

RE-TENDER DOCUMENT



TENDER NO		36/2025	
TENDER DESCRIPTION		DEPARTMENT COMMUNITY SAFETY TENDER: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A COMPREHENSIVE TRAFFIC LAW ENFORCEMENT ADMINISTRATION AND MANAGEMENT SYSTEMS AND THE SUPPLY, DELIVERY AND COMMISSIONING OF TRAFFIC LAW ENFORCEMENT AND PROSECUTION EQUIPMENT TO THE JB MARK LOCAL MUNICIPALITY.	
Closing date:	19/01/2026	CLOSING TIME	12:00
POSTAL ADDRESS: JB Marks Local Municipality Attention: Supply Chain Management Unit PO Box 113 Potchefstroom, 2520 <i>Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope</i> <i>Any tenders couriered to be submitted in the Municipality's Bid Box, any bids sent to the wrong recipient other than being submitted in the Bid Box will not be considered</i>		TO BE SUBMITTED AT: The bid box at the Records Office, room 315 Third Floor, Municipal Building Dan Tloome Civic Centre Corner of Sol Plaatjie Ave & Wolmarans Street Potchefstroom 2520	
ATTENTION: FINANCIAL DIRECTORATE SUPPLY CHAIN MANAGEMENT UNIT JB MARKS LOCAL MUNICIPALITY POTCHEFSTROOM		A bid posted or couriered (at sender's risk) to the Municipality, PO Box 113, Potchefstroom, 2520, in good time so as to reach the Municipality before the above-mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.	
SUMMARY FOR TENDER OPENING PURPOSES			
NAME OF TENDERER:			
CENTRAL SUPPLIER DATABASE NO:			
TOTAL BIDDING PRICE (INCLUDING VAT)			
Total Bidding Price (Including VAT)		R	
PREFERENCE CLAIMED FOR:			
Specific goals Points			
Preference Points Claimed:			
VALIDITY PERIOD: AVAILABLE FOR 120 DAYS AFTER THE BID CLOSURE			
CONTACT DETAILS FOR:			
Bidding procedures and documents		Bid Scope and Specifications	
Mr B Sekolopo Tel: (018) 299 5152 E-mail: mongales@jbmarks.gov.za		Ms DM Dikgake OR Tel: (018) 299 5302 Mr T Thekiso Tel: (018) 299 5323	

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Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document

Description of document	Document number	Yes	No
Bid Conditions & Information			
Invitation to bid & Details of the bidder	MBD 1		
Terms of Reference			
Current Municipal Certificate / Lease Agreement			
Pricing schedule – firm prices (purchases)	MBD 3.1		
Form of Offer & Acceptance			
Declaration of Interest	MBD 4		
Preference points claim form for preference points for Specific goal.	MBD 6.1		
Formal Local Content	MBD 6.2		
Formal contracts for services	MBD 7.1		
Declaration of bidder's past supply chain management practices	MBD 8		
Certificate of independent bid determination	MBD 9		
Authority of Signatory			
General Conditions of contract & Bid Requirements			
Annexure A : Past Experience			

Please sign on Completion.

.....
NAME OF THE BIDDER

.....
SIGNATURE

.....
DATE

BID CONDITIONS AND INFORMATION

1 Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 120 days of the date of notification by the JB Marks Local Municipality that his/her bid has been accepted.

2 Completion of Bid Documents

- (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
- (b) Bid documents may not be retyped or altered in any way.

3 Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before closing date.

4 Authorised Signatory

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

5 Submission of Bid

- (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the **Tender Box at the JB Marks Local Municipality by not later than 12h00 on 19/01/2026**
- (b) Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

6 Opening, Recording and Publications of Bids Received.

- Bids will be opened in public immediately after the bid closure date, or at such
- time as specified in the bid documents.
- Names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
- Bids received in time recorded and entered in a register which is open for public inspection.

7 Tax Clearance Certificate

- a. A valid Tax Compliance Status must accompany the bid documents.
The onus is on the bidder to ensure that the JB Marks Local Municipality has a Tax Compliance Status on record and obtain confirmation from the Supply Chain Management Unit of the JB Marks Local Municipality.
- b. Bids not supported by a valid Tax Compliance Status, as an attachment to the bid documents will be invalidated.
- c. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate valid Tax Compliance Status.

8 Evaluation of Bids

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

9 Acceptance or Rejection of a Bid

The JB Marks Local Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The JB Marks Local Municipality does not bind itself to accepting the lowest bid.

10 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at JB Marks Local Municipality Supply Chain Unit. The JB Marks Local Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

11 Site / Information Meetings
None

12 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

13 Language of Contract

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

14 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2022.

15 Expenses Incurred in Preparation of Bid

The JB Marks Local Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.

16 Wrong Information Furnished

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

17 Validity Period

Bids shall remain valid for 120 days after the bid closure date.

18 General and Special Conditions of Contract

The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.

19 Municipal Rates, Taxes and Charges

The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified.

20 Contact with Municipality after Bid Closure Date

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

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (JB MARKS LOCAL MUNICIPALITY)					
BID NUMBER:	36/2025	CLOSING DATE:	19/01/2026	CLOSING TIME:	12:00
DESCRIPTION	DEPARTMENT COMMUNITY SAFETY: RE-ADVERT: THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A COMPREHENSIVE TRAFFIC LAW ENFORCEMENT ADMINISTRATION AND MANAGEMENT SYSTEMS AND THE SUPPLY, DELIVERY AND COMMISSIONING OF TRAFFIC LAW ENFORCEMENT AND PROSECUTION EQUIPMENT TO THE JB MARK LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (3YEARS).				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT ROOM 315 ,THIRD FLOOR, MUNICIPAL BUILDING , DAN TLOOME CIVIC CENTRE

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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE	R
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN UNIT		CONTACT PERSON	Mr. T Thekiso	
CONTACT PERSON	Ms. SB Mongale		TELEPHONE NUMBER	(018) 299 5323	
TELEPHONE NUMBER	(018) 299 5152		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	thekisot@jbmarks.gov.za	
E-MAIL ADDRESS	mongales@jbmarks.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

RE-ADVERT

SUPPLY CHAIN MANAGEMENT UNIT	JB MARKS LOCALMUNICIPALITY			
	FORMAL TENDER			
	ADVERTISED ON:	NATIONAL NEWS PAPPERS, LOCAL CIRCULATING NEWSPAPER; MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE & E-PUBLICATION		
	TENDER NO			
TENDERS ARE HEREBY INVITED FOR THE:	DEPARTMENT COMMUNITY SERVICES: TENDER36/2025: The Supply, Delivery, Installation And Commissioning Of A Comprehensive Traffic Law Enforcement Administration And Management Systems And The Supply, Delivery And Commissioning Of Traffic Law Enforcement And Prosecution Equipment To The Jb Mark Local Municipality for aperiod of 36Months(3years)			
PUBLISHED DATE	01/12/2025	CLOSING DATE	19/01/2026	
CLOSING TIME	No later than 12:00 pm , tenders will be opened immediately thereafter, in public at the JB Marks LocalMunicipality			
AVAILABILITY OF TENDER DOCUMENTS:				
Tender documents are obtainable from Office 104, 105 & 108 First Floor, Municipal Building, Dan Tloome Complex during Revenue section office hours (Mondays to Friday 08:00 - 15:15) Tel: (018) 299 5333; E-mail: maggvd@jbmarks.gov.za		Printed copies of the tender documents are obtainable at a non- refundable fee, payable to a cashier at JB Marks LocalMunicipality, Revenue Section, Ground Floor, Municipal Building, Dan Tloome Complex .		
DATE AVAILABLE:	01/12/ 2025	NON - REFUNDABLE FEE:	R 1000.00 OR FREE DOWNLOAD ON E-TENDER	
TENDER SUBMISSION RULES:				
<ol style="list-style-type: none"> 1. Tenders are to be completed in accordance with the conditions and tender rules contained in the tender document 2. Tender document together with supporting documents must be placed in a sealed envelope clearly marked Tender: THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A COMPREHENSIVE TRAFFIC LAW ENFORCEMENT ADMINISTRATION AND MANAGEMENT SYSTEMS AND THE SUPPLY, DELIVERY AND COMMISSIONING OF TRAFFIC LAW ENFORCEMENT AND PROSECUTION EQUIPMENT TO THE JB MARK LOCAL MUNICIPALITY. tender number and description" must be placed in the tender box in room 315, third floor, Municipal Buildings, Dan Tloome Complex, corner of Sol Plaatjie Avenue and Wolmarans Street, Potchefstroom or addressed to PO Box 113, Potchefstroom, 2520. 3. Bidders are required to submit both a hard copy and a soft copy (DISC or USB) of a completed tender document. 4. Tenders may only be submitted on the tender document issued by the Municipality 5. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document 6. Important note: A valid Tax Clearance Certificate and certified copies of directors and owners identity documents must be submitted with the tender documentation. 7. All prices must be VAT INCLUSIVE. 8. No late tenders, tenders per facsimile or – e-mail tenders will be accepted. 9. Council reserves the right to accept any tender or part thereof, and with the increase in price of any of the commodities, its purchase of those commodities from the specific tenderer will be considered and to determine the period of tenders to be awarded 10. It will be required from service providers to register on the Central Supplier Database (CSD) from the website https://secure.csd.gov.za 				
Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Regulations 2022, and the JB Marks LocalMunicipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 20 points in respect of Specific Goals.				
Briefing Session		N/A		
Preferential Procurement Regulations, 2022 - Local Content Requirement		None		
ANY ENQUIRIES REGARDING BIDDING PROCEDURES MAY BE DIRECTED TO		ANY ENQUIRIES REGARDING SPECIFICATION MAY BE DIRECTED TO		
Section:	SUPPLY CHAIN MANAGEMENT	Section:	Community Safety:	
Contact Person	Mr O Sekolopo	Contact Person:	Ms. M Dikgake OR Mr T Thekiso	
Tel:	018 299 5152	Tel:	018 299 5705/018 299 5323	
E-mail:	sekolopob@jbmarks.gov.za	E-mail:	maggvd@jbmarks.gov.za	
AUTHORISED BY:	Municipal Manager: K. Kumbe	NOTICE NO	34/2025	OFFICE OF THE SPEAKER

TENDER SPECIFICATIONS

Service providers are hereby invited to submit tenders for the THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A COMPREHENSIVE TRAFFIC LAW ENFORCEMENT ADMINISTRATION AND MANAGEMENT SYSTEMS AND THE SUPPLY, DELIVERY AND COMMISSIONING OF TRAFFIC LAW ENFORCEMENT AND PROSECUTION EQUIPMENT TO THE JB MARK LOCAL MUNICIPALITY

This tender will commence after the appointment, or if later, the effective date of implementation will be negotiated with the successful tenderer(s) on the same conditions as stipulated. **Tender will be evaluated on functionality, price and specific goals.**

1. SCOPE:

Service providers are hereby invited to submit tenders for the appointment of suitably for **TENDER: 36/2025: THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A COMPREHENSIVE TRAFFIC LAW ENFORCEMENT ADMINISTRATION AND MANAGEMENT SYSTEMS AND THE SUPPLY, DELIVERY AND COMMISSIONING OF TRAFFIC LAW ENFORCEMENT AND PROSECUTION EQUIPMENT TO THE JB MARK LOCAL MUNICIPALITY FOR PERIOD OF 36 MONTHS.**

DESCPRITION/ SPECIFICATIONS

TENDER: THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A COMPREHENSIVE TRAFFIC LAW ENFORCEMENT ADMINISTRATION AND MANAGEMENT SYSTEMS AND THE SUPPLY, DELIVERY AND COMMISSIONING OF TRAFFIC LAW ENFORCEMENT AND PROSECUTION EQUIPMENT TO THE JB MARK LOCAL MUNICIPALITY.

MANDATORY REQUIREMENTS FOR ENFORCEMENT EQUIPMENT (INFOMATION TO BE USED DURING EVALUATION)

Please complete the following questions in detail.

The tenderer is required to mark or complete the appropriate boxes in the tender specifications below and fully motivate or explain as necessary. If space is insufficient, the response should be provided in a separate response document.

The responses in the response document should be numbered exactly the same as the corresponding clauses in the tender specifications. The symbols in the response boxes in this tender have the following meanings:

Y=YES (fully comply)

N=NO (cannot comply)

All Prospective Bidders must comply with all criteria as set out below, otherwise this will be found non-compliant and disqualified. These are mandatory requirements and failure to mark a box at a specific question and to fully motivate compliance and provide required proof of compliance will be seen as NO. Unless the tender can clearly demonstrate full compliance with these mandatory requirements the bid will be disqualified.

Mandatory certification requirements

- All enforcement equipment to be provided shall be SANS 1795 compliant and certified as "type approved" will be considered for this tender:
 - This certification shall be for all equipment to be used for enforcement.
 - Each set/type of equipment shall have the required SANS 1795 certificate.
 - This includes, as a minimum current and valid certificates for the following:

- Red-light enforcement cameras systems
- Speed enforcement systems (Point)
- Average speed (distance over time) enforcement systems.
- Please attach the current SANS 1795 certificate for this equipment for these enforcement requirements.

Do you fully comply?

Y	N
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- It is mandatory that the system shall use a video camera as the primary image capture device with the following capabilities:
 - Image capture sensor, 1 inch or greater at a resolution at 3m pixels or more
 - Video resolution of 720 p HD, or better, using MPEG-2 compression, or similar, for video-clips of each and every infringement capture
 - Minimum of 5 second video buffer for each and every infringement, (red-light, speed and combination infringements, and additional charges where relevant such as barrier line non-compliance) is captured.
 - In accordance with SANS 1795 requirements the date, time and location shall be embedded in every video file which is encrypted.
 - Please submit verification that the equipment can perform in full compliance with this specification or better.

Do you fully comply?

Y	N
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- It is mandatory that all equipment used for enforcement is SANS 1795 type approved and has an integrated real time on-board ANPR function capturing all legitimate number plates under ideal conditions and comparing in real time against a vehicle wanted list and providing operator alerts.
 - The number plate of every vehicle passing the enforcement is SANS 1795 type approved and has an integrated real time on-board ANPR function capturing all legitimate number plates under ideal conditions and comparing in real time against a vehicle wanted list and providing operator alerts.
 - The number plate of every vehicle passing the enforcement location shall be recorded and uploaded to the back office, subject to the accuracy requirements indicated above.
 - Please attach the current SANS 1795 certificate for this equipment for these enforcement requirements.
 - Please submit verification that the equipment can perform in full compliance with this specification.

Do you fully comply?

Y	N
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- It is mandatory that all equipment used for enforcement is SANS 1795 type approved shall have the following automatic modes of enforcement:
 - Non-intrusive video-based speed enforcement
 - Non-intrusive video based red-light enforcement with video-based non-intrusive red-light phase detection for the Radar requirement.
 - Non-intrusive vehicle classification-based speed (video) enforcement for the Radar and Laser requirement, including public transport vehicles.
 - Built in point-to-point video based average speed enforcement via the integrated back-office function with built in real time ANPR.
 - Stop line enforcement with speed and video evidence.
 - Non-intrusive video-based barrier line and yellow lane driving enforcement.
 - Please attach the current SANS 1795 certificate for this equipment for this specification.

Do you fully comply?

Y	N
---	---

1. REQUIREMENT FOR THE FUNCTIONALITY OF THE COMPREHENSIVE TRAFFIC LAW ENFORCEMENT ADMINISTRATION AND MANAGEMENT SYSTEMS.

1.1. The Service Provider shall ensure that:

- There is a fully operational service centre on the located premises of the local authority.
- He or She shall bear all associated costs of the service centre and its operation including, but not limited to, alterations, furnishing, equipment, materials and consumables.
- The service centre will be operated by the service provider employees and will be assisted by Traffic Administrative employees to deal with the day to day activities for duration of the contract.
- He or She 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 1997).
- He or She implements measures to ensure that the service centre operations comply with directives of the Local Authority, the courts, the Directorate of Public Prosecutions and the guidelines issues by the Technical Committee for Standards and procedures (TCSP).
- He or She allows the Local Authority to inspect the activities of the service provider at all times to ascertain compliance with all terms and conditions of this agreement.
- The Service Provider shall be responsible to manage the back office which will include inter alia a helpdesk, call centre as well as the administrative processes involved in capturing traffic offences as well as preparing documentation to be used in Court.
- He or She appoints at its own costs qualified local personnel for the back-office and call centre.
- He or She gives the necessary training to the personnel mentioned in the previous paragraph.
- He or she gives the necessary training to the relevant personnel employed by JB Marks Local Municipality on the traffic contravention system if another contravention system other than the one in use by the JB Marks Local Municipality is to be used.
- He or She supplies its own hardware including computers and printers for the back office.
- He or She is responsible for the software license for at least 15 users but not limited.
- He or She is responsible for all the communication lines of the back office, which include telephone communication lines linking all computers of traffic contravention system and Wi-Fi & Internet.
- He or She is responsible for the capturing of locations, charge codes, charge sheets, officer details, etc; if another contravention system other than the one currently in use by JB Marks Local Municipality is to be used.
- The contravention system shall have an e-NaTIS interface for the downloading of details of the registered owners of offending vehicle.

1.2. The Service Provider shall be responsible for the supplying of the following forms:

- Section 341 notices.
- Notice before summons
- All the sizes consol paper that are needed.
- Section 54 summons.
- Representation letters.
- Notice before Warrant of arrest.
- Warrants of arrest.
- Receipts
- Forms required in terms of the Administration Adjudication of the Road Traffic Offences Act, Act 46 of 1998 (AARTO) when the said act come into force in the Province of the North West .
- Section 56 books
- Section 341 books

1.3. The Back Office shall be responsible for on-sight printing of:

- Section 341 notices (camera mailers).

- Notice before summonses.
- All control documents (section 54 and 56 notices).
- All court registers (section 54 and 56 notices).
- All warrants of arrest letters.
- **ALL necessary process document required for the completion of the law enforcement prosecutions process and judicial process.**

1.4. Printing of Court related documentation by Court:

- Court rolls (Criminal Case Register)
- Section 341 Control Register – Daily
- Section 56 Control Register – Daily
- Section 54 Control Register – Daily
- Spot Fine Register – Daily
- Admission of Guilt Register – Daily
- Contempt of Court Register
- Warrant of Arrest Register
- **ALL necessary process document required for the completion of the law enforcement prosecutions process and judicial process.**

1.5. Printing reports for internal use:

- Audit trials
- Outstanding representation results
- Habitual offender lists
- Concept Court Register
- Server analysis reports
- All other reporting that may be required in the process of management decision making and audit reporting.

1.6. Monthly Management reports for analysis and report back purposes:

- Section 341 and Section 56 analysis and statistical reports
- Officer statistics
- Payments collection reports
- Any other reporting that may be required

1.7. Payment transactions processing:

- Provide an online database for the purpose of performing validated payments through the Commercial Banks, South African Post Office and Easy Pay.
- Update the System with the related payment transaction details received.
- Provide reconciliation procedures to ensure the accuracy of payment transactions.

1.8. The Back Office shall:

- Perform the function of the amendment of the particulars of offenders.
- The Service Provider shall be responsible for the whole function of the postage of all notices to the offender.
- The back office shall be responsible for submitting of reports required by the Municipality e.g.: officer reports, income reports, monthly income reports, management reports and all other relevant reports required by the municipality.
- The service provider shall be responsible to activate all payment channels with financial institutions and other institutions e.g. banks retailers etc.
- The back office agreement will be reviewed upon the implementation of AARTO in the North West Province. (Administrative Adjudication of Road Traffic Offences)

- The contravention system must provide record of habitual offenders as well as taxi offences.
- The service Provider shall operate the traffic contravention System independently from JB Marks Local Municipality's I.T. Network.
- The Service Provider shall at its own cost ensure the provision of an acceptable backup system.

1.9. The Back Office System shall:

- Be linked to the handheld devices to include all Traffic violations.
- Automatically send out faxed, sms, user account statements and pdf copies of infringement notices to offenders.
- Appointment of serving agents locally and nationally in conjunction with the Traffic department and the Criminal Procedures Act and that the proper procedures be followed.
- The serving agent's performance will be monitored by the service provider local authority and the remuneration thereof.

2. THE SERVICE PROVIDER SHALL PROVIDE THE FOLLOWING EQUIPMENT:

2.1. ROAD TRAFFIC ENFORCEMENT CAMERA SYSTEM

(a) Minimum system requirements

- SANS 1795 compliance and certified as "type approved" by an independent laboratory
- TCSP Guideline compliant
- Written authorisation from DPP [North West] to operate the Multi-purpose Road Traffic Enforcement Camera System in stand-alone mode [no operator] in a semi-portable installation, which is permanently secured.

(b) Minimum technical requirement

- Processor: Intel(R) Core(TM) i7-3612QE Quad- Core CPU@2.10GHz or better
- Memory: 4 GByte RAM or better
- Storage: 128 GByte [or greater capacity] Solid- State hard-drive

(c) Minimum integrated functional requirements for Multipurpose Road Traffic Enforcement Camera System unit supplied

d) Standard requirements for all camera units:

- Real-time Automatic Number Plate Recognition for each vehicle measurement
- Number Plate output in data file
- Provide Number Plate read confidence indication in data file
- GPS coordinates shall be provided on the infringement data block

(e) For Radar requirements:

- Radar type C [as per TCSP guidelines definition] showing distance, angle and speed in the infringement data block
- Lane indication provided for capture and adjudication purpose in the data file
- Vehicle classification is provided in the data file for infringements where the class speed limit is enforced
- Vehicle classification, is verified in the integrated back-office using the eNaTIS vehicle class

(d) For Laser requirements

- Full automatic mode of operation, un-triggered
- Configurable capture windows based on distance to vehicle

(e) Communications

- Wireless LAN
- 3G
- Remote flash connection
- USB 2.0

(f) Location identification

- GPS [on data block]
- Compass providing a bearing used to check the direction of operation

(g) night-time illumination requirements

- LED infrared flash
- Remote triggering via wireless connection to the Multipurpose Road Traffic Enforcement Camera System
- Able to illuminate at full video frame rate

(h) Minimum road-side housing requirements

- Camera and processor housing
 - Single integrated housing for camera, processor, storage and all other elements of the system, excluding only the remote flash unit
- Light-weight housing of the Multipurpose Road Traffic Enforcement Camera System with:
 - Power supply connection,
 - Smart-card sensor,
 - Integrated GSM and GPS antenna,
 - Tamper alarm input,
 - USB and Ethernet ports, and
 - LED status indicators
- Road-side secure housing as per requirements
 - 3 point lockable housing
 - Equipped with integrated tamper alarm sensor, including accelerometer with automatic SMS alert broadcast via the Multipurpose Road Traffic Enforcement Camera System
 - Carry handles
 - Built in battery housing compartment
 - The housing should be attached, with concealed internal fasteners not accessible from outside the housing unit, to a permanently secured [embedded] concrete plinth with attachment points
- As a minimum, the road-side configuration shall include the following options
 - Tripod mounted [mobile, operator required]
 - Plinth mounted [secured and embedded]
 - Pole mounted [secured]
 - On-site battery operation

(i) Multipurpose Road Traffic Enforcement Camera System, minimum requirements for user interface is:

- Remote computing device [tablet PC or similar]
 - Control all major camera and system functions
 - Monitor system status remotely
 - Receive live infringement picture updates
- Web-based access shall be via WiFi and/or 3G[secure APN network] and secure Ethernet using any HTML5 compliant browser

- Live view of infringements, including during infringement capture
- Display, with paging, of the last 20 infringements as a minimum
- Live video while capturing infringements streamed to the user interface device
- Capacity of both manual and GPS based configuration of location codes
- Live display of total vehicle count and infringement count statistics for the session or day
- Live display of hourly breakdown of Vehicle count and Infringement count statistics for the sessions or day
- Real-time display of Multipurpose Road Traffic Enforcement Camera System status:
 - Graphical summary of system status
 - Serial number
 - Location
 - Calibration date
 - Camera optics status
 - Networking interfaces
 - GPS location
 - Compass heading
 - Power-supply
 - Internal operating temperature

(j) Other elements

Configurable automated download to the integrated back-office of infringements via any network interface, WiFi, 3G or Ethernet, with push/pull filtering based on as a minimum of:

- All new
- Last Week
- Last Month
- All stored infringements
- Electronic laser alignment for Laser based trigger
- Present and on-site configuration of location codes
- On-site setup of re-light enforcement
- On-site configuration of point-to-point speed enforcement sections using GPS co-ordinates and identifying "linked" point-to-point camera via integrated back office system

Speed Law Enforcement by Camera requirements:

- 6 x Complete mobile speed law enforcement cameras for day and night operations with flash and or external flash and tripods.
- Must recognise and capture speed over 4 lanes.
- 4 x Additional batteries for extensive use.
- 4 x Speed/red light fixed cameras & ladder.
- 10 fixed sites prepared and ready for operation
- 4 x Fixed cameras fully installed to operate in all directions in intersections within the prepared sites.
- Cameras must be capable to operate day and night with external flashes with additional batteries
- All cameras must adhere to the DPP approval and SANS 1795

3 ROADBLOCK SUPPORT VEHICLE

- The contractor shall make available one roadblock support vehicle for use by the Municipality as and when requested
- The road block support vehicle shall 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 operations with an audible tone and message alert. The system should also have a real time live interface with eNaTIS to flag vehicles that are unlicensed or not roadworthy. Interface with the South African Police Service to alert for any stolen vehicles will be required.

- The road block support vehicle shall be equipped with facilities for online enquiries on the contractor system and the viewing of camera images at the roadside.
- The road block support vehicle shall be equipped with facilities for the immediate production and printing of scanned copies of warrants of arrests and summons returns of service at the roadside.
- The road block support vehicle shall 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.
- The road block support vehicle shall be equipped with facilities for the immediate production and printing of summonses at the roadside to allow serving on previously untraceable persons.
- The road block support vehicle shall be equipped with systems for the transmission of electronic copies of documents and printing at the roadside as necessary.
- The road block support vehicle shall be equipped with secure facilities accepted by the Municipality for the taking of fine payments by the Municipality at the roadside.
- The road block support vehicle shall 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 likes.
- The road block support vehicle as well as the sedan shall remain the property of the contractor who will be responsible for all fuel maintenance, servicing, repair, insurance claims and other matters related to the ownership of the vehicles and associated equipment.

Law Enforcement Vehicle requirements:

- 1 x Fully operational, automatic number plate recognition system mobile roadblock bus with roadblock trailer for day and night operations with electronic pay point installed on site and all roadblock equipment necessary to do fully K78 roadblock.
- 1 x Fully equipped automatic number plate recognition system sedan motor vehicle for visible control and execution of Warrant of Arrest and traffic offenders.

4. HAND HELD TICKET ISSUING DEVICE

- a) The hand held ticket issuing device shall
 - Have a simple and easy to use user interface
 - Be multi-functional
 - Be a robust device
 - Have on-line connectivity
 - Be fully integrated with the contravention management system.
- b) The mobile hand held device, for mobile-based data capturing and reporting solutions shall be an integrated unit, which includes as standard:
 - Contactless and Contact smart card readers
 - Biometric fingerprint reader
 - 2D Barcode reader [driver's license, vehicle license disc]
 - Camera
 - Touch screen
 - GPS
 - Printer [built-in]
- c) The system will address transactions in three key areas:
 - Contravention verification transactions in real time.
 - Issuance of S56 notices
 - Reconciliation of notices in the Contravention system using the web services.

- d) The back office system shall connect the hand held device to a central server to facilitate the setup of the devices and the printing of standard reports.
- e) The back office system will implement the following core components:
 - Configuration component to manage users and assign roles and permissions.
 - Configuration component to manage list of express penalty fines as stipulated by the law along with offence codes and descriptions. These codes will be uploaded to each device when the device is connected to the back office system.
 - Configuration relevant to S56 and other law enforcement processes, including:
 - Court dates,
 - eNaTIS queries,
 - Habitual offender check
 - ID server
 - Issues infringement numbers
 - Registration component to register hand held devices in the back office system.
 - Reporting component to produce reports.
 - Search component to search on tickets created by the hand held device and currently stored in the back office.
- f) The hand held device will produce the following reports:
 - Number of tickets issued for a given day.
 - Number of cancelled tickets

Hand held devices for Law Enforcement:

20 x For the interim handheld ticket issuing devices that must be fully operational with all information and data required for the issuing of ticket and additional devices can be supplied after a period of 6 months

1. OBLIGATIONS IN RESPECT OF INFRINGEMENTS AND OFFENCES ISSUED IN TERMS OF THE AARTO ACT

In the event that the AARTO Act is implemented in JB Marks Local Municipality before, or during the term of this tender, the contractor shall have the following obligations:

- a) In respect of infringements and offences issued in terms of the AARTO Act and Regulations, the Contractor shall:
 - Co-operate with the Municipality to implement AARTO and comply with any reasonable instructions received from officials of the Municipality in this regard.
 - 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).
 - 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.
 - Ensure that all its staff who is utilised for AARTO are adequately trained to perform their functions and that those staff that are using the eNaTIS systems are, with the assistance of the Municipality, duly registered as eNaTIS users with the correct authorisations and system profiles.
- b) 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).

- c) Performs the following functions in accordance with the relevant SOP's and under the direction of the Municipality:
- Managing eNaTIS / NCR user administration of contractor user's.
 - Managing infringement notice books bulk orders on the NCR.
 - Capturing handwritten infringements (AARTO 01 and AARTO 32).
 - Capturing notices of summons to be issued for offences (AARTO 33).
 - Capturing unattended vehicle notices (AARTO 31).
 - Updating infringements on the NCR.
 - Uploading camera infringements on the NCR
 - Querying infringements
 - Reprinting infringement documents
 - Receiving, recording and processing of AARTO elective options applications. (Excluding over-the-counter transactions which will be done by the Municipality)
 - Recording offences and their outcomes on the NCR
- d) Establish the interface 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.
- e) Manage court cases in accordance with the AARTO SOP's and in consultation with the Municipality.
- Where persons elect to be tried in court
 - Where cases originate from offences
 - Record offences on the NCR
 - Allocate courts and court dates
 - Generate prepare summonses
 - Serve summonses through summons servers authorised by the Municipality
 - Generate and prepare court rolls
 - Update outcomes of court proceedings on NCR
 - Record arrests
- f) Print AARTO reports, management information and statistics for the Municipality
- g) Record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP's
- h) 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-printer paper.
- i) Keep a sufficient stock of AARTO stationery to fulfil the requirements of the Municipality at all times and make such stationery available to the Municipality as and when requested at no cost to the Municipality.
- j) 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.
- k) 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 ad other documents via registered mail, or as prescribed by AARTO SOP's.

- l) Make payment to SAPO for any printing and posting of infringements, or other documents, on behalf of the Municipality.
- m) Not to accept cash payments nor deal directly with the public nor perform over-the-counter AARTO transactions.
- n) 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.

6. TRANSITIONAL ISSUES

The contractor shall:

- a) Take responsibility for all new fines issued from date of commencement of the contract.
- b) Commence preparatory work as soon as the contract is awarded, so as 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 system, 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.
- c) Submit, in this tender, a firm proposal and commitment to the Municipality on transitional arrangements at the end of the contract period in the eventuality that a different service provider is appointed by the Municipality for a further contract period. The proposal should cover in particular the following:
 - Continued use of the contractor system by the new service provider
 - Costs involved for continued use of the contractor system
 - Training and on-going support for the new service provider in the use of the contractor system
 - Licensing of the contractor system software to the new service provider
 - Arrangements for the possible transfer or leasing of hardware associated with the contractor system to the new service provider
 - Arrangements for the possible transfer or leasing of any other infrastructure, equipment, assets, stock, documentation, consumable, etc. to the new service provider.
 - Any other arrangements that could facilitate the smooth transition of operations to a new service provider with minimal disruption to the Municipality

The bidder must tick

1. Front and Back Office

CRITERIA	YES	NO
Support Operations:		
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 camera and ancillary equipment.		
Conduct field surveys and produce statistics on road usage and offence patterns at specific sites as and when directed by the Local Authority in order to assist the violation enforcement as required.		

Inspect the cameras and ancillary equipment at least once per month with the prior approval of the Local Authority in order to ensure that the cameras and ancillary equipment are in good working order and of neat and well maintained appearance at all times;		
Comply with any requirements from the Local Authority in respect of fixed camera installations and supply any additional equipment as may be specified by the Local Authority from time in order to facilitate inspection and operation of the cameras;		
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;		
Repair any damage to or defect in the camera 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 Local Authority replacement cameras must comply with all requirements in terms of this contract;		
Calibrate the cameras at 6 (six) monthly interval, or as required by the Director of Public Prosecution (DPP) and as published in the prosecution guidelines, or at such other as may be required by the Local Authority from time to time and ensure that the calibration certificates are provided to the Local Authority;		
Ensure that information signs with regard to enforcement by camera are erected and maintained on roadways in strict accordance with the specifications, directions, conditions and timeframe set by the Local Authority.		
Provide training workshops in the use of the cameras and ancillary equipment to the employees of the Local Authority as and when required by the Authority. The contractor shall bear all cost associated with the provision of any such training workshop and issue certificates to the Local Authority's employee in respect of training received;		
Take out insurance covering damage or loss of the contractor's cameras and ancillary equipment for any reason and maintain such insurance for the duration of this agreement;		
Establish a processing Centre at their own cost which is conveniently located premises as agreed to in writing by the Local Authority and ensure that the processing Centre is spacious enough and suitably equipped to serve the needs of the contractor as well as the peace officers of the Local Authority who will utilize the processing Centre for downloading of images and adjudication of cases;		
Upload all cameras images and data and capture any particulars as may be required to successfully prosecute the offence.		
Upload and process images and data received from the Local Authority's enforcement system, the provincial traffic department or any other images and data as directed by the Local Authority.		
Provide facilities and systems for peace officers of the Local Authority to adjudicate every image and associated data and either accept as prosecutable or reject it as non-prosecutable.		
Ensure that the contractor system "force" each image to be adjudicated by a peace officer and be capable of identifying the peace officer responsible for the adjudication.		
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 report on the number images uploaded, expected or rejected by each adjudication officer with appropriate reasons for rejections.		

Provide the Local Authority with the images and data in a suitable medium to be kept prime evidence for the prosecution of cases in court as required by applicable legislation.		
Provide an internet facility which shall include, but not be limited to, viewing of all images and related data captured by the cameras and the payment of any camera related fines. Please note: the prior approval of the Local Authority is required before the electronic payment of fines may be implemented.		
Make available the images and data to the Local Authority, or any other party as directed by the Local Authority for inclusion in their internet viewing and payment facility or for any other reason whatsoever;		
Produce expert evidence in court (either documentary or viva voce) supporting the use of the cameras for the purpose of traffic law enforcement if this should be challenged on technical grounds provide that the intellectual property of the manufacturers of the cameras is not comprised.		
Upload statistics gathered by the cameras after every session and make the statistics available to the Local Authority in an acceptable format as and when required, including the number of the vehicles checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation and the 85 th percentile.		
Provide the Local Authority with a system for remote monitoring of camera operation and wireless uploading off offences from fixed cameras		
Provide real-time updates relating from payments received from Mobile roadblocks, pay points and electronic services.		

Service Centre:		
Establish a service centre at conveniently located premises as agreed in writing by the Local Authority, an all functions shall be carried out locally with in the municipal area; no remote processing, administration or customer support shall be done remotely.		
Bear all associated costs of the service centre and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials, consumables & law enforcement related documents.		
Ensure that the service centre is operated by the contractor employees during the Local Authority's normal office hours, or any other hours as needed by Local Authority.		
Provide and operate a contractor system software package developed for the administration and management of Traffic and Bi-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1997).		
Implement measures to ensure that the service centre operations comply with directives of the Local Authority, the courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures (TCSP).		
Allow the Local Authority to inspect the activities of the service contractor is at all times complying with all terms and conditions of this agreement.		
Appoint such number of contractor employees as required by the contractor in order to fulfil its obligations in terms of the provisions of this agreement.		
Provide adequate management expertise and supervision in the service centre to effectively manage all its functions.		
Ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement.		
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.		
Operations:		
Automatically update the contractor system by importing offence records from camera related offences.		
<p>Capture the data related to the following:</p> <ul style="list-style-type: none"> Section 341 notices issued Section 56 notices issued Representations received from offenders Representations results Court results Authorisation of Warrant of Arrest Name and address changes Change of offender details Return of service of summonses Execution of Warrant of Arrest 		
Establish an interface with the e-NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and contractor system accordingly.		
Establish an interface with the e-NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the e-NaTIS system.		
<p>Generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary:</p> <ul style="list-style-type: none"> Section 341 notices (camera mailers) Notification of No Admission of Guilt offence Notification of Red Light Violation offences Warrant of Arrest notices Letter to obtain details of responsible person in case of company vehicle Representation acknowledge letters Representation result letters General letters Any other documentation required for the successful operation of the Service Centre 		
Ensure that the layout, design and content of any documentation produced by the contractor system and sent out to the general public or the Courts are approved in writing by the Local Authority before being printed.		
Include a full color image and relevant offence details on Section 341 notices.		
<p>Generate, print and process the following Court related documentation by Court:</p> <ul style="list-style-type: none"> Section 54 Summonses Court 341 Control Register Section 56 Control Register Section 54 Control Register Section 341 Spot Fine Register Pro forma Section 341 spot fines to accompany the Spot Fine Register Admission of Guilt Register Contempt of Court Register Warrant of Arrest including “double contempt” warrant of arrest 		

<p>Warrant of Arrest Register</p> <p>Any other Court related documentation that may be required by the Courts or the local authority.</p>		
<p>Prepare daily "mail bags" containing all documentation for dispatch to the local authority's various offices managing the court administration of the respective Courts.</p>		
<p>Generate, print and process the following reports for internal use:</p> <p>Audits trials</p> <p>Concepts Court Register</p> <p>Summons Server productivity analysis reports</p> <p>Any other reporting that may be required in the process.</p>		
<p>Provide the Local Authority within 21 days of the end of each calendar month with the following management information and statistics on:</p> <p>Detailed analysis of section 56 and 341 camera offences showing the number of offences, values, actual payments, success rates, withdrawal, untraceable and outstanding offences, comparison of monthly offences volumes. Number and value of payments received by the Local Authority and income generated. The number and value of fines reduced versus the number of fines originally issued.</p> <p>Status of all offences at the various processing stage.</p> <p>Month by month statistical analysis of offences committed per suburb, ward, and sub-council area.</p> <p>Representation results showing "proceed", "withdrawal", "reduced" separately.</p> <p>Outstanding representation results.</p> <p>Officers stats and productivity.</p> <p>Detailed analysis of officer errors on handwritten notices.</p> <p>Offenders or vehicles with the most outstanding fines or warrant of arrest. ("Top 10 report")</p> <p>Number of first appearances per court per month.</p> <p>Number of cases struck of the roll per month.</p> <p>Number of withdrawals per court per month.</p> <p>Number of warrants of arrest authorised per court per month</p> <p>Total revenue accrued per court per month</p> <p>Number of "double contempt" per court per month</p> <p>Number of remanded cases per month</p> <p>Any other statistics or reporting that may be required by the Local Authority</p>		
<p>Ensure that general housekeeping procedures are established and performed in respect of the contractor.</p> <p>System including but not limited to the following:</p> <p>Creating a daily backup of all data and images captured on the contractor system to be made available to the Local Authority on Request.</p> <p>Creating a weekly full system back-up and ensure that it is stored at a secure off-site location as agreed.</p> <p>In writing by the Local Authority and to be made available to the Local Authority on request.</p> <p>Performing system administrator duties such as registering users on the system and assigning user rights.</p> <p>Performing regular, scheduled history runs to remove redundant data from the system.</p>		
<p>Ensure the contractor system is capable of controlling which function can be performed by individual users through a system administrator assigning user</p>		

rights on the system in a hierarchical manner to individual users, or groups of users.		
Fixed camera to be moved to approved sites on intervals as per directive of the Local Authority.		
Summons Serving:		
Ensure that summonses are successfully served inside and outside the boundaries of the Local Authority in strict compliance with all applicable legislation, judicial guidelines, authorisations and directives from the Local Authority.		
Ensure that summonses are served within 6 (six) months of the date of offence, provided that this period may be extended to a maximum of 12 (twelve) months where a summons has to be re-issued due to receipt of a notification of change of offender, or such other period as agreed in writing by the Local Authority.		
Appoint an adequate number of serving agents inside and outside the boundaries of the Local Authority to serve the summonses generated by the contractor system.		
Ensure that serving agents appointed to serve summonses within the boundaries of the local authority are duly authorised and approved by the contractor system.		
Ensure that serving agents appointed to serve summonses on behalf of the local authority in areas outside the boundaries of the Local Authority are duly authorised by the applicable Local Authority to do so.		
Ensure that the contractor system is capable of registering all appointed serving agents, tracking summonses allocated to individual serves and reporting on server performance and the status of every summons at any time'.		
Take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorisation and the law.		
Administer all summonses and the allocation thereof to serving agents, provided that the Local Authority will be responsible for stamping all summonses produced by the contractor system.		
Allow the checking and stamping of summonses by the Local Authority's employees as and when required.		
Facilitate and support the serving of summonses by the Local Authority's employees at roadblocks for the purpose of serving on offenders that have been apprehended at the roadblocks.		
Take responsibility for the serving and finalisation of summonses emanating from the legacy system of the Local Authority and not yet served at date of commencement of this agreement.		
Payment Facilities:		
Ensure that the contractor system has an integrated cashiering facility that enables the cashier to take spot fines, admission of guilt fines contempt of court fines online at remote workstations.		
Ensure that the contractor system provided for the following in respect of cashiered transactions: <ul style="list-style-type: none"> - System printed receipts - Show balance of outstanding fines amounts on receipts - Receipts reprints by authorised supervisor - Cancellation of payment transactions only by authorised supervisor - Taking of payment before the corresponding notices have been captured - Daily reports showing payments taken in respect of each Court - Daily reports showing payments taken by a user or users in a designated group 		

<ul style="list-style-type: none"> - Reports detailing the allocation of money received to multiple income votes including the amounts taken in Respect of contempt of court - Reports showing payment transactions cancelled by supervisor - Reports showing the cashier that were active on the system by user group - Reports showing the fines have been re-installed subsequent to payments being dishonoured (e.g. EFT payments) - Audit trails and reports as necessary for auditing purposes - User authorisations to allow system administrator to nominate the transactions a user to perform on the System. 		
<p>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, electronic payment of fines after electronic validation of the fine payments on the contractor system, electronic updating of the contractor system with fine payments so taken, electronic transfer of money taken for fines into the Local Authority's bank account.</p> <p>Please note: The Local Authority's prior approval is required before the electronic payment of fines may be implemented.</p>		
Enable the viewing of offence details and images captured by the cameras on the websites of the Local Authority and other service providers with whom the Local Authority has agreements by providing such offence details and images to the Local Authority and its service providers.		
<p>Provide monitors for public viewing of offence details and images captured by the cameras.</p> <p>Provide the Local Authority daily with a consolidated data file of all categories of traffic fines payable in order to achieve the payment of as envisaged above.</p>		
Import a daily consolidated data file received from the Local Authority of all categories of traffic fine.		
Offender Tracking and Call Centre		
<p>Establish and operate an on-site call centre within the service centre which shall be utilised to perform the following functions:</p> <ul style="list-style-type: none"> - Notify offenders of outstanding notices, summonses, warrant of arrests, etc via SMS, e-mail or other electronic needs, - Trace offenders with inaccurate address details telephonically - Updates contractor system with change of offender details - Remind offenders of upcoming court dates - Notify offenders of warrants of arrest authorises - Any other activity that may be necessary to assist or trace offenders. 		
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 Local Authority		
Trace offenders who cannot be reached by introducing and utilising 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.		
Create and maintain an offender database with the most recent known and confirmed particulars of offenders including full name, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained.		
Utilise the confirmed particulars in the offender database in the first instance for the production of notices and summonses.		
Ensure that the contractor system has the facility to produce reports detailing conflict between the information captured and the information received from the eNaTIS system		

Ensure that the contractor system has the facility to record the registration numbers of vehicles using false plates and to prevent notices being sent to the legitimate owners of such vehicles.		
Provide reports to the Local Authority giving details of habitual offenders and vehicles using false number plates.		
Implementation Plan (a copy must be attached to the tender document)		

Warrant Services & Mobile Traffic Assistance

Criteria	YES	NO
As a start up the contractor will supply the following at Supplier's cost		
6 x Mobile speed enforcement cameras		
4 x Fixed camera & ladder with 6 sites poles as determined by the Local Authority		
1 x Automatic Number plate recognition system – complete mobile roadblock bus		
20 x handheld ticket issuing devices		
As a minimum, the fixed and mobile digital enforcement system shall be compliant with the following: The Traffic surveillance and law enforcement system shall, as a minimum, be compliant with SANS 1795, including part 5, "Data capturing and recording devices for road traffic law enforcement equipment", certification of compliance shall be provided with the tender. Failure to do so shall result in the disqualification of the tender.		

The following compulsory documents must be accompanied with the tender or proposals and failure to provide such documentation shall constitute automatic disqualification:

Documents	Yes	No
Company profile		
Certificate of company registration (CK)		
SARS PIN		
CSD Report		
Company ownership status		
Professional Compliance Certificate		
Filled tender document		
Authority of Signatory		
Public Liability Insurance R1 Million and above		

CONTACTABLE REFERENCES

PROJECT NAME	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Excl VAT)	START DATE	COMPLETION DATE
A.				
B.				
C.				
D.				
E.				

Only letters from National, Provincial, Local Government (Municipalities) and State owned entities will be considered.

EXPERTISE AND CAPACITY

The proposal should reflect levels of expertise and capacity in the deliverance of tender requirements. **Functionality**

A weighted criteria with a possible maximum points has been set for Functionality. ***The Financial Proposal will only be evaluated if the Functionality scores is 90 points.***

NB: ONLY TENDERERS WHO QUALIFY MAY TENDER

A maximum of **120 points** will be awarded for a good and proven track record for the number of years in The Supply, Delivery, Installation And Commissioning Of A Comprehensive Traffic Law Enforcement Administration And Management Systems And The Supply, Delivery And Commissioning Of Traffic Law Enforcement And Prosecution Equipment To The Jb Mark Local Municipality

Tenderers must obtain a minimum of 90 points of the functionality points for their financial proposal to be considered.

NB: Proof of contract or appointment letter will only be accepted if it is accompanied by a completion certificate or reference letter.

EVALUATION ON FUNCTIONALITY

FUNCTIONALITY

Functionality of responsive Tenders submitted is evaluated according to the predetermined criteria described below, taking into account, among other factors, the quality, reliability and the technical capacity and ability of a Tenderer. A Tender will be deemed non-responsive if it fails to meet the minimum threshold for functionality which has been set at 90 points.

All necessary document must be submitted in order for functionality to be assessed.

	DESCRIPTION	MINIMUM	MAXIMUM
1.	PREVIOUS EXPERIENCE OF THE BIDDER 7 - above projects = 30 points 4-6 projects = 20 points 1 – 3 projects = 10 points <i>Appointment letter and Completion Certificates/Reference letter signed/stamped</i>	20	30
2.	FULLY EQUIPPED ROAD BLOCK BUS 1 Bus and above = 10 points No bus = 0 points <i>Proof of Ownerships must be attached</i>	10	10
3.	ROAD TRAFFIC ENFORCEMENT CAMERA 13 and above = 20 Points 9 – 12 = 15 Points 5 – 8 = 10 Points <i>Calibration Certificate must be attached</i>	20	20
4.	HAND HELD TICKET ISSUING DEVICE 21 and above = 20 Points 11- 20 = 10 Points 3 – 10 = 5 Points <i>(License/ Certificate/ Serial number must be attached)</i>	10	20
5.	BACK OFFICE Provide details of innovative processes to ensure payment of fines. Substantiating documentation to be marked “ANNEXURE A” 4 Vendors or more = 30 points 1 – 3 Vendors = 15 Points No Vendors = 0 Points <i>Proof must be attached</i>	20	30
6.	PROFESSIONAL COMPLIANCE TCSP guidelines NPA(National Prosecuting Agency) and SANS 1795 (<i>Certified of registration must be attached</i>)	10	10
	TOTAL Note: The minimum score be 90 out of 120 to be considered in the next evaluation phase, failure to meet 90 will result in automatic disqualification. Evaluation	90	120

A TENDER WILL BE DEMED NON-RESPONSIVE IF IT DOESN'T SCORE THE MINIMUM THRESHOLD SCORE OF 90 POINTS OR IF IT DOESN'T MEET THE MINIMUM THRESHOLD SCORE PER CATEGORY AS OUTLINED ON TH FUNCTIONALITY TABLE

2.2.2 Responsive (acceptable) tenders

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

- Could detrimentally affect the scope, quality, or performance of the works;
- Changes the Employer's or the Tenderers risks and responsibilities under the contract; or
- Would affect the competitive position of other Tenders' presenting responsive tender, it was to be rectified.

2.2.3 Non-responsive tenders

If the tender does not meet the requirement or is not responsive, it will be rejected by the Employer, and may not subsequently be made acceptable to the Employer by correction or withdrawal of the non-conforming deviation or reservation.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

FINANCIAL PROPOSAL

- a, The Service Provider will be entitled to invoice the JB Marks Local Municipality on a monthly basis for each finalised (paid) case in the following manner:
- In respect of a finalised case of Handwritten section 341 – 40%
 - In respect of a finalised case of Camera section 341 – 40%
 - In respect of a finalised case of Handwritten section 56 – 40%
 - In respect of finalised Non Traffic fine offences (Miscellaneous payment – 20%

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

The successful bidder will sign a service level agreement(SLA) within 14 days of the acceptance of the appointment letter.

NB: THIS BID IS ONLY EVALUATED ON FUNCTIONALITY AND SPECIFIC GOALS

CERTIFICATE OF MUNICIPAL SERVICES

Information required in terms of the JB Marks Local Municipality's Supply Chain Management Policy, Clause 28 (i) (c)(ii).

Re-Tender Number:	36/2025
Name of Bidder:	

DETAILS OF THE BIDDER/S: Proprietor /Director(s) / Partners, etc:	
Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all names, please attach the additional details to the tender document.			
Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned, (full name in block letters)
 certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days

 Signature
 thus done and signed for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2025

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed
NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

NAME OF BIDDER		RE-TENDER NO	36/2025
CLOSING DATE	19/01/2026	CLOSING TIME	12:00

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

- Required by: Mr. Kgomoiso Kumba
- At: Potchefstroom
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)?*YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

FORM OF OFFER AND ACCEPTANCE COMPULSORY TO COMPLETE

RE-TENDER NO: : THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A COMPREHENSIVE TRAFFIC LAW ENFORCEMENT ADMINISTRATION AND MANAGEMENT SYSTEMS AND THE SUPPLY, DELIVERY AND COMMISSIONING OF TRAFFIC LAW ENFORCEMENT AND PROSECUTION EQUIPMENT TO THE JB MARK LOCAL MUNICIPALITY FOR A PERIOD OF 36MONTHS.

OFFER

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

RE-TENDER NO: : THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A COMPREHENSIVE TRAFFIC LAW ENFORCEMENT ADMINISTRATION AND MANAGEMENT SYSTEMS AND THE SUPPLY, DELIVERY AND COMMISSIONING OF TRAFFIC LAW ENFORCEMENT AND PROSECUTION EQUIPMENT TO THE JB MARK LOCAL MUNICIPALITY FOR A PERIOD OF 36MONTHS.

The Tender Supplier, identified in the acceptance signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender. By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender identified in the tender data. **AS PER FUNCTIONALITY SCHEDULE** This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance, and returning one copy of this document to the tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name

Address

.....

.....

ACCEPTANCE

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

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

Signature(s)

Name(s)

Capacity

For the
Employer

.....
(Name and address of organization)

Date:

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative:	
3.2	
3.3	Identity number:	
3.4	Position occupied in the Company (director, trustee, shareholder ²):	
3.5	
3.6	Company Registration Number:	
3.7	Tax Reference Number:	
3.7	VAT Registration Number:	
	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	Yes / No
3.8.1	If yes, furnish the following particulars:	
	Name of person / director / trustee / shareholder member:	
	
	Name of state institution at which you or the person connected to the bidder is employed:	
	
	Position occupied in the state institution:	
	
	Any other particulars:	
	
3.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars.	Yes / No
	
	
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:	Yes / No
3.10.1	Name of person:	
	Name of state institution at which you or the person connected to the bidder is employed:	
	
	Position occupied in the state institution:	
	
	Any other particulars:	

3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars:	Yes / No
3.11.1	<p>If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	Yes / No
3.12.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	
3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	Yes / No
3.13.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p>	
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	Yes / No
3.14.1	If yes, furnish particulars:.....	
4. Full details of directors / trustees / members / shareholders		
THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE		
Full Name	Identity Number	Individual Tax Number for each Director
		State Employee Number / Persal Number
The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

¹ MSCM Regulations: "in the service of the state" means to be -

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the National Assembly or the National Council of Provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official or any Municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(e) a member of the accounting authority of any national or provincial entity; or

(f) an employee of Parliament or a provincial legislature.

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

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); and

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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 points is allocated for price on the following basis:

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. 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 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 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 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 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 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)	Proof of Documents	No proof No points (To be completed by the Tenderer)
1. Historically Disadvantaged Individual (Black Person)	10	1. Certified Identity Document.	
2. Youth	2	2. Certified Identity Document.	
3. Female Director	1	3. Certified Identity Document.	
4. Disabled Director	1	4. A Medical Report and Functional Assessment report compiled by a medical practitioner recognised by the South African Social Security Agency (SASSA), confirming disability.	
5. JB Marks Local Municipality	3	5. Municipal rates and taxes or service account of company and all Directors OR Lease Agreement	

		older than 3 months, with proof of payment from the landlord.	
6. DR Kenneth Kaunda District	2	6. Municipal rates and taxes or service account of company and all Directors or Lease Agreement older than 3 months, with proof of payment from the landlord.	
7. North West Province	1	7. Municipal rates and taxes or service account of company and all Directors or Lease Agreement older than 3 months, with proof of payment from the landlord.	
TOTAL GOALS	SPECIFIC 20		

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.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **JB Marks Local Municipality** (the District Municipality) in accordance with the requirements and specifications stipulated in bid number 36/2025: **THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A COMPREHENSIVE TRAFFIC LAW ENFORCEMENT ADMINISTRATION AND MANAGEMENT SYSTEMS AND THE SUPPLY, DELIVERY AND COMMISSIONING OF TRAFFIC LAW ENFORCEMENT AND PROSECUTION EQUIPMENT TO THE JB MARK LOCAL MUNICIPALITY.FOR DEPARTMENT COMMUNITY SAFETY** at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **JB Marks Local Municipality** during the validity period indicated and calculated from the closing time of bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - SARS Pin;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for specific goals in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

- 2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
- 3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
- 4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 5. I confirm that I am duly authorised to sign this contract.

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

(i) (Sole Supplier) (Full names..... (Identity Nr)

(ii) (Registered name of Company/ Close Corporation).....

(Registration Nr.).....) and herein represented by, in

his/ her capacity asduly authorised thereto **according to a Directors/Members resolution of which a copy is attached)**

SIGNED AT **ON THIS**..... **DAY OF**..... **2025**

SIGNATURE.....

CAPACITY.....

WITNESSES

1.....

2.....

DATE:

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

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

- 1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
(b) Practice number:
(c) Telephone and cell number:
(d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

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

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

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

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

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE FILLED IN BY THE JB MARKS LOCAL MUNICIPALITY)

I Mr K Kumbe in my capacity as Municipal Manager accept your bid under reference number :36/2025 THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A COMPREHENSIVE TRAFFIC LAW ENFORCEMENT ADMINISTRATION AND MANAGEMENT SYSTEMS AND THE SUPPLY, DELIVERY AND COMMISSIONING OF TRAFFIC LAW ENFORCEMENT AND PROSECUTION FOR DEPARTMENT COMMUNITY SAFETY JB MARK LOCAL MUNICIPALITY dated for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT **ON THIS** **DAY OF**2025

SIGNATURE
NAME (PRINT) **MR K KUMBE**
MUNICIPAL MANAGER

OFFICIAL STAMP

WITNESSES

1.....

2.....

DATE.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract. .
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I,..... the undersigned, in submitting the accompanying bid: **Tender NO36/2025 THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A COMPREHENSIVE TRAFFIC LAW ENFORCEMENT ADMINISTRATION AND MANAGEMENT SYSTEMS AND THE SUPPLY, DELIVERY AND COMMISSIONING OF TRAFFIC LAW ENFORCEMENT AND PROSECUTION EQUIPMENT TO THE JB MARK LOCAL MUNICIPALITY** in response to the invitation for the bid made by: **JB MARKS LOCAL MUNICIPALITY** do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....

Signature

Date

.....

.....

.....

Position

Name of the Bidder

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

AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

Name			
Contact number	()		
Address of office submitting the Tender			
Telephone no	()		
Fax no	()		
E-mail address			

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on *(date)*.....

Mr./Ms.....has been duly authorized to sign all documents in connection with tender number 36/2025: : **THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF A COMPREHENSIVE TRAFFIC LAW ENFORCEMENT ADMINISTRATION AND MANAGEMENT SYSTEMS AND THE SUPPLY, DELIVERY AND COMMISSIONING OF TRAFFIC LAW ENFORCEMENT AND PROSECUTION EQUIPMENT TO THE JB MARK LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS** and any contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS / HER CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

JB MARKS LOCALMUNICIPALITY GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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General Conditions of Contract	
1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 "Contract" means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12 "Force majeure" means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>1.15 "Goods" means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.</p> <p>1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p>

General Conditions of Contract	
	<p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> <p>6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.</p>
7. Performance security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque. <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative</p>

General Conditions of Contract	
	<p>of the purchaser or an organization acting on behalf of the purchaser.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The provider shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.</p>
11. Insurance	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.</p>
13. Incidental services	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.</p>
14. Spare parts	<p>14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

General Conditions of Contract	
	(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	<p>15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p>
17. Prices	<p>17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Increase / decrease of quantities	<p>18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.</p>
19. Contract amendments	<p>19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
20. Assignment	<p>20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
21. Subcontracts	<p>21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.</p>
22. Delays in the provider's performance	<p>22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.</p> <p>22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.</p> <p>22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and</p>

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	to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.
23. Penalties	23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
24. Termination for default	<p>24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:</p> <p>(a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 22.2;</p> <p>(b) if the provider fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.</p> <p>24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>(i) the name and address of the supplier and / or person restricted by the purchaser;</p> <p>(ii) the date of commencement of the restriction;</p> <p>(iii) the period of restriction; and</p> <p>(iv) the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
25. Anti-dumping and counter-vailing duties and rights	25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
26. Force Majeure	<p>26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of</p>

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	such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
27. Termination for insolvency	27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
28. Settlement of Disputes	<p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.</p>
29. Limitation of liability	<p>29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and/or damages to the purchaser; and</p> <p>(b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
30. Governing language	30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
31. Applicable law	31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
32. Notices	<p>32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
33. Taxes and duties	<p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.</p>
34. Transfer of contracts	34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.
35. Amendment of contracts	35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

BID REQUIREMENTS OF JB MARKS LOCALMUNICIPALITY

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED

CENTRAL SUPPLIER DATABASE (CSD) NO:

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:

NUMBER

FACSIMILE: AREA CODE:

NUMBER

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted

Yes / No

Income Tax Number

Name of taxpayer

Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

Company or CC Registration No

Are you the accredited representative in South Africa for the goods / services offered by you?

YES NO / NOT APPLICABLE

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

PAST EXPERIENCE

Tenderers must furnish hereunder details of similar services (**The supply, delivery, installation and commissioning of a comprehensive traffic law enforcement administration and management systems and the supply, delivery and commissioning of traffic law enforcement and prosecution equipment to the JB Marks Local Municipality**), which they have satisfactorily completed in the past.

EMPLOYER	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NUMBER

DATE

SIGNATURE OF TENDERER

REQUIRED DOCUMENTATION

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested