of ____(name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder Partners, ect.:

Director /Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: **Please attach certified copy(ies) of ID document(s)**

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	

Signature	**Position**	**Date**

COMMISSIONER OF OATHS

Signed and sworn to before me at _______________________, on this_________________________ day of _________________20

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

Position: ____

Address: ____

Tel: ____

Apply official stamp of authority on this page:

SCHEDULE 1E: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

A bidder who qualifies as an EME in terms of the B-BBEE Act **must** submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

A Bidder other than EME or QSE **must submit their original and valid B-BBEE status level verification certificate or a certified copy** thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

MINIMUM REQUIREMENTS FOR VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES (The following information must be on the face of the certificate)	Indicate with (x)	
	yes	**no**
The name and the physical location of the measured entity		
The registration number and, where applicable, the VAT number of the measured entity		
The date of issue and date of expiry		
The certificate number for identification and reference		
The scorecard that was used (for example EME, QSE or Generic)		
The name and / or logo of the verification Agency		
The SANAS logo		
The certificate must be signed by the authorized person from the Verification Agency		
The B-BBEE Status level of Contribution obtained by the measured entity.		

Failure on the part of a bidder **to claim, fill in and/or to sign CAMBD 6.1 and submit** a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) 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.

Signed ……………………………………………….. Date ………………………………………….

Name ………………………………………………. Position ………………………………………….

Tenderer ………………………………………………………………………………………..………………………………..

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1 EMEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

1.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership

or

1.2. **A VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);

or

1.3. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); **or**

1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

2. QSEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

2.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership

or

2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

2.2.1. A registered Auditor approved by IRBA; or

2.2.2. A verification Agency accredited by SANAS.

2. BIDDERS OTHER THAN EMEs & QSE's

3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by:

3.1.1. A Registered Auditor approved by IRBA; **or**

3.1.2. A Verification Agency accredited by SANAS.

WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:

4.1. The Auditor's letterhead with FULL contact details;

4.2. The Auditor's practice number;

4.3. The name and physical location of the measured entity;

4.4. The registration number and, where applicable, the VAT number of the measured entity;

4.5. The date of issue and date of expiry;

4.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and

4.7. The total black shareholding and total black female shareholding.

SCHEDULE 1F: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

CURRENT / PREVIOUS EXPERIENCE

Indication of Competence / Ability to Perform Successfully

List of recent or previous work of a similar nature undertaken by the firm

	Employer (Name, Tel, Fax, Email)		Nature of work	Value of work (Incl. VAT)	Date started	Date completed
1.	Name of entity					
	Contact Person					
	Tel					
	Email					
2.	Name of entity					
	Contact Person					
	Tel					
	Email					
3.	Name of entity					
	Contact Person					
	Tel					
	Email					
4.	Name of entity					
	Contact Person					
	Tel					
	Email					

Only projects that have been completed will be used for evaluation purposes and not current or on-going projects.

The Cape Agulhas Municipality will verify all information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further. Therefore it is stressed that the contact firm or person of the bidder must be willing to confirm the information in writing on the request by the Municipality.

The Bidder hereby confirms that the information given above is true and correct:

Signed……………………………………………….. Date……………………………………

Name………………………………………………… Tenderer………………………………..

SPECIAL CONDITIONS & EVALUATING CRITERIA

The following general conditions will apply to the tender:

1. **All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality.**

2. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.

3. Subject to the provisions of clause 5 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.

4. **The use of correction fluid / tape is prohibited.**

5. Notwithstanding the provisions of clause 3 of this document, alterations and/or corrections may only be affected as follows:

5.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected) and initialling in the margin next to each and every alteration or correction.

5.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 5.1 above, will be rejected.

6. Bids submitted must be complete in all respects.

6.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

6.2 The bidder must ensure that his/her bid document is securely bound.

6.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.

6.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submits loose pages (not securely attached to the bid document or annexure with supporting documents).

7. All schedules as well as the following documents **must** be completed and submitted with the bid documents, failure to complete and submit the following will invalidate your bid:

(a) **CAMBD 1** - Invitation to Bid
(b) **CAMBD 4** - Declaration of Interest
(c) **CAMBD 6.1** - Preference Points Form in Terms of The Preferential Procurement Regulations 2017
(d) **CAMBD 8** - Declaration of Bidder's Past Supply Chain Management Practices
(e) **CAMBD 9 -** Certificate of Independent Bid Determination
(f) **Form of Offer and Acceptance**

8. We undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

9. A firm completion period/date must be indicated from the official order date.

10. No bid will be accepted from persons in the service of the state.

11. Sealed tender marked "**Tender Nr**: **SCM29/2022/23 MANAGEMENT CONSULTANT: TURN AROUND STATEGY & TRAFFIC CONTRAVENTION SYSTEM**" must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than 12:00 on **Friday**, **09 December 2022** after which it will be opened in the public.

12. Any bid received without the "Bid Number and / or Title" clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered.

13. Council reserves the right not to accept any tender. No faxes or e-mails will be accepted and **only the supplied municipal tender form may be used.**

14. A Tax Compliance status pin as issued by the South African Revenue Service, **must** be submitted with the tender, otherwise the tender will be disqualified.

15. The 80/20 scoring system, as stated in the Cape Agulhas Municipal Supply Chain Management Policy, will be used when considering tenders.

16. PAYMENT OF MUNICIPAL ACCOUNTS (SHEDULE 1 D)
The tenderer **must attach**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the **certificate for municipal services** and must be verified by the Municipality where account is held. In the event of leasing, a lease agreement **must** be attached to the tender document.

17. Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

18. The tender must be valid up to 90 days after the closing date.

19. Any bid received after the appointed time for the closing of bids shall not be considered but **shall be filled unopened** with other bids received, which bid(s) can be returned to the bidder at his request and cost.

20. PRICING

20.1. Rates and prices offered by the bidder must be written into the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorized signatory.

20.2. All price shall be quoted in South African currency, and be **INCLUSIVE OF Value Added Tax (VAT)**

20.3. Bid prices must include all expenses, disbursements, and costs (e.g. transport, accommodation etc..) which may be required for the execution of the bidder’s obligations in terms of the contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.

20.4. All bid prices will be final and binding.

20.5. A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

20.6. Where the value of an intended contract will exceed R1 ,000 ,000.00 (R1 million) it is the bidder’s responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

20.7. If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment (s) will be allowed.

20.8. The annual price increase is equal to **CPI (related to the area)** per annum

20.9. Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if claim is substantiated with proof of evidence and that such evidence is submitted prior to implementation.

20.10. Tenderers shall state the time of delivery in weeks from date of the official order by the Municipality and all **quoted prices are to exclude VAT and include travelling** to the different Municipal sites in Cape Agulhas municipal area, or such other address as may be indicated by the Municipality. **The kilometres travelled will be calculated from the registered business address of the company to the site as indicated.**

21. ADMISSION OF BIDS

21.1. Bidders shall be allowed to submit bids by mail, by courier or by hand into the bid box or at the physical address of the municipality (reception, over the counter at the SCMU as applicable) before the closing time of the bids.

21.2. Bids received via courier services must be submitted in time and deposited into the bid box by the courier services. Officials may not deposit bids into the bid box on behalf of courier services and the Municipality accepts no responsibility for late delivery by courier services or for delivery at the wrong address.

21.3. Tenders that are deposited in the incorrect box or late will not be considered

22. BID OPENING

22.1. Bids shall be opened in public at the Cape Agulhas Municipal Offices as soon as possible after the closing time for the receipt of bids.

22.2. Where practical, prices will be read out at the time of opening bids.

22.3. The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.

22.4. Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

23. ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES

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

23.2. Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with paragraph 20 for:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:
- i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- ii) the summation of the prices.

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

24. REQUIREMENTS OF A VALID BID:

24.1 The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered, and no further correspondence will be entered into with regard to the following matters:

24.1.1 The tender has not been completed in non-erasable handwritten ink,

24.1.2 Non-submission of a valid Tax Clearance Certificate and / or PIN,

24.1.3 Incomplete Pricing Schedule or Bill of Quantities, 24.1.4 A Form of Offer not signed in non-erasable ink,

24.1.5 Bid submissions with material alterations / corrections not in compliance with Clause 3 and 5 above will be rejected.

24.2 The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following;

24.2.1 To obtain a copy of the most recent municipal account(s) from the recommended bidder;

24.2.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;

24.2.3 To obtain the personal income tax number(s) from the recommended bidder;

24.2.4 To obtain a valid Tax compliance status PIN if the certificate has expired or become inactive after the closing date of the tender;

24.2.5 To clarify or obtain outstanding information on the MBD 6.2 form if incomplete or partially completed.

24.2.6 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;

24.2.7 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.

24.2.7.1 ***If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards*.**

25. **TEST FOR RESPONSIVENESS**

25.1. **A bid will be considered non-responsive if:**

25.1.1. the bid is not in compliance with the specifications.

25.1.2. the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document and/or

25.1.3. the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing

25.2. The Municipality reserves the right **to accept or reject:**

25.2.1. any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract.

25.2.2. The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any Municipal rate and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amounts at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

POPIA DISCLAIMER

The Information Officer (Municipal Manager) undertakes that all personal and confidential information will be processed lawfully and in a reasonable manner that does not infringe the privacy of you or your organization as the data subject. The processing is necessary and complies with an obligation imposed by law on us, the responsible party and the processing protects your rights to effective service delivery.

For more details, you can refer to the Cape Agulhas Municipality, Privacy Policy available at www.capeagulhas.gov.za
The Protection of Personal Information Act (POPIA), Act No. 4 of 2013

Signed ……………………………………………….. Date ………………………………………….

Name ………………………………………………. Position ………………………………………….

Tenderer ………………………………………………………………………..………………………………..

Form of Offer and Acceptance

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT: SCM29/2022/23 <u>MANAGEMENT CONSULTANT: TURN AROUND STATEGY & TRAFFIC CONTRAVENTION SYSTEM</u>

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

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

The offered total of the prices inclusive of value added tax is
Section A:

…………………………………………………………………………………..…………… Rands (in words);

R…………………….………………………in figures

Section B:

…………………………………………………………………………………..…………… Rands (in words);

R…………………….………………………in figures

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature . . . .

Name . . . .

Capacity . . . .

for the tenderer

(Name and address of organization) . . . .

. . . .

. . . .

Name and signature of witness . . . . Date . . . .

. . . .

Acceptance (TO BE COMPLETED BY THE MUNICIPALITY)

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor**)** within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature . . . .

Name . . . .

Capacity . . . .

for the Employer CAPE AGULHAS MUNICIPALITY
1 DIRKIE UYS STREET
BREDASDORP
7280

Name and signature of witness . . . .

. . . . Date . . . .

. . . .

Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT – National Treasury General Conditions of Contract

The General Conditions of Contract, as issued by the National treasury, is applicable to this Contract and is obtainable from www.treasury.gov.za

The General Conditions of Contract shall be read in conjunction with the special condition as set out on pages 5 – 68
The Special Conditions shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Part 2: Data provided by the Service Provider

The **Service Provider** is: ……………………………………………………………………………………………

Postal Address: ……………………………………………………………………………………………………

……………………………………………………………………………………………………

Physical Address: …………………………………………………………………………………………………

…………………………………………………………………………………………………

Telephone: ……………………………………………..…

Facsimile: ……………………………………………..…

The **authorized and designated representative** of the Service Provider is:

Name: ……………………………………………………………………………………………………

The address for receipt of communication is:

Address: ……………………………………………………………………………………………………

……………………………………………………………………………………………………

Telephone: ……………………………………………..…

Facsimile: ……………………………………………..…

Email: ……………………………………………..…

SIGNED ON BEHALF OF TENDERER: . . . .

THE NATIONAL TREASURY: Republic of South Africa
GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

General Conditions of Contract

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 goods 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 goods 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 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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.

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 goods to be produced or services to be. rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12.Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(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, 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.

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 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, 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.

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.

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 or in the purchaser's request for bid validity extension, as the case may be.
18. Variation Orders	18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
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 this 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 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 goods are required, or the supplier's services are not readily available. 21.4 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 22.2 without the application of penalties. 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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. 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. Antidumping 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful 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.

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 SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of Contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 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.

35.2 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 section 59 of the Competition Act No 89 0f 1998.

35.3 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.

Revised July 2010

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:……………………………………………..

3.2 Identity Number: ……………………………………………………………………………….

3.3 Position occupied in the Company (director, trustee, hareholder[2]):………………………..

3.4 Company Registration Number: ……………………………………………………………….

3.5 Tax Reference Number:………………………………………………………………………

3.6 VAT Registration Number: ………………………………………………………………….

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ….……………………………………………………………

……………………………………………………………………………………………..

[1]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 of 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 public entity; or
(f) an employee of Parliament or a provincial legislature.

[2] Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? ………**YES / NO**

3.9.1 If yes, furnish particulars

Section 3.9.1: Record of service of the state

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	**Name of institution, public office, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		current	**Within last 12 months**

* Insert separate page if necessary

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? ………………………………… **YES / NO**

3.10.1 If yes, furnish particulars.

…………………………………………………………………………………

…………………………………………………………………………………

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

…………………………………………………………………………………

…………………………………………………………………………………

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

…………………………………………………………………………………

…………………………………………………………………………………

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

Section 3.13.1: Record of spouses, children and parents in the service of the state

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

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

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

* Insert separate page if necessary

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

…………………………………………………………………………

……………………………………………………………………………

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

Full Name	Identity Number	State Employee Number

…………………………………..
Signature

……………………………………..
Date

………………………………….
Capacity

……………………………………….
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTOR	**20**
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **“prices”** includes all applicable taxes less all unconditional discounts;

(h) **“proof of B-BBEE status level of contributor”** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

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

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

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 B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution **must complete** the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
7.2 Points claimed in respect of Level of Contribution (maximum 20 points)	

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted............……………….…………%
ii) The name of the sub-contractor…………………………………………………………..
iii) The B-BBEE status level of the sub-contractor......................................……………..
iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

9.1 Name of company/firm:…………………………………………………………………………….

9.2 VAT registration number:……………………………………..…………………………………

9.3 Company registration number…………….……………………….…………………………….

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

………
………
………
…………………………………………………………………………………………..

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated: ….……………………………………………….

Registered Account Number: ………………………….

Stand Number:……………………………………………….

9.8 Total number of years the company/firm has been in business……………………………

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser 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 by the National Treasury 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.

WITNESSES	
1. ………………………………………..	……………………………………… SIGNATURE(S) OF BIDDERS(S)
2. ……………………………………….	DATE: …………………………………..
	ADDRESS …………………………………..
	…………………………………..
	…………………………………..

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.

1.2. Regulation 8. (2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = 1 - \left(\frac{x}{y}\right) x\ 100$$

Where

x is the imported content

y is the bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Nr	**Description of services, works or goods**	**Stipulated minimum threshold as a %**
	n/a	

3. Does any portion of the services, works or goods offered have any imported content?

(*Tick applicable box*)

YES		NO	

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information are accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	**Rates of exchange**
US Dollar	R
Pound Sterling	R
Euro	R
Yen	R
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

………………………………….. ……………………………………..
Signature(s) of Bidder(s) Date

……………………………......... ……………………………………
Name of Signature(s) Name of Bidder

……………………………......... ……………………………………
Witness 1 Witness

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. SCM29/2022/23 MANAGEMENT CONSULTANT: TURN AROUND STATEGY & TRAFFIC CONTRAVENTION SYSTEM – NOT APPLICABLE

ISSUED BY: (Procurement Authority / Name of Institution): ....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, …………………………….. (full names),
do hereby declare, in my capacity as ……………………………………… ………..
of ....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product have been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: ________________________ **DATE:** ___________

WITNESS No. 1 ________________________ **DATE:** ___________

WITNESS No. 2 ________________________ **DATE:** ___________

Annex C

Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) above.

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1)	Tender No.			
(C2)	Tender description:			
(C3)	Designated product(s)			
(C4)	Tender Authority:	CAPE AGULHAS MUNICIPALITY		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Currency		Rate
(C7)	Specified local content %			

GBP

Calculation of local content									Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
									(C20) Total tender value			
									(C21) Total Exempt imported content			
									C22) Total Tender value net of exempt imported content			
									(C23) Total Imported content			
									(C24) Total local content			
									(C25) Average local content % of tender			

Signature of tenderer from Annex B

Date:

Annex D

SATS 1286.2011

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.				
(D2)	Tender description:				
(D3)	Designated Products:				
(D4)	Tender Authority:	CAPE AGULHAS MUNICIPALITY			
(D5)	Tendering Entity name:				
(D6)	Tender Exchange Rate:	Currency		Rate	

Note: VAT to be excluded from all calculations

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
				Calculation of imported content					
(D7)	*(D8)*	*(D9)*	*(D10)*	*(D11)*	*(D12)*	*(D13)*	*(D14)*	*(D15)*	*(D16)*

Summary

Tender Qty	Exempted imported value
(D17)	*(D18)*

(D19) **Total exempt imported value**

This total must correspond with Annex C – C21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content		Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
					Calculation of imported content					
(D20)	*(D21)*	*(D22)*	*(D23)*	*(D24)*	*(D25)*	*(D26)*	*(D27)*	*(D28)*	*(D29)*	*(D20)*

Summary

Tender Qty	Total imported value
(D30)	*(D31)*

(D32) **Total imported value by tenderer**

Annex D - Continued

SATS 1286.2011

Imported Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

	C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
	Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
	(D33)	*(D34)*	*(D35)*	*(D36)*	*(D37)*	*(D38)*	*(D39)*	*(D40)*	*(D41)*	*(D42)*	*(D43)*	*(D44)*

`

(D45) **Total imported value by 3rd party**

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	*(D47)*	*(D48)*	*(D49)*	*(D50)*

Summary of payments
Local value of payments
(D51)

(D52) **Total of foreign currency payments declared by tenderer and/or 3rd party**

(D53) **Total of imported content & foreign currency payments - *(D32), (D45)* & *(D52)* above**

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: ____________________

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	**Tender No.**		**Note:** VAT to be excluded from all calculations
(E2)	**Tender description:**		
(E3)	**Designated products:**		
(E4)	**Tender Authority:**	**CAPE AGULHAS MUNICIPALITY**	
(E5)	**Tendering Entity name:**		

Local Products (Goods, Services and Works)	**Description of items purchased**	**Local suppliers**	**Value**
	(E6)	*(E7)*	*(E8)*
		(E9) **Total local products (Goods, Services and Works)**	

(E10)	**Manpower costs**	(Tenderer's manpower cost)	
(E11)	**Factory overheads**	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	**Administration overheads and mark-up**	(Marketing, insurance, financing, interest etc.)	
		(E13) Total **local content**	
		This total must correspond with Annex C - C24	

Signature of tenderer from Annex B

____

Date: ___________________________

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Cape Agulhas Municipality** in accordance with the requirements and specifications stipulated in bid number **SCM29/2022/23** 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 for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
   - Declaration of interest;
   - Declaration of bidder’s past SCM practices;
   - Certificate of Independent Bid Determination;
   - 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 authorized to sign this contract.

NAME (PRINT) ………………………………………….

CAPACITY ………………………………………….

SIGNATURE ………………………………………….

NAME OF FIRM ………………………………………….

DATE ………………………………………….

WITNESSES

1 ………………….

2. ……………………

DATE: …………………….

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)

1. I **EBEN PHILLIPS** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **SCM29/2022/23** dated **09 DECEMBER 2022** for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. 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.

DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION PERIOD	B-BBEE STATUS LEVEL	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
MANAGEMENT CONSULTANT: TURN AROUND STATEGY & TRAFFIC CONTRAVENTION SYSTEM	**Section A:** **R** _______________ **Section B:** **R** _______________			N/A

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

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) …………………………………….

SIGNATURE …………………………………….

OFFICIAL STAMP

WITNESSES

1. ……………………….

2. ……………………….

DATE ……………………….

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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).[2] 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:

[1] **Includes price quotations, advertised competitive bids, limited bids and proposals.**

[2] **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

SCM29/2022/23 MANAGEMENT CONSULTANT: TURN AROUND STATEGY & TRAFFIC CONTRAVENTION SYSTEM

in response to the invitation for the bid made by:

CAPE AGULHAS MUNICIPALITY

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[3] 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.

[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

…………………………………………………	…………………………………
Signature	Date
…………………………………………………	…………………………………
Position	Name of Bidder