

THE MSUNDUZI MUNICIPALITY



**HEAD: SUPPLY CHAIN MANAGEMENT
DR D. N. GAMBU**

333 Church Street, Private Bag X205, Pietermaritzburg, 3200
Telephone No. 033 – 392 2597

CONTRACT No. SCM 57 OF 24/25

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE

Tenderer's Name:	
Postal Address:	
Contact Person:	
Telephone No:	
Cellular No:	
E-Mail Address:	
CSD Supplier No:	B-BBEE Contributor Level:

Tenders contained in sealed envelopes and marked with “**CONTRACT No. SCM 57 OF 24/25**” and the **Contract Description** must be placed in the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, not later than **12h00 on Friday, 23 June 2025**, when they will be opened in public. **Only Tenders placed in the Tender Box before the closing time above will be accepted.**

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

CONTENTS

1.	COVER PAGE	1
2.	CONTENTS	2
3.	TENDER SUBMISSION CHECKLIST	3
4.	TENDER NOTICE.....	4
5.	STANDARD CONDITIONS OF TENDER	6
6.	LEGISLATION.....	13
7.	DEFINITIONS	16
8.	SPECIFICATION	17
9.	PRICING SCHEDULE	44
10.	<u>DATA SHEETS 1 – 9</u>	
10.1	INVITATION TO BID DOCUMENT.....	45
10.2	AUTHORITY TO SIGN DOCUMENT	48
10.3	STATEMENT OF PREVIOUS EXPERIENCE.....	49
10.4	SCHEDULE OF RESOURCES	50
10.5	DECLARATION OF MUNICIPAL FEES.....	51
10.6	DECLARATION OF INTEREST	52
10.7	BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES	55
10.8	CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	57
10.9	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	60
11.	TENDER FORM.....	62
12.	<u>ANNEXURES</u>	
12.1	ANNEXURE “A” – ALTERATIONS BY TENDERER.....	64
12.2	ANNEXURE “B” – OCCUPATIONAL HEALTH AND SAFETY ACT	65
12.3	ANNEXURE “C” – PREFERENTIAL PROCUREMENT POLICY	67
12.4	ANNEXURE “D” – TAX CLEARANCE CERTIFICATE	72
12.5	ANNEXURE “E” – CIPC REGISTRATION CERTIFICATE ..	73
12.6	ANNEXURE “F” – CSD REGISTRATION REPORT	74
12.7	ANNEXURE “G” – COMPACT DISC (CD) OR USB- FLASH DRIVE	75
13.	<u>TENDERERS PLEASE NOTE:</u>	
13.1	Tenderers are advised to check the number of pages, and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors, they shall inform the Head: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer’s failure to observe this requirement.	
13.2	The Tender Notice was advertised in The Witness newspaper on Wednesday, 21 May 2025.	
13.3	The tender closes at the Tender Box, situated at the Msunduzi Municipality’s Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, at 12h00 on Monday, 23 June 2025.	

THE MSUNDUZI MUNICIPALITY

TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Service Providers with the completion of the tender document. Service Providers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Service Provider should the Service Provider fail to fulfil the requirements of the Tender.

No.	Description	<u>Service Provider to Tick (✓)</u>	<u>For Official Use Only</u>	
1	Has the Tender Document been completed in handwriting and all corrections counter-signed? (No correction fluid used)		D	
2	Has all tendered rates been priced in handwritten and corrections counter-signed? (No correction fluid used)		D	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		D	
5	Has the compulsory "Tender Briefing/Site Inspection" meeting been attended and has the "Tender Briefing/Site Inspection" certificate been completed and signed at the meeting?	N/A	D	
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		D	
7	Has the "Tender Form" been completed and signed?		D	
8	Is a valid copy of the Tax Clearance Certificate and a Tax Clearance Status Verification Pin attached to the Tender Document?		D	
9	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?		D	

****D: Failure to comply with these Sections will prejudice the tender.***

Name of Service Provider : _____

Signature : _____

Date : _____

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

TENDER NOTICE

Tenders are hereby invited from suitably qualified and experienced Service Providers for the supply, delivery, installation, commissioning, maintenance and management of Traffic Contravention System Software.

Tender documents will be made available to tenderers from **12h00 on Wednesday, 21 May 2025**.

Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on **www.etenders.gov.za**.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R303.50 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries, please contact Fekisie Nkhethi (Public Safety: Traffic and Security) on Cellular No. 0743494677 or email address **fekisie.nkhethi@msunduzi.gov.za**.

For any procurement related enquiries, please contact Vinay Mohanlal (Supply Chain Management Unit) on direct Telephone No. 033 – 392 2852 or email address **vinay.mohanlal@msunduzi.gov.za**.

Tenders must be submitted both in hard copy and on a CD/USB Flash Drive contained in sealed envelopes and marked with “**Contract No. SCM 57 of 24/25**” and the **Contract Description** and must be placed in the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297;30.3610014), not later than **12h00 on Monday, 23 June 2025**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

Tender Validity Period: Four (4) months commencing from the closing date of tender.

Tender Adjudication/Evaluation Criteria: Tenderers shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Point System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, including Chapter 4 of the Public Procurement Act, Act No. 28 of 2024.

The Functionality for Stage One shall be evaluated on the following criteria:

No.	Evaluation Criteria	Maximum Points
1.	Experience of Key Personnel to be employed on the project.	10 Points
2.	Company experience in Traffic Management System.	20 Points
Total Functionality Points		30 Points
Minimum Threshold (60%)		18 Points

The allocation of Preference Points in Stage Two will be according to the following Specific Goals:

No.	Specific Goal	Points
1.	Black Owned Enterprise (BOE)	10
2.	Business Enterprise Owned by Women	5
3.	Location of Business Enterprise	5
Total Preference Points (Specific Goals)		20

The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

MRS N. M. NGCOBO (ACTING MUNICIPAL MANAGER)

THE MSUNDUZI MUNICIPALITY
STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract (N/A), Special Conditions of Contract (N/A), Legislation, Definitions, Specifications, Pricing Schedule, Tender Form, Drawings (N/A), Data Sheets and Annexures thereto.

2. COMPULSORY TENDER BRIEFING MEETING / SITE INSPECTION

NB: This clause does not apply to this tender, as there is no Tender Briefing scheduled.

Where in the tender document reference is made to a compulsory Tender Briefing Meeting/Site Inspection, the Service Providers shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they complete and sign the Attendance Register circulated at the meeting. Service Providers shall be required to complete and sign the Tender Briefing Meeting/Site Inspection Certificate attached hereto prior to the commencement of the meeting, and to also ensure that the Tender Briefing Meeting/Site Inspection Certificate is duly signed by the authorised official at the end of the meeting. Only one representative per Company or Consortium will be allowed to attend the above meeting. No person will be allowed to represent more than one Company at the meeting.

Service Providers are to ensure that their Representatives representing their respective Companies at the Tender Briefing Meeting/Site Inspection are familiar with the true nature and extent of the works as no claims for extras shall be entertained and the Council shall not be held liable should the Service Provider tender incorrectly.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register. Tenders will not be considered from Service Providers who do not attend the meeting and whose Tender Briefing Meeting/Site Inspection Certificate had not been signed by the authorised official.

Service Providers will be required to present a hard copy of their tender document at the Tender Briefing Meeting/Site Inspection for endorsement and failure to comply with this will result in disqualification.

3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Service Providers are advised that this document must be completed by being hand written and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Service Providers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, before the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the

negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate Contract Number and Contract Title must reach the Msunduzi Municipality's Central Stores, 2 Abattoir Road, Pietermaritzburg, 3201, not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders. Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a Service Provider may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Service Provider's failure to comply with this condition.

In the case of a Service Provider withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Service Provider.

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Service Provider shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Service Provider communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Service Provider; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Service Provider to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition, which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Service Provider.

Prospective Service Providers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or tender after its submission.

5. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Service Provider must apply directly for any import permits or currency needed. However, the Council will furnish the successful Service Provider with a supporting statement, if required.

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government. Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the

payroll system. It will electronically verify a supplier's tax status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website www.csd.gov.za. Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at database@kzntreasury.gov.za.

With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD. Negotiations for the tender award will only be concluded with the qualify Service Provider(s) who is/are registered on the CSD on or after 01 April 2016.

In order for Council to verify your Company's registration with CSD, Service Providers are required to furnish the following information for verification purposes:

CSD Supplier Number	
Unique Registration Reference Number	

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

Service Providers shall be required to submit, together with the tender document, a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin, the Council reserves the right to verify the same on National Treasury's Central Supplier's Database.

Further to the above, Service Providers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. four (4) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Service Provider to submit a further valid Tax Clearance Certificate. In this instance, the Service Provider shall be given seven (7) working days written notice in which to comply. Should the Service Provider fail to comply with this request, the Council further reserves the right to make no award to the Service Provider and the Council shall not be held liable for any loss or damages sustained by the Service Provider.

If a Service Provider has already submitted an original Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance Certificate is still valid for the full duration of the validity period for this tender. In this instance, the Service Provider will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes:

CSD Supplier Number	
Unique Registration Reference Number	

8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc, unless the Service Provider states otherwise in the proposal.

9. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices.

Partial awards **may** be made where this is perceived by the Head: Supply Chain Management or the Engineer to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and BEE's.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Service Provider, the prices and particulars contained in the Tender Form shall prevail.

10. ACCEPTANCE OF ANY TENDER

10.1 The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

10.2 Where less than three (3) tenders are received, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

10.3 The procedure/s which shall be followed with the acceptance of a tender are as follows:

10.3.1 Where in the tender document, Service Providers are required to submit Works Insurance, Sureties, Public Liability Insurance or any other provisional criteria, a letter of Provisional Acceptance will be sent to the successful Service Provider/s stipulating which amount or rate/s have been accepted and the requirements for the final award.

10.3.2 In this instance, the Service Provider/s shall be required to satisfy the requirements of the Provisional Letter of Acceptance within fourteen (14) days from date of issue of the Provisional Letter of Acceptance.

10.3.3 Should the Service Provider/s, fails to comply with the requirements of such provisional acceptance within the period specified in same or any variation thereto, and the Council elects not to confirm the provisional acceptance of the tender on that ground, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Providers.

10.3.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the Head: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.

10.3.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.

10.3.6 Once the SLA has been concluded, the Tender, Provisional Letter of Acceptance, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.

10.3.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

10.4 Where no Insurances, Sureties or any other provisional criteria are required, a Final Letter of Acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.

10.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.

10.6 Once the SLA has been concluded, the Tender, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.

10.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

Unless otherwise stipulated in the covering letter submitted with the tender, the Service Provider shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Service Provider is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi*.

The Service Provider's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

12. DATA SHEETS

Service Providers must complete the following Data Sheets: **Declarations of Interest, Authority to Sign Document, Pricing Schedule, Declaration of Bidders Past Supply Chain Management Practices, Certificate of Independent Bid Determination** and the **Tender Form** and any other applicable Data Sheets attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable). ***Failure to comply with these provisions will render the offer unresponsive (invalid).***

13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Supply Chain Management Regulations states that the Council may not make any award to a person:

- (a) Who is in the service of the state;
- (b) If that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or municipal entity.

14. MUNICIPAL FEES

All Service Providers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Service Providers must include the relevant account numbers in the declaration.

15. APPEALS AND/OR OBJECTIONS

Any Service Provider aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Head: Supply Chain Management. In the event that an appeal and/or objection is lodged, the following procedure shall apply:

The Service Provider shall be required to pay an appeal/objection fee in the amount of zero point five percent (0.5%) of the total contract sum, including VAT or R2 000.00, whichever is the greater to a maximum value of R20 000.00.

The fee is to be paid in cash or electronic fund transfer on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager / Head: Supply Chain Management. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to, and the Municipality shall not be held liable for any loss or damages sustained by the Service Provider due to the Service Provider's failure to adhere to the above condition.

16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Service Providers claiming preference points shall be required to complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 2022, Preference points must be awarded for specific goals stated in the tender.

Service Providers are required to submit proof or documentation required in terms of this tender to claim points for specific goals. Failure to do so shall result in no preference points being awarded to the Service Provider and the Council shall not be held liable for any loss or damages in this regard.

17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Service Providers intending to tender in the form of Joint Ventures/Consortiums **must submit** the following documentation together with the tender:

- (1) Valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium.
- (2) CSD Reports of all parties of the Joint Venture/Consortium.
- (3) All parties of the Joint Venture/Consortium must submit individually signed copies of:
 - (a) The Declaration of Interest Form,
 - (b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
 - (c) The Certificate of Independent Bid Determination Form.
- (4) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract.

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

18. ADJUDICATION CRITERIA

The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Point System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, including Chapter 4 of the Public Procurement Act, Act No. 28 of 2024.

19. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (i) Suggestions to fictitious lower quotations,
- (ii) Reference to non-existent competition,
- (iii) Exploiting errors in tenders,
- (iv) Soliciting tenders from Service Providers whose names appear on the list of restricted Service Providers/suppliers/persons, and
- (v) Submission of two tenders by a Service Provider.

Any attempt by a Service Provider to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

20. ALTERATIONS BY TENDERER

If a tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specifications, Quantities or Drawings, or to qualify the tender in any way, such changes and/or proposals are to be listed in Annexure "A" hereto, failing which the tender will be deemed to be unqualified. It must be clearly understood that the Council will be under no obligation to accept any such qualification.

21. OCCUPATIONAL HEALTH AND SAFETY ACT

The attached Annexure "B" hereto must be completed thereby indemnifying the Msunduzi Municipality of any claims which may arise in terms of the Occupational Health and Safety Act (Act 85 of 1993), as amended.

THE MSUNDUZI MUNICIPALITY

LEGISLATION

1.0 GENERAL

- 1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation. **The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

- 2.1 The OHS Act covers *inter alia* "any work in connection with –

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 2.2 The OHS Act covers *inter alia* "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project; and
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 2.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure "B", between the Employer and the Contractor in this contract are:

- 2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
- 2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.

- 2.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
- 2.3.6 The Mandatory shall, before commencing or carrying out the work, inform the divisional inspector in writing of: -
- a) the address of the premises on which such work will be carried out;
 - b) the nature of such work;
 - c) the date on which it is expected that such work will be commenced; and
 - d) the date on which it is expected that such work will be completed.
- all in terms of Clause 15c of the GAR
- 2.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

- 3.1 Contractors are required to register as employers in terms of the COID Act.
- 3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.
- 3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

- 4.1 Contractors are required to register as employers in terms of the LR Act.
- 4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)

- 5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

6.0 THE INCOME TAX ACT (ACT 58 of 1962)

- 6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

- 7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.
- 7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)

- 8.1 Where work undertaken in connection with this contract falls within the meaning of "*kinds of work reserved for professional engineers*" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.
- 8.2 The Service Provider shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Provider shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

9.0 NON-COMPLIANCE

- 9.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.
- 9.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

THE MSUNDUZI MUNICIPALITY

DEFINITIONS

The following definitions apply:

"Council" means the Msunduzi Municipality.

"Head: Supply Chain Management" means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

"Engineer" means the Deputy Municipal Manager: Community Services of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

"Service Provider/Contractor" means the person, firm, Service Provider or company whose tender has been accepted by the Msunduzi Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.

"Special Conditions" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.

"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Contract Document" means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.

"Goods" means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.

"The Tender" means the written offer made by the Service Provider to the Council.

"Preferential Procurement Policy" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

"SARS" means the South African Revenue Services.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

SPECIFICATION

1.0 SCOPE OF CONTRACT

The scope of contract calls for the appointment of a suitably qualified and experienced Service Provider for the supply, delivery, installation, commissioning, maintenance and management of Traffic Contravention System Software.

2.0 PROJECT CHAMPION

For any technical related enquiries, please contact the Project Champion, as follows:

Fekisie Nkhethi
Public Safety: Traffic and Security
Cellular No: 074 349 4677
E-mail Address: fekisie.nkhethi@msunduzi.gov.za

3.0 SCOPE OF WORKS

The scope of works entails the supply, delivery, installation, commissioning, maintenance and management of the Traffic Contravention Management System Software.

4.0 DETAILED SPECIFICATION

- 4.1 The supplier must be a suitable, qualified, and experienced Service Provider to undertake the supply, delivery, installation, commissioning, maintenance, and management of the Traffic Contravention Management System Software.
- 4.2 The Traffic Contravention Management System software generates documentation as prescribed in terms of the Criminal Procedures Act which includes, but not limited to:
 - 4.2.1 Summonses in terms of section 341 and 54 Act of 51/1977.
 - 4.2.2 Notices issued in terms of section 341 and 54 Act of 51/1977.
 - 4.2.3 Notices issued in terms of section 341 and 56 Act of 51/1977.
 - 4.2.4 Representations.
 - 4.2.5 Court Registers.
 - 4.2.6 Admission of Guilt Registers.
 - 4.2.7 Warrant of Arrest Registers.
 - 4.2.8 Dossier Registers (First Information of Crime).
 - 4.2.9 Officer Productivity.
 - 4.2.10 Officer Accident Reports and various other system modules.
 - 4.2.11 Report for Audit.
- 4.3 The Contractor shall not sub-contract, cede or allow any other person or body corporate to provide any services for and on behalf of the Contractor.

4.4 TECHNICAL SPECIFICATION REQUIRED

The following technical specifications requirements apply.

The evaluation of tenders will be done in terms of compliance with the following criteria:

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				
1.1	Multiuser Traffic Contravention System to be installed on a server provided by the Municipality.			
1.2	Must be able to run single sign on as per auditor general requirements.			
1.3	The application must be mSCOA, compliant and integrate seamlessly into the Municipal Financial System Act 56 of 2003.			
1.4	Provide technology for remote pay points and court administration.			
1.5	Must be able to Indicate user captured transactions.			
1.6	Interface for the uploading of camera offences from any type of TCSP approved digital cameras.			
1.7	Maintaining a database of camera offence images for enquiry and court evidence.			
1.8	Interface to e-Natis and/or alternative databases for obtaining offender name and address details.			
1.9	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.			
1.10	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.			
1.11	Online Cashier facilities and interfaces for verified payments with electronic payment service providers ea. Easy Pay, Banks & SA Post Office, etc.			
1.12	Court related documentation and Criminal Case Registers.			
1.13	Admission of Guilt and Spot Fine Register, Warrant of Arrest, and related register.			
1.14	Roadblock assistance software — offline and/or on-line.			
1.15	Comprehensive Management Reporting and Graphs.			

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
1.16	Service level agreement for user support helpdesk, training, support and system maintenance and new releases.			
1.17	Maintenance of updates of electronic charge sheets.			
1.18	Tracing of offenders and call centre support functionality.			
1.19	Track record of successful installations.			
1.20	Provide Pound Management System.			
1.21	Provide Public Transport Disc Module for the issuing of Discs to Taxis operating in the jurisdiction of the Metro.			
1.22	Accident Management System to record accidents.			
1.23	View Fines Website to assist the public with the viewing of their fines and to increase fine payment rates.			
1.24	Call centre functionality to increase fine payment rates.			

4.5 The following technical specifications 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
1.	IMPLEMENTATION			
1.1	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 30 th day, the system will lock out the user and a system administrator will need to reset the password.			
	The password must at least have eight or more characters (not exceeding fifteen			

	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 three 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.			
1.2	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			
1.3	Role ID Name Description			
	<ul style="list-style-type: none"> - 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 			
1.4	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.			

1.5	Administrator Role			
	An Administrator role can perform all functions on the application.			
2	FUNCTIONS			
2.1	Allocations			
	<ul style="list-style-type: none"> - Allocation Function - Document Allocation - Payment Generation - Document De-Allocation - Document Re-Allocation - Allocation Reports - Server Cover Report - Server Payment Report 			
2.2	Camera Adjudication			
	<ul style="list-style-type: none"> - Camera Image Upload - All different camera types. - Image Validation - Image Verification - Image Enquiry 			
2.3	Notice Capturing			
	<ul style="list-style-type: none"> - Section 56 - Section 341 - Section 54 - Weighbridge Sect 56 - First Information of crime - Suspended Vehicles - Marked Registrations - Change 341 Name and address. - Change Offender detail 			
2.4	Representations			
	<ul style="list-style-type: none"> - Register Representation - Representation Results - Present a Document - Representation Letters - Custom Letter 			
2.5	Court			
	<ul style="list-style-type: none"> - Court date set up. - Case Result - Case Result Reversal - Manual Case No Capture - Court Case CSV Export 			
2.6	eNatis			
	<ul style="list-style-type: none"> - Generate eNatis request. - Upload eNatis response 			
2.7	Camera Notices			
	<ul style="list-style-type: none"> - Import Camera File - Generate Camera Notices - Print Camera Mailers 			

2.8	Summons			
	<ul style="list-style-type: none"> - 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 			
2.9	Warrant of Arrest			
	<ul style="list-style-type: none"> - Manual Warrant Capture - Notice of Warrant - Return of Warrant - Warrant Availability - Warrant Signed - Print Warrants - Maintain Bench Warrants - Delete Warrant Execution - Maintain Warrant Number 			
2.10	Speed Sect 56			
	<ul style="list-style-type: none"> - Speed Sect 56 capture - Speed Sect56 SETUP - Speed Sect 56 Export 			
2.11	Roadblock			
	<ul style="list-style-type: none"> - ANPR Video - Manual Search - ANPR Re-Import - LALFOTCS Extract - Mobile Device File Export 			
2.12	Enquiries			
	<ul style="list-style-type: none"> - Enquiries Display - ID Listing 			
2.13	Payments			
	<ul style="list-style-type: none"> - Traffic Payments - Non-Traffic Payments - Maintain Payment Details - Traffic Payment Cancellation - Easy Pay 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 			
2.14	Payments Reports			
	<ul style="list-style-type: none"> - Spot Fine Register - Admission of Guilt Register - Payment History Report 			

	<ul style="list-style-type: none"> - 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 			
2.15	Registers			
2.15.1	Control Registers			
	<ul style="list-style-type: none"> - Section 56 Control Register - Section 54 Control Register - Annexure Control Register 			
2.15.2	Court Registers			
	<ul style="list-style-type: none"> - 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 			
2.15.3	Warrant of Arrest Registers			
	<ul style="list-style-type: none"> - Generate WOA Register - Proforma Warrant Register 			
2.15.4	Supervisor Registers			
	<ul style="list-style-type: none"> - Deleted Notices Register 			
2.15.5	Traffic Point Export			
2.15.6	mSCOA Export			
2.16	Static Data Management			
	Admin Centre Codes Data <ul style="list-style-type: none"> - Code Groups - Postal Codes - Codes Local Authority Setup <ul style="list-style-type: none"> - Local Authority Rules - Local Authority Address 			

	Series Data Court Data Setup <ul style="list-style-type: none"> - Court Detail - Court Room - Court Address - Court Fines - Copy Court Fines Offence Data <ul style="list-style-type: none"> - Offence Word - Offence Master - Offence Category Officers Data <ul style="list-style-type: none"> - Officer - Officers Group Cameras Data <ul style="list-style-type: none"> - Cameras - Camera Groups Police Station Data <ul style="list-style-type: none"> - Court Police Station - Police Stations Locations Data Speed Section 56 <ul style="list-style-type: none"> - S56 Entity Data - S56 Gen Entity Record - S56 Gen Entity Notice Numbers Contractor Data Vote Data Speed Matrix Data Road Type Data Server Details			
2.17	Tools			
	System Administration <ul style="list-style-type: none"> - Cancel a Document - Delete Functions - Delete Section 56 System Functions <ul style="list-style-type: none"> - User Roles - Menus Data - User Role Permissions - Users Reversals <ul style="list-style-type: none"> - Court Register Reversal - Warrant Register Reversal - AOG Register Reversal - Summons Generate Reversal 			
2.18	User Setting			
	Change Password			
2.19	Officer Books			
	<ul style="list-style-type: none"> - Capture Notice Books - Allocate Notice Books - Notice Books Register - Return Notice Book 			

	<ul style="list-style-type: none"> - Re-Issue Notice Book - Notice Book Requisition - Notice Books Parameters 			
2.20	Reports			
2.20.1	MIS Reports			
	<ul style="list-style-type: none"> - 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 			
2.20.2	User Reports			
	<ul style="list-style-type: none"> - User Roles Report - User Audit Report - User Login Report - User Role Audit Report - User Password Reset Report - User Activity Report 			
2.20.3	Warrant Reports			
	<ul style="list-style-type: none"> - Outstanding Warrants Detailed Report - Snapshot of Warrants Report - Warrant of Arrest Execution Summary - Bench Warrant of Arrest Report 			
2.20.4	Daily Reports			
	<ul style="list-style-type: none"> - 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			
2.20.5	Portal Reports			
	<ul style="list-style-type: none"> - 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 			
2.20.6	Camera Reports			
	<ul style="list-style-type: none"> - CAM User Activity Report - CAM Uploaded Images by Officer - CAM Uploaded Images by Location - CAM Uploaded Images by Camera - CAM Officer Productivity - CAM Image Rejections - CAM Batch Pending Validation - CAM Batch Pending Verification 			
2.20.7	Monthly Reports			
	<ul style="list-style-type: none"> - 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 			
2.21	Housekeeping			
	<ul style="list-style-type: none"> - Notice Batch Withdraw - Summons Batch Withdraw Section 56 - Summons Batch Withdraw Section 341 - Warrant of Arrest Batch Execution - No Offender Detail Batch Withdraw 			
2.22	Document Scanning			
	<ul style="list-style-type: none"> - Upload Documents - Index Documents - Search Documents 			

3	Roadblock & ANPR Module			
	<p>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.</p> <p>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.</p> <p>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.</p> <p>Together with this manual enquiry, modern 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. A traffic officer then stops the vehicle. 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.</p>			

	<ul style="list-style-type: none"> - Export Roadblock Files - Manual Search - Roadblock Cashier Module - Roadblock End-of-Day Report 			
3.1	Roadblock Vehicle			
	<p>The ANPR roadblock vehicle is equipped with the following necessities to execute a standard roadblock:</p> <ul style="list-style-type: none"> - ANPR camera and workstation - 2 X ANPR screens for observation by the operator and officers - 2 X speed humps for traffic calming before entering the roadblock area. - 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 			
3.2	Roadblock operation			
	<ul style="list-style-type: none"> - 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. Service Provider is informed and departs to the location. 			

	<ul style="list-style-type: none"> - On arrival the roadblock vehicle is supplied with power by connecting to the portable generator - Workstations 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 must 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 			
4	Offender Tracking and Tracing			
4.1	Offender Database			
	<ul style="list-style-type: none"> - Data cleansing / SMS' <ul style="list-style-type: none"> ▪ Data Washing ▪ SMS' send via TC. ▪ Photo mms - Call Centre <ul style="list-style-type: none"> ▪ SMS extract via website ▪ Offender database for data washing on centralized database and then external service provider if needed SMS for concept court register, ▪ WOA (receive file from service centres) ▪ Website ▪ Call Centre do online queries Manage SMS for all sites, keep record of SMS's sent out and tie back to payments received from 			

	<ul style="list-style-type: none"> ▪ SMS's notifications. ▪ Measure outcome of SMS's ▪ Update each local traffic system with updated data on centralized database. ▪ Tracking and tracing of return post 			
5	Public Transport / Rank Stand License Disc			
	<ul style="list-style-type: none"> - Transport Registration - Transport Issue / Renewal Disc - Transport Reprints - Transport Enquiries - Transport Reports 			

4.6 TECHNICAL SPECIFICATIONS: FULLY FITTED HIGH SPEED REACTION TRAILER FOR ROADBLOCKS AND ACCIDENTS

The Service Provider must provide a high-speed special reaction trailer with all the required items to close roads in a safe and conformed way.

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
1.	Medium size Roadblock Trailer with three side doors for easy access to roadblock equipment and two flip top-cover doors with 12V emergency lights.			
1.1	Nose cone to fit a 2,3KW Generator with ventilation holes.			
1.2	Electrical Control unit with external industrial light socket for spotlights or external extension cable.			
1.3	200AH Deep cycle standby battery with charge module fitted in the nose cone to run the emergency lights when the generator is not running.			
1.4	Additional plugs for use during roadblock operations.			
1.5	Two 12V telescopic spotlight poles mounted on the front end of the trailer with floodlights for use in low light conditions.			
1.6	All doors fitted with a universal key lock system.			
1.7	Nose cone must have a support stand to select an open cover configuration during roadblocks.			
1.8	The blue emergency lights must have a selectable light pattern option and a centralized ON/OFF switch.			

1.9	Install 40 Traffic cones with night reflectors.			
2.0	Two portable speed humps with bags to slow traffic down.			
2.1	Two light weight wheel clamps to lock wheels of suspect cars during roadblocks.			
2.2	One (1) generator of at least 2,3KW output with smart functionality options and power display.			
2.3	Fit an electrical switchboard with at least two (2) trip switches that controls the two sections of the trailer.			
2.4	Steel safe to store valuable items and keys.			
2.5	Fit at least six (6) x high quality long beam multi-function flashlights/torches in special lockable container.			
2.6	Two (2) marshalling torches with red or blue lenses.			
2.7	One (1) measuring wheel for accident survey purposes.			
2.8	Two (2) trailer wheel stops.			
2.9	Two (2) extension cables – (30 Meters) & (20 Meters).			
2.10	Fit cone support poles to prevent the traffic cones from moving around.			
2.11	Supply and fit at least ten (10) reflective portable and triangular traffic roadblock signs.			
2.12	Fit brackets to keep all portable traffic signs in place during transport.			
2.13	Supply and fit at least two fire extinguishers in easy reachable positions.			
2.14	Supply and fit one first aid box with standard Regulation-7 consumables.			
2.15	Supply and fit 5-Lit Gerry can with safety container.			
2.16	Supply and fit a safety strap for the Generator.			
2.17	Supply four portable warning flashing blue lights, rechargeable or battery type.			
2.18	Supply eight long sleeve traffic safety jackets with removable sleeves.			
2.19	Fit a high-quality PA system to be used by the operator to announce roadblock related arrangements.			

4.7 SPEED LAW ENFORCEMENT SYSTEMS PERMANENT AND MOBILE: RADAR

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

- (a) 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.

- (b) The camera equipment and law enforcement system shall provide a fully integrated and automated system for the prosecution of permanent and mobile speed offences.

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

- (a) 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.
- (b) Mobile Speed mode where the camera equipment shall be installed on a tripod for temporary speed operations.

4.7.3 Mobile in-vehicle stationary mode where the camera equipment shall be installed inside a vehicle on the dashboard and operated through the windscreen for all weather speed operations including during rainfall.

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

Description of Requirements	
1.	The mobile Radar camera must be compatible to fit into any permanent speed camera site.
1.1	The cameras must be Radar units
1.2	The Radar must be 3D Tracking Units
1.3	The camera must allow for Video Analytics
1.4	The camera must have internal ANPR
1.5	The Camera must consist of Accelerometer and Gyro functionality
1.6	The camera 5 to 20-megapixel high speed camera
1.7	High resolution digital lens
1.8	2.7 GHz Quad Core CPU with minimum of 64GB Solid State storage for offence images
1.9	The Processing must take place via at least a 2.7 GHz Quad Core CPU with radar co- processor, Linux operating system and related Dedicated Digital Signal Processor
1.10	The user interface must consist of 5.6" LCD touch screen, Fingerprint reader and multi-function on/off button with illumination feedback
1.11	At least five built-in wireless Interfaces must be available such as Wi-Fi, Bluetooth, GPS, Wireless Flash Trigger, LTE, 3G
1.12	<p>The mobile speed camera radar sensor shall as a minimum comply with the following requirements:</p> <p>The system shall be able to detect when the radar is affected by interference or jamming signals.</p> <p>The system shall be compliant with Class C Radar according to the TCSP Guidelines</p> <p>The system shall support at least 2 classes of vehicles and provide automatic lane classification.</p>

1.13	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.
1.14	The camera equipment and law enforcement systems shall provide a database of stored images as court evidence
1.15	The camera lens shall be fitted with an Infrared filter to prevent natural infrared from the sun affecting the color of images.
1.16	The speed camera shall allow for the uploading of offences via a wireless connection.
1.17	The system should be fully protected against the environment and vandalism
1.18	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.
1.19	The evidence was produced by the law enforcement equipment system shall be tampered detectable using a digital fingerprint embedded into a JPEG format image.
1.20	The camera equipment shall have the ability to enforce up to four lanes of traffic with a single image reporting vehicle speeds and locations in all lanes.
1.21	The mobile speed camera shall provide electrical inputs for red and amber light connections.

4.8 ELECTRONIC TICKETING DEVICES

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

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
1.1	The handheld devices must run on associated software that interfaces fully with any contravention system to produce Section 341 notices and Section 56 summonses containing all the information required by applicable legislation for issuing on the road.			
1.2	Must have at capability to issue 3 Charges per Section 341 and Section 56 Summons.			
1.3	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.			
1.4	Communicate with the contravention system wirelessly while operated in the field and upload cases to the contravention system for further processing.			
1.5	Be capable of Wi-Fi as well as LAN communication to ensure fast configuration and uploads when docked in the back office.			
1.6	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.			
1.7	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.			
1.8	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.			
1.9	Be able to take a photo of the offender or offending vehicle and append such photo as part of the case evidence.			
1.10	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.			
1.11	<p>Contain a complete set of the following static data components for selection by the officer during capture of the offence:</p> <p>Notice numbers (obtained in blocks from the contravention system)</p> <p>Court name (from the contravention system)</p> <p>Court date (from the contravention system)</p> <p>Payment due dates</p> <p>Charge description with fine amounts</p>			
1.12	Meet IP64 standards for moisture and dust intrusion.			
1.13	Be designed to withstand 1.5-meter drops to concrete.			
1.14	Have a high resolution, sunlight readable display.			
1.15	Have a minimum six-hour battery life.			
1.16	<p>The portable printers shall:</p> <p>Be small and lightweight for carrying on a belt clip or shoulder strap.</p> <p>Meet IP 54 standards for moisture and dust intrusion.</p> <p>Be designed to withstand 1.5-meter drops to concrete.</p> <p>Have long lasting battery life for minimum 6-hour operation under normal printing conditions.</p> <p>Be able to print the required notices or summonses on a paper roll of at least 70 millimeters in width.</p> <p>Be able to communicate with the handheld device through wireless LAN or Bluetooth.</p>			

1.17	Be small and lightweight for carrying on a belt clip or shoulder strap.			
1.18	Meet IP 54 standards for moisture and dust intrusion.			
1.19	Be designed to withstand 1.5-meter drops to concrete.			
1.20	Have long lasting battery life for minimum 6-hour operation under normal printing conditions.			
1.21	Be able to print the required notices or summonses on a paper roll of at least 70 millimetres in width.			
1.22	Be able to print the required notices or summonses on a paper roll of at least 70 millimetres in width.			
1.23	Be able to communicate with the handheld device through wireless LAN or Bluetooth.			

4.9 SOFTWARE FUNCTIONALITY

NOTE: FAILURE TO COMPLY WITH ALL OF THE BELOW WILL NOT BE EVALUATED ANY FURTHER.

SOFTWARE FUNCTIONALITY	STATUS	
	YES	NO
Mascot Compliant (Animation Compliant)		
National Administration Traffic Information System (NaTis) Export Module		
Administrative Adjudication Of Road Traffic Offences (AARTO) Compliant		
Handheld Module		
Roadblock Scanning Module – Licenses and Vehicle Discs		
Accident Recording Module		
Transport Disc Module		
Vehicle Impoundment Module		
Image Validation and Verification Functionality		
Cam Image Upload Functionality – all camera types currently on market		
Automatic Camera Mailer Functionality		
Automatic National Bureau Of Standard (NBS) Functionality		
Officer Book Monitoring Functionality		

Summons Generation by ID Number, Server, or General Functionality		
Summons Serving Functionality		
Section 341, 56 Handwritten, 341 Automatic Mailers, Section 56		
Offender Tracking Functionality		
Automated Offender Re-direction Functionality		
Housekeeping Functionality		
Management Reporting Functionality		
Daily Reporting Functionality		
General Audit and User Audit Reporting Functionality		
Automatic Number Plate Recognition (ANPR) Functionality		
Court Roll Functionality		
Warrant Of Arrest (WOA) Functionality		
Habitual Offender Functionality		
Housekeeping Functionality for all Notice Types		
Representation, Case Results and Warrant Execution Capture Functionalities		
Bylaw Functionality		
Traffic Payment & Fresh Payment Functionalities		
Non-Traffic Payment Functionality		
Suspended Vehicle Functionality		
First information of Crime (Docket cases) Functionality		
Document Scanning Functionality – warrants, representations,		
Marked Registration Number Functionality		
Export of Data at different stages for Call Centre Purposes		
Offsite Summons Generation Functionality		
Integration with handheld devices to import notices into Traffic Contravention Management System (TCMS)		
Average Speed Over Distance Offence Processing & Ticket Issuing		

5.0 SPECIFIC SOLUTION REQUIREMENTS AND CRITERIA (A)

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

The Service Provider must give a detailed description of their approach in addressing the following specific areas:

- 5.1 The steps that will be followed to improve the payment finalization rate of offences.
- 5.2 The approach to finalization of the backlog of outstanding offences considering the DPP guidelines.
- 5.3 Describe how the public will be assisted to excess offence detail.
- 5.4 What offence payment options are made available?
- 5.5 An explanation of the approach to summons serving and actions to overcome untraceable offenders.
- 5.6 What steps are taken to combat the inaccuracy in registered owner details received from e-Natis.
- 5.7 Explain the assistance and processes that will be offered in the administration and Warrant of Arrest execution process.
- 5.8 The Service Provider is requested to provide a proposed strategy and rollout plan which incorporates the local operational offices and magistrate courts.
- 5.9 Explain what steps will be followed to install new permanent cameras on Council and or National roads.
- 5.10 Software Application:
 - 5.10.1 The service provider must provide a functional description of the software solution which will be used.
 - 5.10.2 A description of the system architecture and operating platform.
 - 5.10.3 A description of the process to be followed for downloading offence images from both mobile as well as permanent cameras.

6.0 SPECIFIC SOLUTION REQUIREMENTS AND CRITERIA (B)

The Service Provider shall specifically measure proposed solutions against the following solution criteria.

The Service Provider must provide a detailed description of its proposed camera rollout strategy and supporting services that will be provided.

7.0 DISTRIBUTION OF RESPONSIBILITIES

The Service Provider will perform its duties under the supervision of the Traffic Chief of the Municipality. The processes and procedures that will be followed will be integrated with the law enforcement processes of the Municipality. Prescriptions and guidelines from the Department of Justice must be always adhered to. To achieve a complete administration process, the Service Provider is requested to provide a detailed description of the distribution of functions and obligations performed by the department and by the Service Provider.

8.0 RISK AND PUBLIC LIABILITY

It will be an obligation of the Service Provider to ensure data integrity and the accurate performance of the law enforcement processes. The Service Provider is requested to explain what steps are taken to prevent inaccuracies and how the department will be protected against public liability claim.

9.0 AARTO

The Service Provider is requested to provide what provision has been made to accommodate the implementation of AARTO.

Phase in and phase out implementation approach:

- (a) The Service Provider will explain how existing cameras will be replaced by fixed digital radar cameras.
- (b) The Service Provider will explain how it will phase in their own offence image processing system without the loss of offences as well as how the public and the courts will continue to gain access to legacy offence and image details captured prior to the award of the contract.

10.0 PRESENTATIONS

Respondents **may be required** after the closing date to make detailed presentations on their offers before an adjudication panel.

11.0 TENDER BRIEFING

There is no Tender Briefing scheduled for this project.

12.0 CONTRACT PERIOD

The contract period shall be three (3) years effective from the date of appointment.

13.0 SERVICE LEVEL AGREEMENT

The successful Service Provider shall be required to enter into a Service Level Agreement with the Msunduzi Municipality before the commencement of any works or services.

14.0 PLACE OF DELIVERY

Traffic Police Headquarters, 21 Washington Road, Scottsville Extension, Pietermaritzburg.

15.0 ESCALATION

The percentage remuneration shall remain firm for the first year and thereafter be subject to escalation based on the Consumer Price Index (CPIX) for the succeeding years.

16.0 PENALTIES

The Service Provider is to comply with the specifications or requirements needed and failure to do so will render penalties of 5% or R500 per calendar day to be imposed against the Service Provider. It will be an obligation of the Service Provider to ensure data integrity and accurate performance of the law enforcement processes.

17.0 INSURANCES REQUIRED

A percentage of 5% or R500 per calendar day will be deducted in terms of failure to comply with terms and conditions of the contract or specifications. Public Liability Cover with the value of R2 000 000 for any single claim will ensure that the Msunduzi Municipality is protected against inaccuracies, and against public liability claims.

18.0 GUARANTEE/WARRANTY/DEFECTS LIABILITY PERIOD

All equipment used in the execution of this contract must be guaranteed for the period of twelve (12) months commencing from the date of commencement.

19.0 MAINTENANCE PERIOD

The onus shall rest on the Service Provider to regularly maintain and/or test the equipment for the duration of the contract period.

20.0 MATERIALS

All materials used must comply with the necessary SANS, SABS, or any other applicable standards.

21.0 INSPECTION OF SERVICE PROVIDER'S PREMESIS

The Municipality reserves the right to inspect the Service Provider's offices at any given time during the contract period.

22.0 COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.

All works to be undertaken under this contract shall be compliant in accordance and/or governed by the following Legislation and Regulations:

- (1) The Occupational Health and Safety (OHS) Act (Act No. 85 of 1993)
- (2) The Compensation for Occupational Injuries and Diseases (COID) Act (Act No. 130 of 1993)
- (3) The Labour Relations Act (Act No. 66 of 1995)
- (4) The Basic Conditions of Employment (BCE) Act (Act No. 3 of 1983)
- (5) The Income Tax Act (Act No. 58 of 1962)
- (6) The Value Added Tax (VAT) Act (Act No. 89 of 1991)
- (7) The Municipal Finance Management Act (MFMA) (Act No. 56 of 2003)
- (8) The Municipal Systems Act (Act No. 32 of 2000)
- (9) The Municipal Supply Chain Management Regulations, 2005
- (10) The Preferential Procurement Policy Framework Act (PPPFA), 2005
- (11) The Preferential Procurement Regulations, 2022
- (12) The National Road Traffic Act (NRTA) and By-laws
- (13) Adjudication Administration of Road Traffic Offences (AARTO)
- (14) Any other Legislation or Regulation pertaining to this contract

23.0 EVALUATION CRITERIA

- 23.1 Tenderers shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Point System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, including Chapter 4 of the Public Procurement Act, Act No. 28 of 2024.

- 23.2 The tenderer's competency applicable to the nature of works mentioned herein shall be scored against a **thirty (30) points** system, where the tenderer with the highest competency pertaining to the nature of works mentioned herein shall score a maximum of **thirty (30) points**.
- 23.3 Only tenderers who score a minimum threshold of **sixty percent (60%)** or **eighteen (18) points** out of a total of **thirty (30) points** for Functionality in Stage One, will be further considered for Stage Two: 80/20 Preference Point System.

23.4 **Stage One: Functionality**

Tenderers shall be scored against the following evaluation criteria:

No.	EVALUATION CRITERIA	POINTS	VERIFICATION METHOD
1.	Experience of Key-Personnel to be Employed on the Project.	Max. 10	CV to reflect experience to Traffic Management System.
	More than 3 years.	10	
	2 – 3 years.	5	
	1 year and less than 2 years.	2	
2.	Company Experience in Traffic Management System.	Max. 20	Reference Letters.
	3 to 4 x Reference Letters.	20	
	1 to 2 x Reference Letters.	10	
TOTAL FUNCTIONALITY POINTS		30	
MINIMUM THRESHOLD (60%)		18	

Note: To score the above points, tenderers must submit the relevant information/documentation together with their tender document for adjudication purposes.

Only tenderers who score a minimum threshold of **sixty percent (60%)** or **eighteen (18) points** and above, of the total Functionality Points of **thirty (30) points** in Stage One, will be considered for further evaluation in Stage Two below. Any tenderer that does not meet the eligibility threshold will be automatically disqualified and not considered further.

23.5 **Stage Two: 80/20 Preference Point System**

Tenderers meeting the minimum threshold requirements in Stage One above will be evaluated in Stage Two in terms of the 80/20 Preference Point System, as follows:

Price	:	80 Points
Preference Points (Specific Goals)	:	20 Points
<u>Total Points</u>	:	<u>100 Points</u>

23.6 The allocation of Preference Points in Stage Two will be according to the following Specific Goals:

No	Specific Goal	Description	Points	Verification Document/s
1.	Black Owned Enterprise (BOE)	Refers to a Black-Owned Enterprise with at least 51% South African Black ownership and/or more than 51% management control by South African Black people.	10	Companies and Intellectual Property Commission (CIPC) Certificate OR Central Supplier Database (CSD) Report
2.	Business Enterprise Owned by Women	Refers to a Woman-Owned Business that is a continuing, independent, for profit business which performs a commercially useful function, and is at least 51% owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more women and whose management and daily business operations are under the control of one or more women.	5	Companies and Intellectual Property Commission (CIPC) Certificate OR Central Supplier Database (CSD) Report
3.	Location of Business Enterprise	Refers to a Business Location defined as a place or structure occupied by a firm or enterprise to run its operations. This includes any structure or establishment used in conducting a business within the Msunduzi Municipality's jurisdiction.	5	Utility Bill OR Lease Agreement Document
Total Preference Points (Specific Goals)			20	

24.0 **PRICING**

The successful tenderer should be able to provide a detailed breakdown of rates as per the Pricing Schedule on request.

The total tendered price must include 15% VAT. If the tenderer is not a registered VAT vendor, it must be indicated as such on the Pricing Schedule.

Any mentioned quantities are based on historical data. They only serve as an indication of possible future requirements.

25.0 **SOFTWARE INSTALLATION AND TRAINING**

It is a requirement that training of key staff in the use of the system is provided. Technical training or the System Administrator must also be provided. The cost for initial setup and implementation of the system shall be borne by the tenderer.

26.0 OPERATIONAL REQUIREMENTS

A dedicated system Consultant / Technician must be allocated to Municipality for the duration of the contract. The Consultant / Technician will be responsible for staff training, installs, de-installs and repairs. The Consultant / Technician must be available based on site for convenience.

27.0 FORWARD COVER

Tenderers must arrange forward foreign exchange cover, if required. The tenderer must stipulate the exchange rate/s and the date/s thereof at which the goods or materials are offered.

28.0 COSTS INCURRED IN PREPARATION OF OFFERS/RESPONSES

The Municipality will not be responsible for any costs incurred by respondents in preparing their offers.

29.0 SUBMISSION OF TENDERS

A completed tender document with all necessary attachments, together with a scanned copy either on a Compact Disc (CD) or USB-Flash Drive securely attached to **ANNEXURE “G”** of the tender document, must be submitted in a sealed envelope on the closing date of tender.

30.0 COUNCIL’S LIABILITY AND INDEMNITY

30.1 The Service Providers hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.

30.2 The Council shall not be held liable to the Service Providers for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of:

30.2.1 any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the Service Providers prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Providers in terms of the contract, and

30.2.2 a change in a legislative provision applicable to the contract.

31.0 ASSIGNMENT AND SUBLETTING

Neither the Service Providers nor the Council shall assign or cede the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Service Providers shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Service Providers from any liability or obligation under the contract.

32.0 SECRECY OF INFORMATION

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any Company of Firm wanting to participate in this contract.

33.0 SEQUESTRATION OR SURRENDER OF SERVICE PROVIDER'S ESTATE

In the event of an order being made for sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Providers making application for the surrender of the Service Provider's estate, or if the Service Providers shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Service Provider's creditors, or purport to do so, or if the Service Providers, being a Company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Service Providers, and without prejudice to the right of the Council to sue the Service Providers for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

34.0 LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Service Providers in regard to the contract shall be settled in the Republic of South Africa.

35.0 PATENT RIGHTS

The Service Providers shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

36.0 CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

PRICING SCHEDULE

Refer to notes under Clause 24.0 of the specification

Item No.	Description	Unit of Measure	Unit Price (Excl. VAT)
1	Emergency Roadblock Responds Trailer	1	R
2	Mobile Radar Camera	1	R
3	Permanent Radar Camera	1	R
4	Mobile Laser Camera	1	R
5	Handheld Ticketing Unit and Printer	1	R
6	ANPR System – Vehicle Fitted	1	R
7	ANPR System – Bus or Van Fitted	1	R
	Software Licence:		
8	Traffic Contravention License Fee Per Annum	1	R
9	Revenue Enhancement – Fee Per SMS Message	1	R
10	Revenue Enhancement – Fee Per Record For Data-Washing	1	R
11	Revenue Enhancement - View Fines Hosting Portal - Fee Per Record	1	R
12	Call Centre – Fee Per Call	1	R
Total Unit Price (Excluding VAT)			R
Add VAT @ 15%			R
Total Unit Price (Including VAT)			R

SIGNED ON BEHALF OF THE TENDERER:

Name of Tenderer.....

Name of Signatory.....

Capacity of Signatory.....

Signature.....Date.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	SCM 57 OF 24/25	CLOSING DATE:	23 JUNE 2025	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM					

TENDER DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX AT:

THE MSUNDUZI MUNICIPALITY'S CENTRAL STORES				
2 ABATTOIR ROAD (OFF KERSHAW STREET)				
PIETERMARITZBURG				
3201				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:			
CSD REGISTRATION No:	MAAA			

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	
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	SUPPLY CHAIN MANAGEMENT	DEPARTMENT	TRAFFIC AND SECURITY
CONTACT PERSON	VINAY MOHANLAL	CONTACT PERSON	FEKISIE NKHETHI
TELEPHONE NUMBER	033 – 392 2852	TELEPHONE NUMBER	
CELLULAR NUMBER		CELLULAR NUMBER	074 349 4677
E-MAIL ADDRESS: vinay.mohanlal@msunduzi.gov.za		E-MAIL ADDRESS: fekisie.nkhethi@msunduzi.gov.za	

PART B

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED).</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>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.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

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:

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

I/We*, the undersigned, am/are* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified
copy is attached, or

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:

(1) Full Name:

Signature:Date.....

(2) Full Name:

Signature:Date.....

* ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

DATA SHEET 3: STATEMENT OF PREVIOUS EXPERIENCE

The nomination of works, preferably of a similar nature to the works in this contract and which the Service Provider has successfully completed, is invited for adjudication purposes.

Service Providers are hereby required to complete the schedule below in its entirety.

Alternatively, Service Providers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

Name of Company	Contact Person	Contact No.	Nature of Works	Value of Works and Duration

SIGNATURE..... DATE.....

CONTRACT No. SCM 57 OF 24/25

DATA SHEET 4: SCHEDULE OF RESOURCES

[illegible]

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

DATA SHEET 5: DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of *(Full Name of Tenderer)*:

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees:

DESCRIPTION

ACCOUNT No.

Electricity	<hr/>
Water	<hr/>
Rates	<hr/>

NB: Attach a copy of the current Utility Bill.

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

NB: If the Service Provider is leasing the premises, a copy of the Lease Agreement must be submitted for adjudication purposes.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly authorised to sign on behalf of.....

.....

Physical Address.....

.....

.....

Signature Date

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

DATA SHEET 6: DECLARATION OF INTEREST

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

3.1 Full Name of bidder or his or her representative:

.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee shareholder²):

.....

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.

.....

¹MSCM 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.
 "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

.....

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

.....

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

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

**DATA SHEET 7: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

DATA SHEET 8: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibited 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:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (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

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

**DATA SHEET 9: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

* Delete if not applicable

1. Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other Service Provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other Service Provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

.....
.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

- 3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

- 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

TENDER FORM

The Municipal Manager
City Hall
PIETERMARITZBURG
3201

Dear Madam,

Having examined the Conditions of Tender, Specifications, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Conditions of Tender, Specifications, Tender and Legislation, save as amended by any modifications as set out in Annexure "A" herein, for the unit prices as indicated on the Pricing Schedule herein, the total unit price (including VAT) being as follows:

R_____ In Words_____

I/We are registered VAT vendors. I/We agree to undertake the works within the time frames as stated in this contract document.

I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits (if applicable) are complete and correct.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation section of this document.

I/We are registered VAT vendors and my/our VAT vendor registration number is:

I/We are formally associated by written agreement with the following firms, corporations or companies:

(Enter Nil if no affiliations)

I/We are fully paid-up members in good standing of the following organisation(s):

(Enter Nil if no affiliations)

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

My/Our Tender Deposit receipt number as issued by the Council is _____
(Include a copy of the Tender Deposit Receipt if purchased at the Msunduzi Municipality)

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the highest or any tender and acknowledge that the Head: Supply Chain Management may, in her absolute discretion if good and sufficient grounds are brought to her attention in writing within five (5) working days from the date of closing of tenders, decline to consider my/our offer.

I/We the undersigned, warrants that I am/we are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

Identity Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

SIGNATURE..... DATE.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

ALTERATIONS BY SERVICE PROVIDER

Should the Tenderer desire to make any departures from or modifications to the Standard Conditions of Contract or Specification, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or, alternatively, state them in a covering letter attached to his/her tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

If no departures or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

SIGNATURE..... DATE.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)

SECTION 37(1)

Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –

- (a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

SECTION 37(2)

The provisions of subsection (1) shall “mutatis mutandi” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

ACCEPTANCE BY MANDATORY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993,
I, _____

(Name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of

(Name of PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements and provisions of the Health and Safety Specifications issued by the client at the following site:

(Name of Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file; and
- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: _____ Date: _____
(on behalf of PRINCIPAL CONTRACTOR)

Signature: _____ Date: _____
(CLIENT- Msunduzi Municipality)

Print Name: _____
(Name of CLIENT Representative)

THE MSUNDUZI MUNICIPALITY**CONTRACT No. SCM 57 OF 24/25****SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022**

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

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

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 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) Specific Goals.

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

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

1.5 The organ of state reserves the right to require of a Service Provider, 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 organ of state.

2. DEFINITIONS

- (a) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (b) **“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;
- (c) **“Functionality”** means the ability of a Service Provider to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (e) **“lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;
- (f) **“price”** means amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;
- (g) **“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;
- (h) **“Rand Value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation;
- (i) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (j) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (k) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where: -

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

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

3.2.1 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$

Where: -

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

4.2 For the purpose of this tender points will be allocated in accordance with the specific goals as outlined in the Tender Document specification contained herein and must be supported by proof /documentation as stated therein.

4.3 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

5. SUB-CONTRACTING

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

(*Tick applicable box*)

YES		NO	
-----	--	----	--

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%?

ii) The name of the sub-contractor.....

iii) Whether the sub-contractor is an EME or QSE

(*Tick applicable*

YES		NO	
-----	--	----	--

box)

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

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		
Co-operative owned by black people		
Black people who are military veterans		
OR		
Msunduzi EME		
Msunduzi Manufacturing Enterprise		
Location of a Business Enterprise		

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number.....

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

6.6 COMPANY CLASSIFICATION

[TICK APPLICABLE BOX]

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service Provider
- ☐ Other Service Providers, e.g. transporter, etc.

6.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number:

Stand Number:

6.8 Total number of years the company/firm has been in business.....

6.9 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 specific goals as advised in the tender, 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 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the 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.

SIGNATURE(S) OF BIDDER(S).....

DATE:

ADDRESS:

WITNESSES: 1.....

2.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

TAX CLEARANCE CERTIFICATE

Tenderers are required to attach hereto a Valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001 for adjudication purposes.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE

CIPC REGISTRATION CERTIFICATE

Tenderers are required to attach hereto proof of registration with the Companies and Intellectual Property Commission (CIPC) for adjudication purposes.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

Tenderers are required to attach hereto proof of registration with the Central Supplier Database (CSD).

A Full Report is required for adjudication purposes.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 57 OF 24/25

**SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, MAINTENANCE AND MANAGEMENT
OF TRAFFIC CONTRAVENTION SYSTEM SOFTWARE**

COMPACT DISC (CD) OR USB-FLASH DRIVE

Tenderers are required to attach hereto a scanned copy of the completed tender document on either a Compact Disc (CD) or USB-Flash Drive for adjudication purposes.

The Compact Disc (CD) or USB-Flash Drive must be submitted in a sealed envelope and attached hereto.

SIGNED ON BEHALF OF THE SERVICE PROVIDER:

Name of Service Provider

Name of Signatory:

Capacity of Signatory:

Signature Date

All literature and attachments submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Service Provider's failure to comply with this condition.