



**ELIAS MOTSOALEDI LOCAL MUNICIPALITY**

**EMLM 27/2025**

**PROVISION OF SPEED RED LIGHT- AND STOP SIGN CAMERAS WITH HANDHELD SCANNING DEVICES TO ISSUE FINES AND A FULLY FUNCTIONAL BACK OFFICE TO MANAGE ALL TRAFFIC RELATED INFRINGEMENTS AND OFFENCES AT NO CAPITAL COST TO COUNCIL FOR 36 MONTHS**

<b>CLOSING DATE:</b>	<b>06 JUNE 2025</b>	<b>TIME</b>	<b>11H00</b>
----------------------	---------------------	-------------	--------------

<b>NAME OF TENDERER</b>			
<b>TOTAL AMOUNT</b>			
<b>CENTRAL SUPPLIER DATABASE NUMBER</b>		MAAA-	
<b>TOTAL SPECIFIC GOAL POINTS</b>			
<b>CONTACT PERSON</b>			
<b>TELEPHONE NUMBER</b>			
<b>FAX NUMBER</b>			
<b>EMAIL ADDRESS</b>			
<b>ENQUIRIES REGARDING BID PROCEDURES</b>		<b>TECHNICAL ENQUIRIES</b>	
<b>DIRECTORATE: BUDGET AND TREASURY</b>		<b>DIRECTORATE: COMMUNITY SERVICES</b>	
<b>V MASILELA</b>		<b>C COETZEE</b>	
<b>MANAGER: SUPPLY CHAIN MANAGEMENT</b>		<b>MANAGER: PUBLIC SAFETY</b>	
<b>TEL. NUMBER</b>	<b>TEL.013 262 3056</b>	<b>TEL. NUMBER</b>	<b>013 262 3056</b>
<b>TENDER ISSUED BY</b>			
<b>SUPPLY CHAIN MANAGEMENT UNIT</b>			
<b>ELIAS MOTSOALEDI LOCAL MUNICIPALITY</b>		<b>P.O. BOX 48, GROBLERSDAL, 0470</b>	

<b>TENDER DETAILS</b>			
TENDER NUMBER	<b>EMLM 27/2025</b>		
TENDER TITLE	<b>PROVISION OF SPEED RED LIGHT- AND STOP SIGN CAMERAS WITH HANDHELD SCANNING DEVICES TO ISSUE FINES AND A FULLY FUNCTIONAL BACK OFFICE TO MANAGE ALL TRAFFIC RELATED INFRINGEMENTS AND OFFENCES AT NO CAPITAL COST TO COUNCIL FOR 36 MONTHS</b>		
CLOSING DATE	<b>06 JUNE 2025</b>	CLOSING TIME	<b>11H00</b>
CIDB GRADING REQUIRED	<b>N/A</b>	LEVEL AND CATEGORY	<b>N/A</b>
TENDER DOCUMENT FEE	<b>R 1000.00 (if collecting from the Municipality) Free when downloading from e-tender portal</b>	PREFERENCE POINT SYSTEM	<b>80/20</b>
BID BOX SITUATED AT	<b>MAIN OFFICES, 2<sup>ND</sup> GROBLER AVENUE, Elias Motsoaledi Local Municipality</b>		
OPERATING HOURS	The bid box is open during office hours, Monday to Thursday from 07:30 to 16:30 Fridays from 07:30 to 13:30.		
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.	
<p><b>PLEASE NOTE:</b></p> <ol style="list-style-type: none"> <li>1. Prospective suppliers must be registered on CSD prior to submitting bid (open tender).</li> <li>2. Tenders that are deposited in the incorrect box will not be considered.</li> <li>3. Mailed, telegraphic, telex, or faxed tenders will not be accepted.</li> <li>4. No late bids after closing date and time will be accepted.</li> <li>5. Bids not clearly marked and unamend will not be accepted.</li> <li>6. Bids may only be submitted on the bid documentation provided by the municipality.</li> <li>7. No awards will be made to a person: <ol style="list-style-type: none"> <li>i. Who is in the service of the state,</li> <li>ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state,</li> <li>iii. Who is an advisor or consultant contracted with the municipality or municipal entity,</li> </ol> </li> </ol>			

***NB: ANY OBJECTIONS OR COMPLAINTS IN RESPECT WITH THIS TENDER SHOULD BE LODGED WITHIN 14 DAYS OF THE ADVERTISEMENT***

**ELIAS MOTSOLEDI LOCAL MUNICIPALITY**

I, the undersigned, certify that the information furnished on this declaration form is correct, completed and submitted.	
NAME OF REPRESENTATIVE	
POSITION / DESIGNATION	
SIGNATURE	
DATE	

**TENDER NOTICE & INVITATION**  
**ELIAS MOTSOLEDI LOCAL MUNICIPALITY**  
**TENDER NO: EMLM 27/2025**  
**CLOSING DATE: 06 JUNE 2025**



In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for **PROVISION OF SPEED RED LIGHT- AND STOP SIGN CAMERAS WITH HANDHELD SCANNING DEVICES TO ISSUE FINES AND A FULLY FUNCTIONAL BACK OFFICE TO MANAGE ALL TRAFFIC RELATED INFRINGEMENTS AND OFFENCES AT NO CAPITAL COST TO COUNCIL FOR 36 MONTHS**

Tender documents and specifications are available and can be obtained from CASHIERS OFFICE IN THE MAIN OFFICES, 2<sup>ND</sup> Grobler Avenue Groblersdal, P.O. Box 48, Groblersdal, 0470 (Tel: [013] 262 3056, at a non-refundable deposit of R1000.00 when the bidder request/need a document from the municipality, and it is free of charge when downloaded from the e-Tender Portal. Payments can be made through cash or electronically.

The closing time for receipt of tenders is **11H00 on 06 JUNE 2025** Telegraphic, telephonic, telex, facsimile, e-mail; unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Hereafter all bids will be open in public.

Any technical enquiries relating to the tender document may be directed to the **Community Services** on **013 262 3056** ext. **1171 Manager Public Safety: Mr. Collin Coetzee** at **ccoetzee@emlm.gov.za** for any technical assistance. Fully completed tender documents, clearly marked **“PROVISION OF SPEED RED LIGHT- AND STOP SIGN CAMERAS WITH HANDHELD SCANNING DEVICES TO ISSUE FINES AND A FULLY FUNCTIONAL BACK OFFICE TO MANAGE ALL TRAFFIC RELATED INFRINGEMENTS AND OFFENCES AT NO CAPITAL COST TO COUNCIL FOR 36 MONTHS”** with **“NAME of TENDERER”** must be placed in a sealed envelope and placed in the **tender box no: 1** on the **2<sup>nd</sup> Grobler Avenue**, Elias Motsoaledi Local Municipality, Main Offices, Groblersdal, **by no later than 11H00 on 06 JUNE 2025** The envelope must be endorsed with number, title and closing date as indicated above.

Bidders will be evaluated on functionality whereby **70 points (70%)** has to be attained before financial proposals can be looked at. A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Elias Motsoaledi Local Municipality where 80 points will be allocated in respect of price and 20 points in respect of Specific goals.

No awards will be made to a person:

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



## TERMS OF REFERENCE FOR

### PROVISION OF SPEED RED LIGHT- AND STOP SIGN CAMERAS WITH HANDHELD SCANNING DEVICES TO ISSUE FINES AND A FULLY FUNCTIONAL BACK OFFICE TO MANAGE ALL TRAFFIC RELATED INFRINGEMENTS AND OFFENCES AT NO CAPITAL COST TO COUNCIL FOR 36 MONTHS

#### 1. INTRODUCTION

The Elias Motsoaledi Local Municipality is inviting prospective service providers to tender for the provision of digital speed-, Red light- and Stop sign, cameras with a fully functional back office to manage the administration of the infringements and offences for the Traffic Division; inclusive of sufficient Handheld Scanning Devices and printers designed to issue fines and detect outstanding traffic fines included in the pricing. The contract period will be for a period of 36 months from the commencement date and regulated by a signed Service Level Agreement.

Prospective bidders must tender an all-inclusive fixed rate calculated per successfully finalized traffic fine (AARTO 01, 03, Section 54, 56 and Section 341 of the Criminal Procedure Act 51 of 1977) with an annual increase as determined per CPIX. Direct all enquiries related to the tender **Mr. M. Mohlala, Senior Manager: Community Services** or **Mr. Collin Coetzee, Manager Public Safety** at 013 262 3056/7/8/9.

#### 2. BACKGROUND

- 2.1. Speed, stop sign and Red-light violations are the most common offences in Elias Motsoaledi Local Municipal area of jurisdiction.
- 2.2. Due to the vast area of jurisdiction and the limited human recourse, it is very effective and practical to utilize digital law enforcement.
- 2.3. The Elias Motsoaledi Local Municipality intends to appoint an experienced service provider for the provision of the mentioned digital traffic law-enforcement equipment, back-office systems and related services.
- 2.4. **The contract will commence after signing the Service Level Agreement (SLA)** and will terminate 36 months thereafter. After awarding the contract, the contractor is to commence preparatory work, to minimize disruption of services at the date of commencement after the signing of the SLA.
- 2.5. The required services will include the supply, installation and maintenance of all digital systems to do law enforcement on violations:
  - 2.5.1. At least four (4) fixed speed cameras with their site housing securely mounted to a power supply where available; and ancillary equipment with sufficient alternative power supply and,
  - 2.5.2. At least seven (7) fixed red light cameras with their site housing securely mounted to a power supply where available; and ancillary equipment with sufficient alternative power supply and,
  - 2.5.3. At least fourteen (14) semi-fixed Speed camera sites for one (1) speed camera to rotate between sites with the ability to operate in all weather conditions of the day and night,
  - 2.5.4. At least fourteen (14) semi-fixed Stop sign sites with one (1) stop sign camera to rotate between sites and work during the day and night in all weather conditions.

- 2.5.5. At least fifty (50) **new** scanning devices with the following abilities:
  - 2.5.5.1. Issue Section 56 notice,
  - 2.5.5.2. Issue Section 341 notice,
  - 2.5.5.3. Issue a Notice to Discontinue in terms of Section 44,
  - 2.5.5.4. Scan driving licenses and vehicle license discs to determine outstanding traffic fines,
  - 2.5.5.5. linked to NaTIS to provide the required information,Inclusive of printers and protective carry pouches.
- 2.5.6. The actual number of camera systems and sites that may be called for during the term of the contract will be at the discretion of the Municipality up to the minimum as stated in these specifications.
- 2.6. The Municipality requires the Service Provider to provide a back office for the administration of all camera-generated and handheld scanning device offences and notices. This will encompass the full life cycle of Section 341, Section 56 and Notice Before Summons digital-generated fines from the initial capturing of the offence, through all the legal processes, which include summons serving and court processes, up to the finalization of the fine.
- 2.7. The back office must include a Sole Provider document with unique features and modules inclusive but not limited to:
  - 2.7.1. Provide access to at least 10 users of Elias Motsoaledi Local Municipal Traffic Division (excluding the service provider users) without any additional license user cost,
  - 2.7.2. Integrate with the Municipal Finance System
  - 2.7.3. Vehicle Transport Disc,
  - 2.7.4. Vehicle Impound System,
  - 2.7.5. Vehicles discontinue system,
  - 2.7.6. Image upload system that can upload any camera system,
  - 2.7.7. ANPR Module,
  - 2.7.8. View Fines Portal.
- 2.8. The Service Provider is required to provide a direct telephone line and email address to deal with all Traffic fine related queries. A dedicated enquiry line and enquiry email address and personnel are compulsory.
- 2.9. The Traffic Division of Elias Motsoaledi Local Municipality can only provide office space for four (4) frontline personnel to deal with enquiries and on-site processes, whereby the appointed Service provider is required to provide an off-site back office to process the traffic fines and store documents.
- 2.10. The Municipality requires interfacing of the contractor system with the Municipality's cash receipting system and with the systems of its third-party payment agents to allow the validation of fines and the taking of fine payments via these systems.
- 2.11. The Municipality requires at least one (1) on-site technician with one (1) support vehicle with the capacity to transport the fixed and semi fixed site cameras to the selected sites.
- 2.12. During the period from 01 July 2022 to 28 February 2025, the Public Safety division of Elias Motsoaledi Local Municipality logged 329 416 violations alternating between two (2) to three (3) fixed cameras of which 245 841 were processed. The payment rate is 12.18% of the fines captured.

- 2.13. The contractor will have to prove to the satisfaction of the Municipality that its systems and infrastructure have the capability to process at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes.
- 2.14. The contractor is required to process all new cases taken from the commencement date of the contract.
- 2.15. When the Administrative Adjudication of Road Traffic Offences (AARTO) Act comes into effect for Elias Motsoaledi Local Municipality, before or during the period of the tender, the contractor is required to process all offences and infringements issued under the AARTO Act in accordance with the AARTO legislation and the AARTO Standard Operating Procedures (SOP's). The contractor will have to process AARTO infringements directly on the National Contravention Register (NCR) and or ENaTIS as prescribed, whilst, at the same time, concluding all non-AARTO cases on the contractor's own system. A separate section of this tender deals specifically with deliverables should the AARTO Act comes into effect in the Municipality.
- 2.16. For non-AARTO related obligations the Municipality will pay the contractor an all-inclusive monthly service fee as full compensation for all equipment, systems and services delivered in terms of the contract. The monthly service fee is as per SLA on a set fee for every successfully finalized fine paid and recorded on the contractor system during the month regardless of how many charges are included in the fine.
- 2.17. For AARTO related obligations the Municipality will pay the contractor an all-inclusive fee based on the number of AARTO infringements successfully paid. In addition, the contractor must conclude a service level agreement with the South African Post Office (SAPO) and pay them for any printing and posting of AARTO related documents on behalf of the Municipality. These costs are included in the contractors' fixed service rate.

### **3. SERVICE LEVEL AGREEMENT**

The Service Provider will be required to enter into a Service Level Agreement with the Elias Motsoaledi Local Municipality, which will set out the terms and conditions for the services rendered. Negotiations regarding the terms and conditions commence once the preferred bidder is appointed.

### **4. NEGOTIATIONS**

- 4.1. The municipality strictly reserves the right to select another Service Provider if negotiations with the preferred bidder prove unsuccessful and/or unduly delayed.
- 4.2. A process of final negotiations will commence upon final selection and notification of the Service Provider. Terms and conditions of the Service Level Agreement (SLA) will be determined during negotiations to compile a comprehensive contract that will govern the relationship between the municipality and the Service Provider.

### **5. PERFORMANCE MANAGEMENT**

- 5.1. The Elias Motsoaledi Local Municipality has a Performance Management System where they evaluate Service Providers monthly. The points allocated monthly for the performance range from one (1 - poor) to five (5 – excellent). If service delivery is average satisfactory (3 points), the service provider is informed, and a certain period is given to rectify the shortcoming(s). If the situation is not rectified, further steps determine continuation of the contract.
- 5.2. Service providers will be evaluated monthly on the following Key Performance Indicators (KPIs):

- 5.2.1. Monthly reports submitted within 1 day after the last working day of each month.
- 5.2.2. Rollout of cameras in accordance with agreed time schedule.
- 5.2.3. On-site technician(s) available.
- 5.2.4. Installation of equipment (Plinths, Camera housing, Road Signs, batteries, etc.)
- 5.2.5. Back-up services and support systems available (Specialist witness for court).
- 5.2.6. Monthly inspections of equipment.
- 5.2.7. Maintenance, servicing and calibration of equipment.
- 5.2.8. Set up of back office, equipment, personnel to manage the public, filing and reconciliations, monthly reports and invoices, etc.
- 5.2.9. Managing of Court procedures. (Availability of personnel and court documents on court dates and the daily maintenance of payment registers).
- 5.2.10. Back-office integration with MUNSOF in compliance with mSCOA requirements.
- 5.2.11. Systems and procedures for the tracing, serving and retrieving outstanding fines.
- 5.2.12. Systems and procedures to manage foreign drivers and vehicles.
- 5.2.13. Systems and procedures to manage over and under payments.
- 5.2.14. Systems and procedures to manage reconciliation of payments monthly.
- 5.2.15. Back-office response times to any query and or requests.

## 6. SCHEDULE OF OBLIGATIONS

	<b>GENERAL OBLIGATIONS</b> The contractor shall:	Yes	No	If "No" please provided alternative
6.1.	Nominate a suitable person based in Groblersdal to act as "Contract Manager" with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between the municipality and the contractor.			
6.2.	Perform all its duties under the supervision of the Elias Motsoaledi Local Municipality and in strict compliance with any instruction received from an authorized representative of the municipality.			
6.3.	Replace the "Contract Manager" upon receipt of a written request from the municipality if the municipality is dissatisfied with the performance of the "Contract Manager".			
6.4.	Acknowledge that the municipality retains ownership of the contents of the contractor's system database, including all the images and offence details in respect of each offender and make available to the municipality on request any data or images that may be required for any purpose whatsoever and in the format as requested by the municipality.			
6.5.	Acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfil their obligations in terms of the contract, then the parties agree to re-negotiate the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of the Municipality, the only reasonable option is to terminate all or part of the contract, the municipality may unilaterally do so after giving the contractor one month written notice to this effect.			
<b>7.</b>	<b>TENDER PRICES, INVOICING AND PAYMENT</b>			
7.1.	Set a fee per paid fine covering all obligations in terms of this contract. A paid fine is a fine that has been settled by the payment of a fine amount and authorized by virtue of being signed off by the Local Magistrate, regardless of how many charges were included in the fine.			
7.2.	Calculate the monthly fee payable by the Municipality to the contractor by multiplying the number of fine payments recorded on the contractor system in the preceding calendar month and authorized by virtue of being signed off by the Local Magistrate, with the set fee per paid fine as per SLA, Value Added Tax included.			
7.3.	Submit the payment report to the Manager: Public Safety on or before the 1 <sup>st</sup> working weekday of each calendar month:			
7.3.1.	A report detailing the fines paid in the preceding calendar month as recorded on the contractor system.			

7.3.2.	A value added tax (VAT) invoice detailing the fees payable by the Municipality to the contractor in respect of paid fines.			
7.4.	Set fee per AARTO infringement uploaded or captured: The bidder shall:			
7.4.1.	Tender a set fee per AARTO infringement successfully captured or uploaded into the NCR covering all the contractor's obligations in terms of AARTO obligations of this contract. The set fee will be payable for every AARTO infringement with a unique number that is successfully paid. If more than one infringement appears on the same infringement document, the set fee will be payable in respect of each of those infringements that are successfully captured. An infringement will be considered successfully captured or uploaded when it is accepted by the NCR for further processing. Infringements rejected by the NCR for any reason will not be considered successfully uploaded and or paid, regardless of whether the reason for the rejection is within the control of the contractor, or not.			
7.4.2.	Submit to the Manager: Public Safety, on or before the 1 <sup>st</sup> working weekday of each calendar month, a value added tax invoice detailing the fees payable by the Municipality to the contractor together with proof acceptable to the municipality substantiating the fees claimed.			
<b>8.</b>	<b>CAMERA SERVICES</b>			
8.1.	The Municipality requires the contractor to supply, install, commission, administer, insure and maintain, as and when directed by the Manager: Public Safety			
8.1.1.	At least four (4) fixed speed cameras and site housing securely mounted to a power supply where available; and ancillary equipment with sufficient alternative power supply and,			
8.1.2.	At least seven (7) fixed red light cameras and site housing securely mounted to a power supply where available; and ancillary equipment with sufficient alternative power supply and,			
8.1.3.	At least one (1) fixed red light camera rotating between the red-light camera sights with the ability to operate in all weather conditions of the day and night,			
8.1.4.	At least fourteen (14) semi-fixed Speed camera sites with the ability to operate in all weather conditions of the day and night,			
8.1.5.	At least one (1) semi-fixed Speed camera rotating between the semi-fixed sites with the ability to operate in all weather conditions of the day and night,			
8.1.6.	At least fourteen (14) semi-fixed Stop sign sites with the ability to work during the day and night in all weather conditions.			

8.1.7.	At least one (1) semi-fixed Stop sign cameras rotating between the semi-fixed sites with the ability to operate in all weather conditions of the day and night,			
8.1.8.	The actual number of camera systems and sites that may be called for during the term of the contract will be at the discretion of the Municipality up to the minimum as stated in these specifications.			
8.1.9.	Sufficient ancillary equipment required for the fixed digital cameras referred to above, including the housings, poles, detection systems, power supply and secondary illumination, at such locations determined by the Municipality and provided the Director of Public Prosecutions has authorized the use of the equipment at the mentioned locations. The deployment of cameras and rotation of cameras between locations will be solely as determined by the Municipality. All cameras must be able to operate anytime of the day or night, irrespective of weather conditions. The batteries of the cameras are to have a minimum working cycle of at least 24 hours and have the capability to operate under extreme weather conditions and for extended periods. Sites must be tamper protected to warn any malicious activity.			
8.1.10.	At least fifty (50) <b>new</b> scanning devices, printers and protective carry pouches that can issue Section 56 and Section 341 notices and capture a Notice to Discontinue in terms of Section 44; and scan driving licenses and vehicle license discs to determine outstanding traffic fines, linked to NaTIS.			
8.1.11.	All Speed cameras be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP) and any requirements of the Directorate of Public Prosecutions in Limpopo.			
8.2.	As a minimum, the fixed and mobile camera systems shall be compliant with the following, where applicable:			
8.2.1.	SANS 1795, including Part 5 "Data capturing and recording devices for road traffic law enforcement equipment".			
8.2.2.	Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP).			
8.2.3.	Approval of the Limpopo Director Public Prosecutions.			
8.2.4.	Approval of the Manager: Public Safety, Elias Motsoaledi Local Municipality.			
8.2.5.	The camera systems shall produce evidence of each offence in full compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information (including any amendments during contract period)			
8.2.6.	Provide a full colour image of the offence showing a wide angled context of the offence as well as details of the offending vehicle.			
8.2.7.	Evidence produced shall be tamper detectable and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free.			
8.2.8.	Fixed camera systems shall provide for multiple lane speed violation enforcement as required.			
8.2.9.	Fixed camera systems shall provide illuminating flashes or infra-red enabling successful night-time operation.			

8.2.10.	All fixed camera systems shall be fully protected against vandalism.			
8.2.11.	Fixed camera systems shall allow for quick and easy rotation between sites by one person and user-friendly set-up procedures.			
8.2.12.	Fixed camera systems shall incorporate a power source allowing continued camera operation for at least 12 hours during power outages.			
8.2.13.	Mobile camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user-friendly set-up procedures.			
8.2.14.	Mobile camera systems shall have sufficient battery capacity to allow operation during an entire 12-hour shift without recharging.			
8.2.15.	All camera systems shall automatically record and store statistics including, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation, and output the statistics to an integrated management information system.			
8.3.	In respect of all fixed and mobile camera systems supplied by the contractor, the contractor shall:			
8.3.1.	Provide all electrical requirements for the installation and operation of fixed cameras and pay for electricity used by any camera when required by the Municipality.			
8.3.2.	Ensure that all fixed camera installations are painted with a colour paint that conform to any installation requirements as specified by the municipality.			
8.3.3.	Prepare and submit any way-leave applications, sitemaps and other supporting documentation necessary and ensure that the required permits and/or licenses and/or regulatory approvals have been obtained before installation of the cameras and ancillary equipment.			
8.3.4.	Conduct field surveys and produce statistics on road usage and offence patterns at specific sites as and when directed by the Municipality to assist them to determine the need for fixed or mobile camera deployment at any site.			
8.3.5.	Inspect the cameras and ancillary equipment at least once per month with the prior approval of the Municipality to ensure that the cameras and ancillary equipment are always in good working order and of neat and well-maintained appearance.			
8.3.6.	Comply with any requirements from the Municipality in respect of fixed camera installations and supply any additional equipment as may be specified by the Municipality from time to time to facilitate inspection and operation of the fixed cameras.			
8.3.7.	Maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras.			

8.3.8.	Repair any damage to or defect in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera shall be made operational on the relevant site within 24 hours of notification from the Municipality. Replacement cameras must comply with all requirements in terms of this contract.			
8.3.9.	Calibrate the cameras at 6 (six) monthly intervals, or as required by the Director of Public Prosecutions and as published in The Prosecution Guidelines, or at such other intervals as may be required by the Municipality from time to time and ensure that the calibration certificates are provided to the Municipality.			
8.3.10.	Provide camera enforcement/speed warning signs and erect them and maintain them on roadways in strict accordance with the specifications, directions, conditions and timeframes set by the Municipality.			
8.3.11.	Provide on-site field support to the Municipality's employees using the mobile cameras wherever they may be deployed, by rendering any technical assistance that may be required and by downloading images and data in the field as necessary, during the hours that the mobile cameras are used.			
8.3.12.	Provide training workshops in the use of the cameras and ancillary equipment to the employees of the Municipality as and when required. The contractor shall bear all costs associated with the provision of any such training workshop and issue certificates to the employees in respect of training received.			
8.3.13.	Take out insurance covering damage or loss for any reason of the contractor's handheld scanning devices, cameras and ancillary equipment and maintain such insurance for the duration of this agreement.			
8.3.14.	Establish a processing centre at the Elias Motsoaledi Local Municipality's Traffic department or another site as is feasible, that will be agreed upon during the negotiating stage.			
8.3.15	Upload all camera images and data and capture any additional particulars as may be required to successfully prosecute the offence.			
8.3.16	Provide facilities and systems for officers of the Municipality to adjudicate every image with its associated data and either accept it as prosecutable or reject it as non-prosecutable.			
8.3.17	Ensure that the contractor system "force" each image to be adjudicated by an officer and be capable of identifying the officer responsible for the adjudication.			
8.3.18	Ensure that the contractor system shall not allow any image to be tampered with, deleted, cancelled or rejected by any person other than the adjudicating officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted or rejected by each adjudication officer with appropriate reasons for rejections.			
8.3.19	Provide the Municipality with the images and data in a suitable electronic medium to be kept as prime evidence for the prosecution of cases in court as required by applicable legislation.			
8.3.20	Make available the images and data to the Municipality, or any other party as directed by the Municipality, for inclusion in their internet viewing and payment facility or for any other reason whatsoever.			

8.3.21	Produce qualified expert evidence in court (either documentary or verbal) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds.			
8.3.22	Upload statistics gathered by the cameras after every session and make the statistics available to the Municipality in an acceptable format as and when required, including the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation and the 85th percentile.			
<b>9.</b>	<b>CONTRACTOR SYSTEM AND SYSTEMS ARCHITECTURE</b> <b>The contractor shall:</b>			
9.1.	Provide and operate a contractor system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977).			
9.2.	Provide sufficient hardware in the Service Centre to meet its obligations in terms of this agreement and to operate the contractor system at optimal efficiency.			
9.3.	At its own cost, establish and maintain data communication links to the Municipality's Wide Area Network to send images captured to the back office and send ANPR/LPR information to the EMLM Traffic Control Room.			
9.4.	Ensure that the hardware supplied by the contractor will have sufficient capacity to allow for all the Municipality's remote users connected to the contractor system to work simultaneously and at optimal efficiency.			
9.5.	Provide sufficient software licenses to the Municipality in respect of the contractor software for the operation of the Municipality's own workstations linked to the contractor system.			
9.6.	Provide an on-going program of training for the Client's users of the contractor system to ensure that all users are adequately trained to perform their respective functions on the system.			
9.7.	Provide the Municipality with user manuals for the contractor system.			
9.8.	Provide proof to the satisfaction of the Municipality that the contractor system has the capacity of processing at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes.			
9.9.	Provide proof to the satisfaction of the Municipality that the contractor system is utilized without any major problems in at least one other site in South Africa that is comparable to the Municipality in terms of offence volumes processed and complexity of operations.			
9.10.	Provide sufficient technical support and expertise in the Elias Motsoaledi Local Municipal area to ensure that the contractor system continues to perform optimally, that any technical hardware, software or networking problems are resolved immediately and that enhancements to the contractor system that may be required by the Municipality are implemented without delay.			

9.11.	Ensure that the contractor system is web based or is developed for a Microsoft front end.			
9.12.	Ensure that the contractor system is compatible with the Municipality's standard Windows XP system and Windows 10.			
9.13.	Acknowledge that if any of the contractor's staff are required to work on Municipal premises, such staff will be treated as Municipality contracting staff that is subject to the Municipality's existing S & T policies and procedures. The contractor must be equipped with workstations that comply with the Municipality's desktop standard and their desktops will be placed and treated as Municipality-managed workstations.			
9.14.	Acknowledge that all the data and images on the contractor system belong to the Municipality and shall not be used by the contractor for any purposes other than those provided for in this tender or specifically sanctioned by the Municipality.			
9.15.	Ensure that all the data and images in the contractor system is hosted on Municipal premises and that no off-site copies of the Municipal data are kept without prior permission from the Municipality and that the Contractor employs sufficient security measures to secure the data.			
9.16.	Make the data and images in the contractor system available to the Municipality in any manner requested by the Municipality for whatever reason. This could be for the purposes of inclusion on the Municipality's own website, or to make it available to external parties.			
9.17.	Ensure that the contractor system does not require any administrator and/or special user access rights to operate on the desktop.			
9.18.	Ensure that the contractor system does not require the client firewall to be disabled.			
9.19.	Ensure that the contractor system interfaces with the Municipality's cash receipting system using web service interface.			
9.20.	Bidders must provide the information requested in the following schedule:			
9.20.1.	Technical Architecture and Platforms			
9.20.2.	Briefly describe your architecture (where applicable) in terms of the points below:			
9.20.2.1.	Desktop only			
9.20.2.2.	Desktop/File Server			
9.20.2.3.	2 tier Client/Server			
9.20.2.4.	3 tier Client/Server			
9.20.2.5.	A combination of the above if applicable			
9.20.3.	Describe the client type			
9.20.3.1.	Thick (e.g. 64bit executable / other)			

9.20.3.2.	System diagram (show servers, workstations and network topology)			
9.20.3.3.	Application Architecture diagram (show application modules and databases)			
9.20.3.4.	The above two diagrams may be combined if appropriate.			
9.20.3.5.	Thin (e.g. WTS / Citrix / other)			
9.20.3.6.	Web			
9.20.3.7.	Any combination of the above, please elaborate in more detail.			
9.20.3.8.	If thick client, is any framework required (e.g. .NET 4.0)?			
<b>9.21</b>	Deployment / technical support			
9.21.1.	Briefly outline the level of involvement required from the Elias Motsoaledi Local Municipality's IT department, differentiating between the implementation and operational phases.			
9.21.2.	Briefly describe the expected roles and responsibilities required from the above.			
9.21.3.	Licensing and Support agreements			
9.21.4.	Describe the software licensing model			
9.21.5.	Describe the envisaged hardware and software maintenance and support arrangements.			
9.21.6.	Backups & Disaster Recovery			
9.21.7.	Provide detailed backup plans for the proposed system.			
9.21.8.	Provide detailed disaster recovery plans for the proposed system.			
<b>10.</b>	<b>BACK OFFICE FOR FINE COLLECTION</b>			
<b>10.1</b>	Establishing a Service Centre The contractor shall:			
10.1.1.	Establish a service centre at the Elias Motsoaledi Local Municipality Traffic offices on the corner of Barlow and Robertson Street Groblersdal.			
10.1.2.	Bear all associated costs of the service centre and its operation including, but not limited to, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials and consumables.			
10.1.3.	Ensure that the service centre is operated by the contractor employees during the Municipality's normal office hours, or any other hours as may be agreed between the parties. The back-office staff is expected to be on duty at the time periods from Monday to Thursday 07:30 to 16:30 and Fridays from 07:30 to 13:30 with enough personnel to relief each other for lunch and tea breaks without interruption of services.			
10.1.4.	Implement measures to ensure that the service centre operations comply with directives of the Municipality, the Courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures (TCSP).			

10.1.5.	Allow the Municipality to inspect the activities of the service centre at any reasonable time to ensure that the contractor is always complying with all terms and conditions of this agreement.			
11.1.	Staffing, sub-contractors and agents: The contractor shall:			
11.1.1.	Appoint such number of contractor employees as required by the contractor to fulfil its obligations in terms of the provisions of this agreement.			
11.1.2.	Provide adequate management expertise and supervision in the service centre to effectively manage all its functions. (In house training of the local community – appointed personnel)			
11.1.3.	Ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement.			
11.1.4.	Take sole responsibility for any sub-contractors and agents the contractor may appoint to assist in delivering the contractor services and acknowledge that the contractor remains solely responsible for ensuring that the contractor services are rendered in accordance with the terms and conditions of this agreement.			
11.2.	Functions to be performed by the Service Centre: The contractor shall:			
11.2.1.	Automatically update the contractor system by importing offence records from camera related offences.			
11.2.2.	Provide suitable document scanning equipment at designated Traffic offices to enable scanning of documents and electronic transmission of the scanned images to the Service Centre for data capturing from the images using a document management system.			
11.2.3.	Capture the camera offence data related to the following within 2 working days of receipt at the Service Centre:			
11.2.3.1.	Section 56 notices issued			
11.2.3.2.	Section 341 notices issued			
11.2.3.3.	Section 54 notices issued			
11.2.3.4.	Representations received from offenders			
11.3.3.4.	Representation results			
11.3.3.5.	Court results			
11.3.3.6.	Authorization of Warrant of Arrest			
11.3.3.7.	Name and address changes			
11.3.3.8.	Change of offender detail			
11.3.3.9.	Return of Service of summonses			

11.3.3.10.	Execution of Warrant of Arrest			
11.3.4.	Establish an interface with the ENaTIS system to automatically obtain name and address details of registered owners of offending vehicles and update the contractor system accordingly.			
11.3.5.	Establish an interface with the ENaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the ENaTIS system.			
11.3.6.	Generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary:			
11.3.6.1.	Section 341 notices (camera mailers) within 30 days of offence date.			
11.3.6.2.	Notification of No Admission of Guilt Offences within 30 days of offence date			
11.3.6.3.	Notification of Red Light & Stop sign violation offences within 30 days of offence date.			
11.3.6.4.	Notice Before Summons (2nd notice)			
11.3.6.5.	Warrant of Arrest notices			
11.3.6.6.	Representation acknowledgement letters			
11.3.6.7.	Representation result letters			
11.3.6.8.	General letters			
11.3.6.9.	Any other documentation required for the successful operation of the Service Centre			
11.3.7.	Ensure that the layout, design and content of any documentation produced by the contractor system and sent out to the public, or the Courts are approved in writing by the Municipality before being printed			
11.3.8.	Include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.			
11.3.9.	Generate, print and process the following Court related documentation per court:			
11.3.9.1.	Section 54 Summonses			
11.3.9.2.	Section 56 Summonses			
11.3.9.3.	Court Rolls			
11.3.9.4.	Section 341 Control Register			
11.3.9.5.	Section 56 Control Register			
11.3.9.6.	Section 54 Control Register			
11.3.9.7.	Warrant of Arrest Register			
11.3.9.8.	any other Court related documentation that may be required by the Courts or the Municipality			
11.3.10.	Provide the Municipality with a facility to draw management information and statistics from the contractor system and/or provide the management information and statistics on request. The statistics should include the following:			

11.3.11.	Detailed analysis of sections 341 and camera offences showing the number of offences issued per month, values, actual payments, success rates, withdrawn, untraceable, and number of outstanding offences.			
11.3.11.1.	Comparison of monthly offence volumes.			
11.3.11.2.	Numbers and value of payments received by the Municipality and income generated.			
11.3.11.3.	The number and value of fines reduced versus the number and value of fines originally issued.			
11.3.11.4.	Status of all offences at the various processing stages.			
11.3.11.5.	Month by month statistical analysis of offences committed per municipal administration area.			
11.3.11.6.	Representation results showing "proceed", "withdrawn", "reduced" separately.			
11.3.11.7.	Outstanding representation results.			
11.3.11.8.	Officer statistics and productivity.			
11.3.11.9.	Detailed analysis of officer errors on handwritten notices.			
11.3.11.10	Offenders or vehicles with the most outstanding fines or warrants of arrest ("Top 10 reports").			
11.3.11.11	Number of first appearances per court per month.			
11.3.11.12	Number of cases struck off the roll per court per month.			
11.3.11.13	Number of withdrawals per court per month.			
11.3.11.14	Number of warrants of arrest authorized per court per month.			
11.3.11.15	Total revenue accrued per court per month.			
11.3.11.16	Number of "double contempt" per court per month.			
11.3.11.17	Number of remanded cases per court per month.			
11.3.11.18	Any other statistics or reporting that may be required by the Municipality.			
11.3.11.19	Ensure that general housekeeping procedures are established and performed in respect of the contractor system including, but not limited to the following:			
11.3.11.20	Creating a daily backup of all data and images captured on the contractor system to be made available to the Municipality on request.			
11.3.11.21.	Creating a weekly full system backup and ensure that it is stored at a secure off-site location as agreed by the Municipality and to be made available to the Municipality on request.			
11.3.11.22	Performing system administrator duties such as registering users on the system and assigning user rights.			
11.3.11.23	Performing regular, scheduled history runs to remove redundant data from the system.			
11.3.11.24	General housekeeping and maintenance of the system.			

11.3.12.	Ensure that the contractor system is fully auditable and able to produce reports and on-screen logs of all activities on the system for each offence, including the time and date of the event, user, activity details, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user.			
11.3.13.	Ensure that the contractor system can control which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users.			
11.3.14.	Under no circumstances accept money on behalf of the Municipality except for electronic payments as agreed to by the Municipality.			
11.3.15.	Under no circumstances deal directly with the public, the courts or the Directorate of Public Prosecutions, except where authorized by the Municipality to do so.			
11.4.	Summons serving The contractor shall:			
11.4.1.	Ensure that at least 1000 summonses per month are successfully served inside and outside the boundaries of the Municipality in strict compliance with all applicable legislation, judicial guidelines, authorizations and directives from the Municipality.			
11.4.2.	Ensure that summonses are served within 8 months of the date of offence, provided that this period may be extended to a maximum of 18 months where a summons must be re-issued due to receipt of a notification of change of offender, or such other period as agreed by the Municipality.			
11.4.3.	Appoint an adequate number of serving agents inside and outside the boundaries of the Municipality to serve the summonses generated by the contractor system.			
11.4.4.	Ensure that serving agents appointed to serve summonses within the boundaries of the Municipality are duly authorized and approved by the Municipality to do so.			
11.4.5.	Ensure that serving agents appointed to serve summonses on behalf of the Municipality in areas outside the boundaries of the Municipality are duly authorized by the applicable local authorities to do so.			
11.4.6.	Pay the fees of the serving agents for summonses served.			
11.4.7.	Ensure that the contractor system can register all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance and the status of every summons at any time.			
11.4.8.	Take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorizations and the law.			
11.4.9.	Administer all summonses and the allocation thereof to serving agents, provided that the Municipality will be responsible for stamping all summonses produced by the contractor system.			

11.4.10.	Allow the checking and stamping of summonses by the Municipality's employees as and when necessary and provide a suitable work area within the Service Centre for this purpose.			
11.4.11.	Facilitate and support the serving of summonses by the serving agents at roadblocks as and when determined by the Municipality.			
11.4.12.	Provide a facility for immediate, on-site production of summonses at roadblocks for the purposes of serving on offenders that have been apprehended at the roadblocks.			
11.5.	Offender tracing and call centre The contractor shall:			
11.5.1.	Establish and operate an outbound call centre within the Service Centre which shall be utilized to perform the following functions:			
11.5.1.1.	Trace offenders with inaccurate address details via data washing.			
11.5.1.2.	Update contractor system with change of offender details.			
11.5.1.3	Remind offenders of upcoming court dates.			
11.5.1.4.	Notify offenders of warrants of arrest authorized.			
11.5.1.5.	Any other activity that may be necessary to assist or trace offenders.			
11.5.2.	Take effective steps to ensure that call centre employees conduct the various types of telephone calls to offenders in accordance with scripts approved by the Municipality.			
11.5.3.	Ensure that the Municipality approves the content of any SMS"s, letters, notices or other communication sent or delivered to offenders.			
11.5.4.	Trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up-to-date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like.			
11.5.5.	Create and maintain an offender database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained.			
11.5.6.	Utilize the confirmed particulars in the offender database in the first instance to produce notices and summonses.			
11.5.7.	Ensure that the contractor system has the facility to produce reports detailing conflicts between the information captured and the information received from the ENaTIS system.			
11.5.8.	Ensure that the contractor system has the facility to record the registration numbers of vehicles using false number plates and to prevent notices from being sent to the legitimate owners of such vehicles.			
11.5.9.	Provide reports to the Municipality giving details of vehicles using false number plates.			

11.6.	Payment Facilities The contractor shall:			
11.6.1.	Ensure that the contractor system is adapted to interface directly with the Municipality's cash receipting system to allow payment of fines after electronic validation of the fine on the contractor system and electronic updating of the contractor system with fine payments so taken.			
11.6.2	Ensure that the contractor system is adapted to interface directly with the systems of any of the Municipality's third party payment agents to allow the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines after validation of the fine payments on the contractor system, electronic updating of the contractor system with fine payments so taken.			
11.6.3.	Ensure that the contractor system allows the online real-time cancellation of fine payments taken via the Municipality's cash receipting system or any of the Municipality's third-party payment agents.			
11.6.4.	Provide the Municipality with a daily electronic report giving details of all payments updated in the contractor system. The report should separately list the payments received via each of the Municipality's third-party payment agents as well as the Municipality's cash receipting system.			
11.6.5.	Ensure that the adaptation of the contractor system as envisaged above is commenced immediately upon awarding of the contract and is carried out in close cooperation with the Municipality and within the timeframes agreed to by the Municipality for implementation upon commencement of the contract.			
11.6.6.	Provide a website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras. Data and images must be available on the website as soon as the first notification is sent to the offender.			
11.7.	Warrant of Arrest Administration and Roadblock Support			
11.7.1.	Central Warrant of Arrest Office The contractor shall:			
11.7.1.1.	Establish and maintain a Central Warrant of Arrest Office at the offices of the Elias Motsoaledi Local Municipal Traffic Department on the corner of Barlow and Robertson Ave Groblersdal where all warrants (not distributed for execution) are managed, administered and stored until finalized.			
11.7.1.2.	Allocate warrants of arrest to officers of the Municipality for execution.			
11.7.1.3.	Ensure proper record keeping and control over movement of warrants of arrest in and out of the Central Warrant of Arrest Office, including warrants received, on hand, allocated to officers, returned, or distributed for any other reason.			
11.7.1.4.	Ensure that warrants of arrest are properly cancelled upon expiry of their period of validity and marked as cancelled on the contractor system.			

11.7.1.5.	Ensure that the Central Warrant of Arrest Office is manned with sufficient staff during the hours of operation of the Municipality's officers dealing with warrants of arrest.			
11.7.1.6.	Ensure that the Central Warrant of Arrest Office is manned with sufficient staff during roadblock operations in order to draw and prepare original warrants of arrest for officers engaged in roadblock operations and to transmit copies of documents as required.			
11.7.1.7.	Ensure that all warrants of arrest and summons returns of service are scanned as soon as they become available, and that the database of scanned documents is always maintained and synchronized with the corresponding data on the contractor system.			
11.7.2.	Roadblock Support Vehicle:			
11.7.2.1.	The contractor shall make available one (1) roadblock support vehicle for use by the Municipality as and when requested. The roadblock support vehicle shall:			
11.7.2.1.1.	Be equipped with Automatic Number Plate Recognition (ANPR) systems capable of automatically detecting vehicles with outstanding offences, warrants of arrest, false number plates, or any other information for which the vehicles may be sought and alerting system operators with an audible tone and message alert.			
11.7.2.1.2.	Be equipped with facilities for online enquiries on the contractor system and the viewing of camera images at the roadside.			
11.7.2.1.3.	Be equipped with facilities for the immediate production and printing of scanned copies of warrants of arrest and summons returns of service at the roadside.			
11.7.2.1.4.	Be equipped with facilities for the immediate production and printing of summonses at the roadside to allow serving on previously untraceable persons.			
11.7.2.1.5.	Be equipped with systems for the transmission of electronic copies of documents and printing at the roadside as necessary.			
11.7.2.1.6.	Be equipped with secure facilities accepted by the Municipality for the taking of fine payments by the Municipality at the roadside.			
11.7.2.1.7.	Be equipped with the tools necessary for conducting of efficient roadblocks, including portable computers, printers, scanners, fax facilities, electronic information displays, generators, signs, cones, temporary speed calming equipment, reflective barrier tape and the like.			
11.7.2.1.8.	Remain the property of the contractor who will be responsible for all fuel maintenance, servicing, repair, insurance, insurance claims and other matters related to the ownership of the vehicles and associated equipment.			
11.7.2.1.9.	Be driven to and from roadblock sites by contractor staff and be manned by sufficient contractor staff on site to operate the ANPR systems and other systems on board, alert officers to wanted vehicles, make enquiries on the contractor			

	system, print and fax copies of documents, and generally support the Municipality's enforcement staff during the full duration of any roadblock.			
11.8.	Speed entrapment support vehicle			
11.8.1.	The contractor shall make available two (2) Speed entrapment support vehicles to be used by an official of the municipality's Traffic Department. The vehicle must preferably be a panel van, white in colour and an engine capacity of 1600cc or more.			
11.9.	The Back Office must include the following functions:			
11.9.1.	Must be able to print all fines in colour			
11.9.2.	Must have a facility to view detail of offences at decentralized offices			
11.9.3.	Must be able to print Summonses in colour			
11.9.4.	Must be able to print Warrant of Arrests in colour			
11.9.5.	Must have system to identify foreign, fraudulent and or stolen vehicles.			
11.9.6.	Must keep database with details of violations of all foreign, fraudulent and or stolen vehicles and be able to access it at any given time and use it as evidence in court.			
11.10	The Back Office must have Sole Provider document with unique features and modules noted as follows:			
11.10.1.	View Fines Portal			
11.10.2.	ANPR Module			
11.10.3.	Vehicle Transport Disc			
11.10.4.	Vehicle Impoundment System			
11.10.5.	Image upload system that is capable to upload any/all camera systems			
<b>12.</b>	<b>OBLIGATIONS IN RESPECT OF INFRINGEMENTS ISSUED IN TERMS OF THE AARTO ACT</b>			
12.1.	If the AARTO Act is implemented in the Municipality before, or during the term of this tender, the contractor shall also have the following obligations:			
12.1.1.	In respect of infringements and offences issued in terms of the AARTO Act and Regulations, the Contractor shall:			
12.1.1.1.	Cooperate with the Municipality to implement AARTO and comply with any reasonable instruction received from officials of the Municipality in this regard.			
12.1.1.2.	Establish with the assistance of the Municipality a secure network connection and interfaces to the eNaTiS that will allow the contractor to perform AARTO-related transactions on the National Contraventions Register (NCR).			
12.1.1.3.	Devote sufficient staff and resources and establish sufficient technical infrastructure, which will include workstations (personal computers) for the contractor's eNaTiS users, network connections to the eNaTiS, as well as printing and scanning devices in order to perform its AARTO obligations for the Municipality.			

12.1.1.4.	Ensure that all its staff that is utilized for AARTO are adequately trained to perform their functions and that that staffs that are using the eNaTiS system are, with the assistance of the Municipality, duly registered as eNaTiS users with the correct authorizations and system profiles.			
12.1.1.5.	Upload all camera infringements and offences from the contractor's Local Contravention Management System (LCMS) to the NCR. Data capturing of camera cases, verification and adjudication by a peace officer will take place on the LCMS. The adjudicated camera infringement data associated images and thumbnails of the vehicle number plates will be uploaded to the NCR and the infringement numbers returned by the NCR will be recorded against the relevant violations on the LCMS. The contractor will comply with the uploading procedures as prescribed in the relevant AARTO Standard Operating Procedures (SOP"s).			
12.2.	Perform the following functions in accordance with the relevant SOP"s and under the direction of the Municipality:			
12.2.1.	Managing eNaTiS/NCR user administration of contractor users.			
12.2.2.	Managing infringement notice books bulk orders on the NCR.			
12.2.3.	Capturing handwritten infringements (AARTO 01 and AARTO 32).			
12.2.4.	Capturing notices of summons to be issued for offences (AARTO 33).			
12.2.5.	Capturing unattended vehicle notices (AARTO 31).			
12.2.6.	Updating infringements on the NCR.			
12.2.7.	Uploading camera infringements on the NCR.			
12.2.8.	Uploading and scanning of all AARTO documents.			
12.2.9.	Querying infringements.			
12.2.10.	Reprinting infringement documents.			
12.2.11.	Receiving, recording and processing of AARTO elective options applications. Excluding over-the-counter transactions which will be done by the Municipality.			
12.2.12.	Recording offences and their outcomes on the NCR.			
12.3.	Establish the interfaces necessary to allow AARTO payments to be taken via the Municipality's cash receipting system and the Municipality's third-party payment agents and for such payments to be validated and recorded on the NCR in real time.			
12.4.	Manage court cases in accordance with the AARTO SOP"s and in consultation with the Municipality:			
12.4.1.	Where persons elect to be tried in court.			
12.4.2.	Where cases originate from offences.			
12.4.3.	Record offences on the NCR			
12.4.4.	Allocate courts and court dates.			

12.4.5.	Generate and prepare summonses.			
12.4.6.	Serve summonses through summons servers authorized by the Municipality.			
12.4.7.	Generate and prepare court rolls.			
12.4.8.	Update outcomes of court proceedings on NCR.			
12.4.9.	Record arrests.			
12.5	Print AARTO reports, management information and statistics for the Municipality.			
12.6.	Record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP"s.			
12.7.	Procure from the Government Printer or other suppliers where applicable, all AARTO stationery required by the Municipality, including Infringements Notice books, application forms and pre-printed paper.			
12.8.	Keep a sufficient stock of AARTO stationery to always fulfil the requirements of the Municipality and make such stationary available to the Municipality as and when requested at no cost to the Municipality.			
12.9.	Enter into a Service Level Agreement (SLA) with the South African Post Office (SAPO) for the printing and mailing of all AARTO 03 Infringement Notices on behalf of the Municipality, as well as any other bulk mailing that is required in terms of AARTO.			
12.10.	Facilitate the creation of the Municipality's print files on the NCR for downloading to SAPO via the prescribed online interfaces to enable SAPO to print and post infringements and other documents via registered mail, or as prescribed by AARTO SOP"s.			
12.11.	Make payment to SAPO for any printing and posting of infringements, or other documents, on behalf of the Municipality.			
12.12.	Not accept cash payments, deal directly with the public or perform over-the-counter AARTO transactions.			
12.13.	In consultation with the Municipality, introduce whatever measures and arrangements may be deemed necessary to ensure the most effective functioning of AARTO in the Municipality.			
12.14.	Adapt its AARTO operations to comply with any changes in the AARTO Act and Regulations, or new and amended SOP"s that may be introduced.			
<b>13.</b>	<b>TRANSITIONAL ISSUES</b> <b>The contractor shall:</b>			
13.1.	Take responsibility for all new and legacy fines issued from date of commencement of the contract after dry run period of previous contractor has elapsed.			
13.2.	Take responsibility for fines generated by the SAPS and or provincial traffic services within the area of jurisdiction of the Municipality.			

13.3.	Commence preparatory work as soon as the contract is awarded, to minimize disruption of services at the date of commencement of the contract. This includes the securing of suitable premises, setting up of the service centre, setting up of hardware and software systems, configuring the systems, appointment and training of staff, delivery and setting up of camera systems, preparing for data migration and any other preparatory work that can practically be performed before the commencement date.			
13.4.	Commit to the Municipality that, if a different service provider is appointed by the Municipality at the end of the contract period, the contractor will remain responsible for all fines still in the contractor system at the expiry date of the contract. The contractor will continue to process those fines in terms of the provisions of this tender until the Municipality decides, in its sole discretion, to terminate the contractor system as it has been “run dry” and it is no longer practical to pursue the remaining fines in the system.			
13.5.	Submit, in this tender, a firm proposal and commitment to the Municipality on transitional arrangements The proposal should cover the following:			
13.6.	Continued use of the contractor system by the new service provider.			
13.7.	Costs involved for continued use of the contractor system.			
13.8.	Training and on-going support for the new service provider in the use of the contractor system.			
13.9.	Licensing of the contractor system software to the new service provider.			
13.10.	Arrangements for the possible transfer or leasing of hardware associated with the contractor system to the new service provider.			
13.11.	Arrangements for the possible transfer, selling or leasing of any other infrastructure, equipment, assets, stock, documentation and consumables to the new service provider, including camera systems.			
13.12.	Any other arrangements that could facilitate the smooth transition of operations to a new service provider with minimal disruption to the Municipality.			
14.	<b>SPECIFICATIONS OF MOBILE SPEED MEASURING CAMERAS</b>			
14.1.	The camera must capture colour images			
14.2.	The camera must have a still image and video functionality in colour			
14.3.	The camera must have an auto and manual function mode			
14.4.	The camera must be a Lidar or Laser system			
14.5.	The exposure settings must be auto or manual			
14.6.	The camera must be able to capture violations at night			
14.7.	The night images must be in colour to identify the vehicle and vehicle colour			
14.8.	The night capture mode and functionality must be wireless driven			
14.9.	The camera must be fitted to a panning tripod type			

14.10.	The Camera battery must be part of the camera – no loose connections.			
14.11.	The flash system must be LED type			
14.12.	The flash battery must be internal			
14.13.	The flash must take at least 1000 images before the flash needs recharging			
14.14.	The flash must have a tripod setup function			
14.15.	The flash output must be between 300 and 400W			
14.16.	The flash must expose over three lanes			
14.17.	The camera must have a prism with the distance and speed displayed			
14.18.	The camera must have a colour back screen to program settings			
14.19.	The camera must be SABS approved and in use in other Municipalities			
14.20.	The following fields must be part of the start-up setting functionality:			
	a. Officer Name			
	b. Officer Number			
	c. Location Name or Number			
	d. Camera Number			
	e. Capture Range			
	f. Location S			
	g. Enforcement speed			
	h. Offence number counter			
	i. Enforcement Auto selection			
	j. Enforcement Manual selection			
	k. Enforcement Video selection			
	l. Stop speed selection			
	m. Date and Time selection			
14.21.	The camera must be able to store at least 20 000 violations			
14.22.	The camera must have a dual download functionality			
14.23.	The GPS coordinates must be part of every image			
14.24.	The GPS connection must have a real-time function mode and can change			
14.25.	The laser must be able to record distances up to 1400m's			
14.26.	Speed enforcement over at least 500m			
14.27.	Automatic enforcement with plate recognition of at least 120m's			
14.28.	The speed differentiation of 2kph			
14.29.	The laser wavelength of at least 800 to 950nm			
14.30.	The laser beam divergence must be between 2 and 2,5 milli-radians			
14.31.	Eye-safety rating of at least FDA Class 1 (CFR21) & IEC 60825-1 Class 3R			

14.32.	The battery must have a working performance of at least 5-hours			
14.33.	The battery must be part of the camera unit and at least 3 per unit			
14.34.	The battery must have a charge cycle of 4 to 5 hours			
14.35.	The battery charger must indicate the charge cycle and status			
14.36.	The camera lens must be between 50 and 90mm's			
14.37.	The batteries must be between 6V and 8V			
14.38.	The batteries must have flight certification for transport functionality			
14.39.	The environment rating must be IP 67 – Dust and Water resistant			
14.40.	The image size must be at least 1200 X 1600 (image ratio solution)			
14.41.	The camera must have a display larger than 4" and not exceed 7"			
14.42.	The camera must accommodate a removable SD card			
14.43.	The SD Card must be at least Class 10 but must accommodate all types			
14.44.	The Software system must either be Linux and Windows based			
14.45.	The camera must operate between -5 and +50 degrees Celsius			
14.46.	The camera laser must be able to do at least three readings per second			
14.47.	The measurement time must be between 0,25 and 4ms			
14.48.	The laser must be able to read from 0 to 320kph			
14.49.	The camera can be any colour except black to prevent overheating			
14.50.	The camera must be below 2kg's for easy operation by lady officers			
14.51.	The camera must have passed all nine the SANS 1795 tests (certification to be provided)			
14.52.	The laser must read distance of as close as 2m's			
14.53.	The laser must have a sound function			
14.54.	The On/Off button on the camera must have a delay function			
14.55.	The camera must have a memory usage indication function			
14.56.	The time function on the camera must have a second function			
14.57.	The camera must have at least four of the following exposure settings:			
	a. Brightness setting			
	b. Contract setting			
	c. Digital zoom			
	d. Shutter gain			
	e. White balance			
	f. Data encryption on/off			
14.58.	The camera must have an image viewer			
14.59.	The camera interface must be user-friendly			
14.60.	The Offence data must reflect on each image			

14.61.	The X-Hair of the laser reflection point on the vehicle must be real-time			
14.62.	The X-Hair setting must be electronically interchangeable for easy reference			
14.63.	The camera must have a power saving mode on the following settings:			
	a. GPS Update time			
	b. Factory reset option			
	c. Camera time off setting			
	d. Backlight time off			
14.64.	The camera must have a format functionality but with a code option			
14.65.	The camera must have a password function			
14.66.	The screen must have a calibration function			
14.67.	The image review must be for still images and videos on the camera			
14.68.	The camera must have a separate windows-based image viewer			
14.69.	The brightness of the screen must have a setting function			
14.70.	The camera trigger must be on the hand grip of the camera for easy use			
14.71.	The camera must be able to operate attended and free standing			

Signature		Name (print)	
Capacity		Date	
Name of firm			

## 15. EVALUATION METHODOLOGY AND CRITERIA

**RETURNABLE TENDER DOCUMENTS MUST BE COMPILED WITH CLEAR FILES DIVIDERS IN NUMERICAL ORDER AS PER THE BELOW MINIMUM REQUIREMENTS**

**Minimum Qualifying Requirements /Compulsory Returnable Documents:**

1. Fully Completed and Signed MBD Forms with a black ink (1; 4; 6.1; 8 & 9).
2. CSD registration report (**Detailed**) (**NB Not Summary**)
3. Valid copy of Entity / Company registration certificate.
4. Any alteration on the tender document must be signed (**NB: Not Initialled**).
5. Every page on the tender documents must be signed (**NB: Not Initialled**).
6. CIPC Abridged Certificate Annual returns (**Figures / Amount page**) (**NB applicable to entities that are in business for more than 12 months and must be paid before the closing date of the tender**)
7. Company Profile (**Detailing; Name of Client; Service Provided; Award Amount; Contact Person and Contact Number**).
8. Original Certified copies of IDs of the Director(s) (**Certification not older than 6 months before the closing date**)
9. Proof of Municipal rates and taxes or services charges:
  - Of the company and all its directors not in arrears for more than 90 days or
  - Confirmation from the municipality if municipal rates and taxes are not levied (for the company and all its director(s)) as per CK/Company form of address on the registration certificate or
  - If leasing, a signed lease agreement by the lessor and the lessee and Municipal rates in the name of the lessor for both company and directors.
10. **In case of a Joint Venture**, Association or Consortium a formal contract agreement must be signed by both parties and be attached, and the following must be adhered to:
  - a. All the above requirements must be for both entities.

**NB: FAILURE TO MEET ANY OF THE ABOVE REQUIREMENTS WILL LEAD TO IMMEDIATE DISQUALIFICATION**

## 16. PRE-QUALIFICATION SCORE SHEET

**Proof of Contactable References is required, as indicated below, and must accompany each proposal.**

Below are the evaluation criteria for the tenders, whereby Bidders must **score 70 points (70%) or higher out of 100** for further evaluation. The bidder must provide information as requested. Failure to provide evidence may result in the tender not being evaluated further.

## 17. FUNCTIONALITY EVALUATION AND CRITERIA

	CATEGORY / CRITERIA	Maximum Points Attainable	POINTS CLAIMED	POINTS AWARDED (For Official use only)
1.	<b>BACK-OFFICE FOR FINE COLLECTION</b>			
1.2	<b>Provide details and proof of back-office programme used for capturing of speed &amp; red-light camera violations that will incorporate/ integrate with current back office, AARTO and Municipal Financial Systems. Substantiating documentation (Letter from current service back office, AARTO and Municipal Financial Systems)</b>			
1.2.1.	Back-office programme for data capturing that fully incorporates with current back office of EMLM Traffic, AARTO, Municipal Financial Systems and all relevant tools and equipment. Back-office programme with Sole Provider document with unique features and modules that include: <ul style="list-style-type: none"> <li>• View Fines Portal</li> <li>• ANPR Module</li> <li>• Vehicle Transport Disc</li> <li>• Vehicle Impoundment System</li> </ul> Image upload System – capable of uploading any camera system	20		
1.2.2.	Back-office programme (without the above-mentioned unique features) for data capturing that fully incorporates with EMLM current back office, AARTO, Municipal Financial Systems and all relevant tools and equipment.	15		
1.2.3.	Back-office programme for data capturing and relevant tools and equipment that incorporate/integrate with current back office and either AARTO or Municipal Financial Systems, but not both.	10		
1.2.4.	Back-office programme for data capturing and relevant tools and equipment that can only incorporate/integrate with current back-office programme, but not with either AARTO or Municipal Financial Systems.	05		

1.2.5.	Back-office programme for data capturing and relevant tools and equipment that do not incorporate/integrate with any of the above-mentioned programmes.	01		
1.2.6.	No back-office programme for data capturing and or relevant tools and equipment	0		
<b>2.</b>	<b><u>EQUIPMENT</u></b> <b>Substantiating documentation (SANS Certificate of compliance of the speed measuring equipment)</b>			
<b>2.1.</b>	<b>SANS APPROVED SPEED CAMERA</b>			
2.1.1.	The camera must have passed all nine the SANS 1795 tests (certification to be provided)	30		
2.1.2.	The camera has <b>NOT</b> passed all nine the SANS 1795 tests	0		
<b>3.</b>	<b><u>SIMILAR EXPERIENCE WITH SUCCESSFULLY COMPLETED PROJECTS IN TRAFFIC CAMERA VIOLATIONS</u></b> <b>Attach appointment letters and corresponding reference letters signed and stamped</b>			
3.1.	10 points per project (Maximum of five projects)	50		
	<b>TOTAL MINIMUM 70 POINTS</b>	<b>100</b>		

**NB: Please note that prospective service providers that did not achieve at least 70 points will not be considered for further evaluation.**

**18. PRICING SCHEDULE:**

To tender a fixed rate per successfully finalized fine, the prospective Service Provider must determine what the capital and operational cost will be to initiate and successfully manage the project over a period of 36 months inclusive of profit and considering the transfer of all equipment utilized for the project to Elias Motsoaledi Local Municipality. Divide the informed and carefully projected analysis of the anticipated finalized payments of captured violations into the above-calculated cost to determine the cost per successfully finalized fine. For illustration purpose, an example is set out below:

**NB: THE SAMPLE BELOW IS FOR ILLUSTRATION PURPOSES ONLY AND THE AMOUNTS DISPLAYED ARE SUBJECT TO YOUR OWN COST THAT ONLY YOU CAN DETERMINE!!!!!!!!!!**

- a. Total capital cost of all equipment required to execute the tender over 36 months : R 1.00
- b. Total operational cost required to execute the tender over 36 months : R 2.00
- c. Total cost of personnel required to execute the tender : R 1.50
- d. Total profit of tender over 36 months : R 3.00
- e. Total Cost of Tender to Service Provider : **R 7.50**
- f. Total projected traffic violations captured over 36 months : 300
- g. Total estimate of successfully finalized payments received over 36 months : 30
- h. Divide the total successfully finalized payments into your total cost to determine the minimum amount you need to quote: **R 7.50 / 30 = R 0.25**

**(SAMPLE OF THE ABOVE CALCULATIONS ILLUSTRATED IN TABLE BELOW)**

DESCRIPTION	UNIT PRICE	QTY	TOTAL
Successfully finalized fine	R 0.25	1	R 0.25
VAT	R 0.15		R 0.0375
<b>AMOUNT INCLUDING VAT</b>			<b>R 0.2875</b>

**SERVICE PROVIDER TO TENDER IN TABLE BELOW**

Description	Unit Price (R)	Quantity	TOTAL (R)
Successfully finalised fine		1	
VAT @15.00%			
<b>Amount including VAT</b>			

## CONCLUSION

Any false information given by the Prospective Service Provider and not meeting the minimum qualifying requirement, will lead to automatic disqualification of the PSP.

The council reserves the right to either accept the whole or part of any Bid, or not to appoint at all. **Faxes or e-mail are not acceptable.**

Bidders will be required to show compliance with the New Preferential Procurement Policy Framework Act of 2022.

## PHASE 2: PRICE AND PREFERENTIAL POINTS ALLOCATIONS

For quotes with a Rand value up to R50 000 000, the preference point system of 80/20 will apply, where 80 points will be for **(Price)** and 20 points will be for **Specific Goals** (Black, Women, Disability & people living in rural underdeveloped areas) in terms of section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000, (Act No 5 Of 2000)

Price	=	80 Points
Specific Goals	=	20 Points
Total	=	100 Points

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Local area of Supplier</b>	<b>10</b>	
• Within the area of Elias Motsoaledi Local Municipality	<b>10</b>	
• Within the area of Sekhukhune District Municipality	<b>6</b>	
• Within the area of Limpopo Province	<b>4</b>	
• Within the Republic of South Africa	<b>2</b>	
<b>Company which is at least 51% is owned by women</b>	<b>10</b>	
<b>TOTAL POINTS</b>	<b>20</b>	

## COMPULSORY MUNICIPAL BID DOCUMENTATION

- a) MBD 1 : Invitation to tender
- b) MBD 4 : Declaration of interest
- c) MBD 6.1 : Preference points on terms of Preferential Procurement Regulation
- d) MBD 8 : Declaration of bidder's past supply chain management practices
- e) MBD 9 : Certificate of Independent Bid Determination

**APPROVAL BY MUNICIPAL MANAGER:**

APPROVED:

/ NOT APPROVED:

---

**Ms. N.R MAKGATA Pr Tech Eng  
MUNICIPAL MANAGER  
2<sup>nd</sup> GROBLER AVENUE  
GROBLERSDAL  
0470**

---

**DATE**

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (ELIAS MOTSOLEDI LOCAL MUNICIPALITY)**

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
-------------	--	---------------	--	---------------	--

DESCRIPTION	
-------------	--

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

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

**02 GROBLER AVENUE**

**GROBLERSDAL**

**0470**

**SUPPLIER INFORMATION**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

CELLPHONE NUMBER

FACSIMILE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
-----------------------	----------	--	----	---------	--

<p><i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p> <p><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p> <p><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>[IF YES, ANSWER PART B:3 ]</p>
--	---

<i>TOTAL NUMBER OF ITEMS OFFERED</i>		<i>TOTAL BID PRICE</i>	<b>R</b>
--------------------------------------	--	------------------------	----------

<i>SIGNATURE OF BIDDER</i>	.....	<i>DATE</i>	
----------------------------	-------	-------------	--

*CAPACITY UNDER WHICH THIS BID IS SIGNED*

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>
--	--

CONTACT PERSON	V MASILELA	CONTACT PERSON	C COETZEE
----------------	------------	----------------	-----------

TELEPHONE NUMBER	013 262 3056	TELEPHONE NUMBER	013 262 3056
------------------	--------------	------------------	--------------

E-MAIL ADDRESS	<a href="mailto:vmasilela@emlm.gov.za">vmasilela@emlm.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:ccoetzee@emlm.gov.za">ccoetzee@emlm.gov.za</a>
----------------	--	----------------	--

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- |  |     |                          |                          |    |
|--|-----|--------------------------|--------------------------|----|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES | <input type="checkbox"/> | <input type="checkbox"/> | NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                       | YES | <input type="checkbox"/> | <input type="checkbox"/> | NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | YES | <input type="checkbox"/> | <input type="checkbox"/> | NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?           | YES | <input type="checkbox"/> | <input type="checkbox"/> | NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       | YES | <input type="checkbox"/> | <input type="checkbox"/> | NO |

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

**3. Service Providers Declaration and Privacy Notice**

- 3.1 I declare that I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information.
- 3.2 I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,
- 3.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality.
  - 3.2.2 conducting service provider vetting; and
  - 3.2.3 rendering services or providing goods to Elias Motsoaledi Local Municipality.
- 3.3 I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.

- 3.4 I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.
- 3.5 I will not hold the Municipality responsible for any improper or unauthorized use of personal information that is beyond its reasonable control.
- 3.6 I confirm that I have read the notice and understand the contents.

**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.**

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**DECLARATION OF INTEREST**

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

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

3.8	Have you been in the service of the state for the past twelve months?  If yes, please furnish particulars :	Yes	No
-----	---	-----	----

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

3.13.1	Name of director	
3.13.2	Related company	
Note:	<p>SCM Regulations:</p> <p>“In the service of the state” means to be –</p> <ul style="list-style-type: none"> <li>(a) a member of – <ul style="list-style-type: none"> <li>(i) any municipal council.</li> <li>(ii) any provincial legislature; or</li> <li>(iii) the national Assembly or the national Council of provinces;</li> </ul> </li> <li>(b) a member of the board of directors of any municipal entity;</li> <li>(c) an official of any municipality or municipal entity;</li> <li>(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);</li> <li>(e) a member of the accounting authority of any national or provincial public entity; or</li> <li>(f) an employee of Parliament or a provincial legislature.</li> </ul> <p>“<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>	

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

Full Name	Identity Number	State Employee Number

**5. Service Providers Declaration and Privacy Notice**

- 5.1 I declare that all the personal information furnished by me on this form is true and correct, and I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information.
- 5.2 I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,
  - 5.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality.
  - 5.2.2 conducting service provider vetting; and
  - 5.2.3 rendering services or providing goods to Elias Motsoaledi Local Municipality.
- 5.3 I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.
- 5.4 I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.
- 5.5 I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.
- 5.6 I confirm that I have read the notice and understand the contents.

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

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

**NAME OF REP:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_

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

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. 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.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Local area of Supplier</b>	<b>10</b>	
• Within the area of Elias Motsoaledi Local Municipality	<b>10</b>	
• Within the area of Sekhukhune District Municipality	<b>6</b>	
• Within the area of Limpopo Province	<b>4</b>	
• Within the Republic of South Africa	<b>2</b>	
<b>Company which is at least 51% is owned by women</b>	<b>10</b>	
<b>TOTAL POINTS</b>	<b>20</b>	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders

and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME :</b>	.....
<b>DATE</b>	: .....
<b>ADDRESS</b>	: .....
	: .....
	: .....
	: .....

## DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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><b>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> and can be accessed by clicking on its link at the bottom of the home page</b></p>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> by clicking on its link at the bottom of the home page.</b></p>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges	Yes	No

Item	Question	Yes	No
	to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		
5.	<p><b>Service Providers Declaration and Privacy Notice</b></p> <p>5.1 I declare that I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information.</p> <p>5.2 I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,</p> <p>5.2.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality;</p> <p>5.2.2 conducting service provider vetting; and</p> <p>5.2.3 rendering services or providing goods to Elias Motsoaledi Local Municipality.</p> <p>5.3 I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.</p> <p>5.4 I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.</p> <p>5.5 I will not hold the Municipality responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.</p> <p>5.6 I confirm that I have read the notice and understand the contents.</p>		

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

### CERTIFICATION

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

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

**NAME OF REP:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CAPACITY:** \_\_\_\_\_

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

**(Tender Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Municipality / Municipal Entity)**

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

I certify, on behalf of: \_\_\_\_\_ that:

**(Name of Bidder)**

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**Service Providers Declaration and Privacy Notice**

10. I declare that I undertake to inform Elias Motsoaledi Local Municipality of any changes in my personal information.
11. I, as a Service Provider of the Municipality hereby consent that the Municipality may collect, use, distribute, process my personal information for its business purposes, which may include, but is not limited to,
  - 11.1 internal administrative processes pertaining to services rendered or goods provided to the Municipality;
  - 11.2 conducting service provider vetting; and
  - 11.3 rendering services or providing goods to Elias Motsoaledi Local Municipality.
12. I also consent that the Municipality may share my personal information with the South African Revenue Service, Companies and Intellectual Property Commission, Department of Trade and Industry, Provincial Treasury, Black Economic Empowerment Commission, Competition Commission, South African Police Service, Banks, External Auditors, Suppliers

Vetting Agencies, relevant governance structures, relevant government institutions and legal entities which may lawfully require such information for legal obligations.

13. I understand that in terms of the Protection of Personal Information Act (POPIA) and other laws of the country, there are instances where my express consent is not necessary to permit the processing of personal information, which may be related to investigations, litigation, compliance with legislative requirements or when personal information is publicly available.
14. I will not hold the Municipality responsible for any improper or unauthorized use of personal information that is beyond its reasonable control.
15. I confirm that I have read the notice and understand the contents.
  
16. I, the undersigned certify that the information furnished on this declaration form is correct.

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

17. 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**

## **GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract are not included in this document and may be downloaded from the following website – [www.treasury.gov.za/legislation](http://www.treasury.gov.za/legislation)