

PHOKWANE LOCAL MUNICIPALITY



TENDER NO: PL02/TBO/1022

DESCRIPTION: PROPOSAL FOR THE SUPPLY AND INSTALLATION OF A FULLY COMPREHENSIVE TRAFFIC MANAGEMENT LAW ENFORCEMENT BACK-OFFICE SYSTEM AND TRAFFIC LAW ENFORCEMENT EQUIPMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Closing Date: 28 October 2022 AT 12:00pm

Company	
Contact Person	
Telephone Number	
Facsimile	
Tender amount (VAT inclusive)	
Delivery Date	

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**PHOKWANE LOCAL MUNICIPALITY
INVITATION TO BID**

TENDER NO: PL02/TBO/1022
**PROPOSAL FOR THE SUPPLY AND INSTALLATION OF A FULLY COMPREHENSIVE TRAFFIC
MANAGEMENT LAW ENFORCEMENT BACK OFFICE SYSTEM AND TRAFFIC LAW ENFORCEMENT
EQUIPMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Phokwane Local Municipality hereby invites prospective service providers to submit tenders for the:
**PROPOSAL FOR THE SUPPLY AND INSTALLATION OF A FULLY COMPREHENSIVE TRAFFIC MANAGEMENT LAW
ENFORCEMENT BACK OFFICE SYSTEM AND TRAFFIC LAW ENFORCEMENT EQUIPMENT FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**

This BID will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2017 pertaining to the PPPF Act (No 5 of 2000) and the Supply Chain Management Policy of Phokwane Local Municipality. Phokwane Local Municipality is not bound to accept the lowest bid or award a contract to the bidder scoring the highest points.

The tender documents are downloadable from the municipal website (www.phokwane.gov.za) and ETender portal. The closing date for submissions is **28 October 2022 at 12h00**. Bids will be opened in public immediately after the stated closing time.

Tenders' documents clearly marked: **PL02/TBO/1022 - PROPOSAL FOR THE SUPPLY AND INSTALLATION OF A FULLY COMPREHENSIVE TRAFFIC MANAGEMENT LAW ENFORCEMENT BACK-OFFICE SYSTEM AND TRAFFIC LAW ENFORCEMENT EQUIPMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS** must be deposited in the Tender Box of the Phokwane Local Municipality at the Reception area, Ground floor, Hartswater Municipal building, 24 Hertzog Street, Hartswater. **Enquiries** on technicalities may be directed to Mr MSM Mmusi at tel. (053) 474 9700 and for supply chain matters to Mrs. M. Viljoen at tel. (053) 474 9700 during office hours.

The Municipality reserves the right to partial acceptance of one or more bids, to withdraw any invitation to tender and/or to re-advertise or to reject any tender. If no response is received in Ninety (90) days after the closing date, consider your BID unsuccessful.

NB: that faxed, e-mailed or late quotations will not be accepted.

Ms B Mgaguli
Acting Municipal Manager
Phokwane Local Municipality

Scope of work and functionality evaluation criteria

PROPOSAL FOR THE SUPPLY AND INSTALLATION OF A FULLY COMPREHENSIVE TRAFFIC MANAGEMENT LAW ENFORCEMENT BACK-OFFICE SYSTEM AND TRAFFIC LAW ENFORCEMENT EQUIPMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Phokwane Local Municipality is seeking the services of a Service Provider which has the expertise, capabilities, technical support and experience of at least 15 years for the provision of a Comprehensive Management Law Enforcement Back Office System for a period of thirty-six (36) months.

SCOPE OF WORK

1.1 BACK OFFICE CONTRAVENTION MANAGEMENT SYSTEM

The Service Provider shall ensure that:

- Fully operational service centre by the service provider on the located premises of the local authority.
- 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.
- 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)
- 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 provider at all times to ascertain compliance with all terms and conditions of this agreement.
- The Service Provider shall be responsible to manage 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.
- The Service Provider shall appoint at its own costs qualified local personnel for the back-office and call centre.
- The Service Provider shall give the necessary training to the personnel mentioned in the previous paragraph.
- The Service Provider shall give the necessary training to the relevant personnel employed by Mahikeng Local municipality on the traffic contravention system if another contravention system other than the one in use by Mahikeng Local Municipality is to be used.
- The Service Provider shall supply its own hardware including computers and printers for the back office.
- The Service Provider shall be responsible for the software license for at least **[0] users** but not limited.
- The Service Provider shall be responsible for all the communication lines of the back office, which include telephone communication lines and lines linking all the computers of traffic contravention system and Wi-Fi & Internet.
- The Service Provider shall be 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 Mahikeng Local Municipality is to be used.
- The contravention system shall have an eNATIS interface for the downloading of details of the registered owners of offending vehicle

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

- Section 341 notices.
- Notice before summonses.
- All the sizes consol paper that are needed.
- Section 54 summonses.
- 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 [insert municipal name]

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 registers (section 54 and 56 notices).
- Section 54 notices.
- Representation letters.
- Warrants of arrest letters.

►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

►Printing reports for internal use:

- Audit trials
- Outstanding representation results
- Habitual offender lists
- Concept Court Register
- Server analysis reports
- Any other reporting that may be required in the process

►Monthly Management reports for analysis and report back purposes:

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

►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.

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 [insert municipal name] 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 Mahikeng Local Municipality's I.T. Network.
- The Service Provider shall at its own cost ensure the provision of an acceptable backup system.

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 national 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

THE SERVICE PROVIDER SHALL PROVIDE THE FOLLOWING EQUIPMENT:

1.2 ROAD TRAFFIC ENFORCEMENT CAMERA SYSTEM

(a) Minimum system requirements

- SANS 1794 compliance and certified as "type approved" by an independent laboratory
- TCSP Guideline compliant

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

▶ 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

▶ 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 purposes 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

► For Laser requirements

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

(c) Communications

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

(d) Location identification

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

(e) Required night-time illumination

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

(f) 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

(g) 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
 - Capability 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 session 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

(h) Other elements

Configurable automated download to the integrated back-office of infringements via any network interface, Wi-Fi, 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
- Preset and on-site configuration of location codes
- On-site setup of red-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:

- 2 x Complete mobile speed law enforcement cameras for day and night operations with flash and or external flash and tripods.

1.3 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 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 like.
- 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, 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 Arrests and traffic offenders.

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

In the event that the AARTO Act is implemented in (enter name) 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 instruction 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 utilized for AARTO are adequately trained to perform their functions and that those staff that are using the eNatis system are, with the assistance of the Municipality, duly registered as

eNatis users with the correct authorizations and system profiles.

- 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) Perform 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 interfaces necessary to allow AARTO payments to be taken via the Municipality's cash receipting system and the Municipality's third party payment agents and for such payments to be validated and recorded on the NCR in real time.
- e) Record unacceptable cheques/RD cheques on the NCR
- f) 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 and prepare summonses
 - Serve summonses through summons servers authorized by the Municipality
 - Generate and prepare court rolls
 - Update outcomes of court proceedings on NCR
 - Record arrests
- g) Print AARTO reports, management information and statistics for the Municipality
- h) Record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP's
- i) Procure from the Government Printer or other suppliers where applicable, all AARTO stationery required by the Municipality, including infringements Notice books, application forms and pre-printed paper.

- i) Keep a sufficient stock of AARTO stationery to fulfill 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
- k) 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.
- l) Facilitate the creation of the Municipality's print files on the NCR for downloading to SAPO via the prescribed online interfaces to enable SAPO to print and post infringements and other documents via registered mail, or as prescribed by AARTO SOP's.
- m) Make payment to SAPO for any printing and posting of infringements, or other documents, on behalf of the Municipality
- n) Not accept cash payments, deal directly with the public or perform over-the-counter AARTO transactions
- o) Record unacceptable cheques/RD cheques on the NCR
- p) 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.

1.5 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 systems, configuring the systems, appointment and training of staff, delivery and setting up of camera systems, preparing for data migration and any other preparatory work that can practically be performed before the commencement date.
- 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, consumables, 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

1.7 FUNCTIONALITY

Proof of Contactable References is required, as indicated below, and must accompany each proposal. The bidder's tender will be evaluated on the following criteria and they must score 60 or higher out of 100 To be evaluated further:

The bidder must provide information as requested. Failure to provide evidence may result in the tender Not being evaluated further

	CATEGORY / CRITERIA	Maximum Points Attainable	Points claimed
1	BACK OFFICE FOR FINE COLLECTION	30	
1.1	Provide detail of innovative processes to Ensure payment of fines. Substantiating documentation to be marked "ANNEXURE A"		
1.1.1	>3 Vendors	30	
1.1.2	1 – 3 Vendors	25	
1.1.3	No Vendors	0	
2	SIMILAR EXPERIENCE IN TRAFFIC CAMERA VIOLATIONS	30	
2.1	6 – 10 Years	30	
2.2	4 – 6 Years	25	
2.3	1 – 3 Years	15	
3	Number of end-to-end sites currently in Operation	30	
	7+ sites	30	
	4-6 sites	25	
	1-3 sites	10	
4	LOCAL ECONOMIC DEVELOPMENT	10	
	Bidder situated in Northern Cape	8	
	Frances Baard District Municipality	10	
	Bidder situated in outside the Northern Cape Province	5	
		100	

CRITERIA	POINTS ALLOCATED
Front & Back office	40
Warrant services & Mobile Traffic Assistance	30
Professional Compliance	30
Total Points	100

Technical Criteria	Description	Points	Total Points
Front & Back Office	Support Operations	10	40
	Service Centre	4	
	Operations	4	
	Summons Serving	4	
	Payment Facilities	4	
	Offender Tracking & Call Centre	4	
	Implementation Plan (A copy must be attached to the tender document)	10	

Warrant Services & Mobile Traffic Assistance	2 x Complete mobile speed law enforcement cameras	5	30
	1 x Fully operational, automatic number plate recognition system mobile roadblock bus with roadblock trailer	5	
	2 x Handheld ticket issuing devices	5	
Professional Compliance	Equipment to be certified according to TSCP guidelines, NPA (National Prosecuting Agency) and SANS 1795. (Certificate of registration must be attached)	10	20
	Proof for at least Local Authorities, Provincial & Metro's where they are currently rendering a Comprehensive Traffic Management Law Enforcement Back Office Service.	10	
Total	Note: The minimum score be 70 out of 100 to be considered in the Next evaluation phase, failure to meet 70 will result in automatic disqualification. Evaluation	100	100

1. Front and Back Office

Criteria	Points	Total points
Support Operations:	12	60
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.	0.5	
Conduct field surveys and produce statistics on road usage and offence patterns at specific sites as and when directed by die local Authority in order to assist the violation enforcement as required.	0.5	
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;	0.5	
Comply with any requirements from the Local Authority in respect of fixed camera installations and supply any additional equipment as may be specified by die Local Authority from time to time in order to facilitate inspection and operation of the cameras;	0.5	
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;	0.5	
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 the Local Authority replacement cameras must be comply with all requirements in term of this contract;	0.5	
Calibrate the cameras at 6 (six) monthly interval, or as required by the Director of Public Prosecutions (DPP) and as published in the prosecution guidelines, or at such other as may be required by die Local Authority from time to time and ensure that the calibration certificates are provided to the Local Authority;	0.5	
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 die local Authority.	0.5	
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;	0.5	
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;	0.5	

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;	0.5	
Upload all cameras images and data and capture any additional particulars as may be required to successfully prosecute the offence.	0.5	
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.	0.5	
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.	0.5	
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.	0.5	
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.	0.5	
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.	0.5	
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.	0.5	
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;	0.5	
Produce expert evidence in court (either documentary or viva voce) supporting the use of the cameras for the purposes 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.	0.5	
Upload statistics gathered by the cameras after every session and make the statistic available to the Local Authority in an acceptable format as and when required, including the number of the vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation and the 85 th percentile.	0.5	
Provide the Local Authority with a system for remote monitoring of camera operation and wireless uploading off offences from fixed cameras.	0.5	
Provide real-time updates relating from payments received from Mobile roadblocks, pay points and electronic services.	0.5	
Service Centre:	5.5	
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.	0.5	
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.	0.5	
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.	0.5	
Provide and operate a contractor system software package developed for the administration and management of Traffic and BT-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1997).	0.5	
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).	0.5	
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.	0.5	
Appoint such number of contractor employees as required by the contractor in order to fulfill its obligations in terms of the provisions of this agreement.	0.5	
Provide adequate management expertise and supervision in the service centre to effectively manage all its functions.	0.5	
Ensure that all contractor employees are suitably qualified and/or trained to perform.	0.5	
Ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement.	0.5	

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.	0.5	
Operations:	7	
Automatically update the contractor system by importing offence records from camera related offences.	0.5	
Capture the data related to the following: Section 341 notices issued Section 56 notices issued Representations received from offenders Representation results Court results Authorization of Warrant of Arrest Name and address changes Change of offender detail Return of service of summonses Execution of Warrant of Arrest	0.5	
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.	0.5	
Establish an interface with the e-NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the e-NaTIS system.	0.5	
Generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary: Section 341 notices (camera mailers) Notification of No Admission of Guilt offence Notification of Red Light Violation offences Warrant of Arrest notices Letters to obtain details of responsible person in case of company vehicles Representation acknowledge letters Representation result letters General letters Any other documentation required for the successful operation of the Service Centre	0.5	
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.	0.5	
Include a full color image and relevant offence details on Section 341 notices.	0.5	
Generate, print and process the following Court related documentation by Court: Section 54 Summonses Court Rolls Section 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 Warrant of Arrest Register Any other Court related documentation that may be required by the Courts or the local authority.	0.5	
Prepare daily "mail bags" containing all documentation for dispatch to the local authority's various offices managing the court administration of the respective Courts.	0.5	
Generate, print and process the following reports for internal use: Audit trials Concept Court Register Summons Server productivity analysis reports Any other reporting that may be required in the process.	0.5	

<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 and camera offences showing the number of offences, values, actual payments, success rates, withdrawal, untraversable and outstanding offences, Comparison of monthly offences volumes. Number and value of payments received by the Local Authority and income generated.</p> <p>The number and value of fines reduced versus the number and value of fines originally issued.</p> <p>Status of all offences at the various processing stages.</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 off the roll per month.</p> <p>Number of withdrawals per court per month</p> <p>Number of warrants of arrest authorized 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>	0.5	
<p>Ensure that general housekeeping procedures are established and performed in respect of the contractor 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 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>	0.5	
<p>Ensure the contractor system is capable of controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users.</p>	0.5	

Fixed camera to be moved to approved sites on intervals as per directive of the local Authority.	0.5	
Summons Serving:	6	
Ensure that summonses are successfully served inside and outside the boundaries of the Local Authority in strict compliance with all applicable legislation, judicial guidelines, authorizations and directives from the local authority.	0.5	
Ensure that summonses are served within 6 (six) months of the date of offence, provide 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.	0.5	
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.	0.5	
Ensure that serving agents appointed to serve summonses within the boundaries of the local authority are duly authorized and approved by the contractor system.	0.5	
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 authorized by the applicable Local Authorities to do so.	0.5	
Ensure that the contractor system is capable of registering all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance and the status of every summons at any time'.	0.5	
Take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorization and the law.	0.5	
Administer all summonses and the allocation therefore to serving agents, provided that the Local Authority will be responsible for stamping all summonses produced by the contractor system.	0.5	
Allow the checking and stamping of summonses by the Local Authority's employees as and when required.	0.5	
Facilitate and support the serving of summonses by the Local Authority's employees at roadblocks, or as and when determine by the Local Authority	0.5	
Provide a facility for immediate or on-site production of summonses at roadblocks for the purpose of serving on offenders that have been apprehended at the roadblocks.	0.5	
Take responsibility for the serving and finalization of summonses emanating from the legacy system of the Local Authority and not yet served at date of commencement of this agreement.	0.5	
Payment Facilities:	3.5	
<p>Ensure that the contractor system has an integrated cashiering facility that enables the cashier to take spot fines, admission of guilt fines and contempt of court fines online at remote workstations.</p> <p>Ensure that the contractor system provides for the following in respect of cashiered transactions:</p> <ul style="list-style-type: none"> - System printed receipts - Show balance of outstanding fine amounts on receipts - Receipts reprints by authorized supervisor - Cancellation of payment transactions only by authorized supervisor - Taking of payment before the corresponding notices have been captured - Daily cashing-up showing the daily transactions for the cashier and giving the amounts taken by payment Type (cash,cheque,etc) - Daily reports showing payments taken in respect of each Court - Daily reports showing payments taken by a user or users in a designated group - 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 dishonored (e.g. RD Cheques) - Audit trails and reports as necessary for auditing purposes - User authorizations to allow system administrator to nominate the transactions a user to perform on the System. 	0.5	
<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>	0.5	

Enable the viewing of offence details and images captured by the cameras on the websites of the Local Authority and other service providers with who the Local Authority has agreements by providing such offence details and images to the Local authority and its service providers,	0.5	
Provide monitors for public viewing of offence details and images captured by the cameras. 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,	0.5	
Import a daily consolidated data file received from the local Authority of all categories of traffic fine,	0.5	
Offender Tracking and Call Centre	3.5	
Establish and operate an on-site call centre within the service centre which shall be utilized to perform the following functions: <ul style="list-style-type: none"> - Notify offenders of outstanding notices, summonses, warrant of arrests, etc via SMS,e-mail or other 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 authorizes - Any other activity that may be necessary to assist or trace offenders, 	0.5	
Take effective steps to ensure that call center employees conduct the various types of telephone calls to offenders in accordance with scripts approved by the Local Authority	0.5	
Trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up to date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like.	0.5	
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 resent or more accurate particulars of an offender is obtained	0.5	
Utilize the confirmed particulars in the offender database in the first instance for the production of notices and summonses.	0.5	
Ensure that the contractor system has the facility to produce reports detailing conflicts between the information captured and the information received from the eNaTIS system Ensure that the contractor system has the facility to record the registration numbers of vehicles using false plates and to prevent notices being send to the legitimate owners of such vehicles.		
Provide reports to the Local Authority giving details of habitual offenders and vehicles using false number plates.	0.5	
Implementation Plan (a copy must be attached to the tender document)	22.5	

Warrant Services & Mobile Traffic Assistance

Criteria	Points	Total Points
As a start up the contractor will supply the following at Contractor's cost:	5	
3 x Mobile speed enforcement cameras	5	
3 x Fixed camera & ladder with 6 site poles as determined by the Local Authority	5	
1 x Automatic Number plate recognition system – complete mobile roadblock bus	5	
20 x handheld ticket issuing devices	5	
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.		

1.8 SERVICE FEE

- The fees referred to relates to the cost of work associated with the Services, including the supply of personnel, equipment, general operating costs, telecommunications, network connections, vehicle operating costs, postage, serving of summonses, calibration of camera equipment, executing warrants of arrest at the roadside, and overhead costs such as maintenance and insurance.
- For the purposes of this Schedule 3, "Infringement notice" includes Section 54 summonses, Section 341 notices and Section 56 notices.
- Any additional service fees for the supply of any additional services will be agreed between the Parties and this Schedule 3 shall be amended accordingly.
- The Local Authority shall make monthly payments of the Service Fee within 30 days from date of invoice, which invoice will be based on records of payments made as reflected by the Systems.
- When reverse payments are authorized by Court, the tenderer shall bear the costs of such reverse payments.

PRICING SCHEDULE

Item no	Description and Specification	Quantity	Price per	Total Price (Including vat)
1.	Fixed price	As required		R
		TOTAL		R

Conditions:

All prices quoted must be inclusive of VAT

If the price schedule is not signed the bid will not be considered

No tip-ex or correction fluid to be used on the quotation documentation – will lead to instant disqualification.

SIGNATURE OF BIDDER

CAPACITY OF BIDDER

1.2: TENDER CONDITIONS AND INFORMATION

1. General and special conditions of contract

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

2. Acceptance or Rejection of a tender

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept part of it. The municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points. The municipality reserves the right to waive any requirements as contained in the bid conditions and or specifications.

3. Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

4. VAT

Price(s) quoted must be firm and must be inclusive of VAT.

5. Registration on central supplier database

It is expected of all prospective service providers who are not yet registered on the central supplier database to register without delay on the prescribed form. The municipality reserves the right not to award tenders to prospective suppliers who are not registered on the database.

6. Completion of Tender Documents

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Failure to do so will result in the disqualification of the tender.
- b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- c) The complete tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

7. Compulsory Documentation

7.1 Tax Clearance Certificate

- a) A copy of a Tax Compliance Status Pin or a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.
- c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

7.2 Municipal Rates, Taxes and Charges

- a) A copy of the bidder's (in the name of the company and/or lease agreement) and / or those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.
- c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

- d) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.
- e) Must be current municipal account.

8. Compulsory statutory supporting documents

- a) Certified copies of Identity Documents of members / shareholders / directors of the company (original stamp not older than 3 months).
- b) Valid CIPC documents / copies of company registration documents.
- c) Declaration of interest forms duly completed (MBD documents).
- d) General conditions of contract must be properly signed.
- e) Local content documents to be complete (when applicable)

9. Conditions

Comply with conditions as specified in the Bid documents and / or specification documents.

10. Quotation

- a) Specifications must be disclosed on the quotation.
- b) Quotation must be properly signed and must be on the company's letterhead.

11. Site / Information Meetings

- a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

12. Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

13. Quantities of Specific Items

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

14. Submission of Tender

- a) The tender should be clearly marked and must be submitted to 24 Hertzog Street, Hartswater.
- b) Faxed and late tenders will not be accepted.

15. Expenses Incurred in Preparation of Tender

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

16. Contact with Municipality after Tender Closure Date

Bidders shall not contact Phokwane 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 attention of Phokwane Local Municipality, it should do so in writing. Any effort by the firm to influence Phokwane Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

17. Opening, Recording and Publications of Tenders Received

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- c) Faxed and late tenders will not be accepted.

18. Evaluation of Tenders

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

19. Procurement Policy

Bids will be evaluation in terms of the 80 (price) /20 (B-BBEE status) preferential point system. Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

20. Contract

The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

21. Subcontracting

- a) The service provider shall not subcontract the whole of the Contract.
- b) Except where otherwise provided by the service provider, the service provider shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- c) The contractual relationship between the service provider and any subcontractors selected by the service provider in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the service provider had appointed the subcontractor in terms of paragraph (b) above.
- d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the service provider from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the service provider, his agents or employees.

22. Language of Service Provider

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

23. Extension of Contract

The contract with the successful bidder may be extended on the basis of performance with a period not exceeding 15% of the original contract.

24. Wrong Information Furnished

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

25. Past Practices

- a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.
- c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favor, hospitality or any other benefit in any improper way, with this or any past tender.

26. Validity of BEE certificates:

- a) **If the certificate was issued by a verification agency the following must be on the face of the certificate:**
SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.
- b) **If the certificate was issued by registered auditors approved by IRBA**
Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an certified copy of the original.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

27. Letter of Good Standing from the Commissioner of Compensation

- a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.
- b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.
- c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.
- f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

28. Authorized Signatory

- a) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

29. Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

30. SABS Approved

Product must be SABS approved.

31. In the case of a Trust, Consortium or Joint venture the following will apply:

- i) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;
- ii) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;
- iii) The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.
- iv) All members of the Trust, Consortium or Joint venture must submit, with the bid documents:
 - a) A valid tax clearance certificate or SARS tax pin, individually;
 - b) an agreement that clearly provides clarity of Profit and liability sharing; and
 - c) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement.
- v) For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

1.3: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
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32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p>

General Conditions of Contract

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| | <p>1.3 "Contract price" means the price payable to the supplier 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 anything 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 supplier 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 supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</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 supplier 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 supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</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> |
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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 supplier 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, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</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 supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</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 supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</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>

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	<p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</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> <p>(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</p> <p>(b) an cashier's or certified cheque.</p> <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 supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</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 of the Department or an organization acting on behalf of the Department.</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 supplier.</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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</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 supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</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</p>

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	additional requirements, if any, specified in SCC, and in any subsequent instruction ordered by the purchaser.
10. Delivery and documents	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental Services	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</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 supplier of any warranty obligations under this contract; and e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
14. Spare parts	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <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 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 supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</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 in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p>

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	<p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier 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 supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, Provincial department or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the</p>

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	contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
23. Termination for default	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ol style="list-style-type: none"> if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> the name and address of the supplier and / or person restricted by the purchaser; the date of commencement of the restriction; the period of restriction; and the reasons for the restriction. <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>23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>

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24. Anti-Dumping and countervailing duties and rights	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
25. Force Majeure	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
26. Termination for insolvency	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
27. Settlement of disputes	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ol style="list-style-type: none"> the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and the purchaser shall pay the provider any monies due the supplier.
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ol style="list-style-type: none"> the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	<p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>

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31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 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>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIPP)	<p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
34. Prohibition of restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchase may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT I HAVE READ AND UNDERSTOOD THE GENERAL CONDITIONS OF CONTRACT.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

1.4: GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT

1. DEFINITIONS	
Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.	
2. GENERAL	
2.1 Introduction	<p>This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.</p> <p>The guideline consists of two parts, namely: a written guideline; and three declarations that must be completed: Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C); Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D); and Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E).</p> <p>The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.</p> <p>Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.</p> <p>If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.</p> <p>NOTE: Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.</p>
2.2 What is local content	<p>According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.</p>
2.3 Categories: Imported and Local Content	<p>The tenderer must differentiate between imported content and local content.</p> <p>Imported content of a product by components/material/services is separated into two categories, namely: products imported directly by the tenderer; and products imported by a third party and supplied to the tenderer.</p>
2.3.1. Imported Content	<p>Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.</p> <p>Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.</p> <p>As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."</p> <p>2.3.1.1. Imported directly by the tenderer:</p> <p>When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.</p>

	<p>When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.</p> <p>2.3.1.2. Imported by a third party and supplied to the tenderer:</p> <p>When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.</p> <p>The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.</p> <p>When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.</p> <p>2.3.1.3. Exempt Imported Content:</p> <p>Exemptions, if any, are granted by the Department of Trade and Industry (the dti). Evidence of the exemptions must be provided and included in Annexure D.</p>
2.3.2. Local Content	Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.
3. ANNEXURE C	
3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule	<p>Note: The paragraph numbers correspond to the numbers in Annexure C.</p> <p>C1. Tender Number Supply the tender number that is specified on the specific tender documentation.</p> <p>C2. Tender description Supply the tender description that is specified on the specific tender documentation.</p> <p>C3. Designated products Supply the details of the products that are designated in terms of this tender (i.e. buses).</p> <p>C4. Tender Authority Supply the name of the tender authority.</p> <p>C5. Tendering Entity name Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).</p> <p>C6. Tender Exchange Rate Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.</p> <p>C7. Specified local content % Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.</p> <p>C8. Tender item number Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.</p> <p>C9. List of items Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.</p>

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

	<p>C25. Average local content percentage of tender The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).</p>
4. ANNEXURE D	
<p>4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”</p>	<p>Note: The paragraph numbers correspond to the numbers in Annexure D.</p> <p>D1. Tender number Supply the tender number that is specified on the specific tender documentation.</p> <p>D2. Tender description Supply the tender description that is specified on the specific tender documentation.</p> <p>D3. Designated products Supply the details of the products that are designated in terms of this tender (i.e. buses).</p> <p>D4. Tender authority Supply the name of the tender authority.</p> <p>D5. Tendering entity name Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).</p> <p>D6. Tender exchange rate Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.</p> <p><u>Table A. Exempted Imported Content</u></p> <p>D7. Tender item number Provide the tender item number(s) of the product(s) that have imported content.</p> <p>D8. Description of imported content Provide a list of the exempted imported product(s), if any, as specified in the tender.</p> <p>D9. Local supplier Provide the name of the local supplier(s) supplying the imported product(s).</p> <p>D10. Overseas supplier Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).</p> <p>D11. Imported value as per commercial invoice Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).</p> <p>D12. Tender exchange rate Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.</p> <p>D13. Local value of imports Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.</p> <p>D14. Freight costs to port of entry Provide the freight costs to the South African Port of the exempted imported item.</p> <p>D15. All locally incurred landing costs and duties Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.</p>

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments**D46. Type of payment**

	<p>Provide the type of foreign currency payment. (I.e. royalty payment for use of patent, annual license fee, etc.).</p> <p>D47. Local supplier making the payment Provide the name of the local supplier making the payment.</p> <p>D48. Overseas beneficiary Provide the name of the overseas beneficiary.</p> <p>D49. Foreign currency value paid Provide the value of the listed payment(s) in their foreign currency.</p> <p>D50. Tender rate of exchange Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.</p> <p>D51. Local value of payments Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).</p> <p>D52. Total of foreign currency payments declared by tenderer and/or third party The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.</p> <p>D53. Total of imported content and foreign currency payment The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.</p>
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5. ANNEXURE E

<p>5.1. Guidelines to completing Annexure E: “Local Content Declaration Supporting Schedule to Annexure C”</p>	<p>The paragraph numbers correspond to the numbers in Annexure E</p> <p>E1. Tender number Supply the tender number that is specified on the specific tender documentation.</p> <p>E2. Tender description Supply the tender description that is specified on the specific tender documentation.</p> <p>E3. Designated products Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).</p> <p>E4. Tender authority Supply the name of the tender authority.</p> <p>E5. Tendering entity name Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd Ltd).</p> <p>Local Goods, Services and Works</p> <p>E6. Description of items purchased Provide a description of the items purchased locally in the space provided.</p> <p>E7. Local supplier Provide the name of the local supplier that corresponds to the item listed in column E6.</p> <p>E8. Value Provide the total value of the item purchased in column E6.</p> <p>E9. Total local products (Goods, Services and Works) Total local products (goods, services and works) is the sum of the values in E8.</p>
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	<p>E10. Manpower costs: Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).</p> <p>E11. Factory overheads: Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)</p> <p>E12. Administration overheads and mark-up: Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.</p> <p>E13. Total local content: The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.</p>
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Annex C

Local Content Declaration - Summary Schedule

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

Note: VAT to be
 excluded from all

Pula EU GBP

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

Date:

(C25) Average local content % of tender

Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

A. Exempted imported content

Calculation of imported content

Summary

[illegible]

(D19) Total exempt imported value

**This total must correspond with
Annex C - C21**

B. Imported directly by the Tenderer

Calculation of imported content

Summary

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost exd VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer											

(D32) Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content

Summary

Imports by 3rd party suppliers to the vessel										Imports by 3rd party suppliers to the vessel	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
									(D45) Total imported value by 3rd party		

(D45) Total imported value by 3rd party

D. Other foreign currency payments

Calculation of foreign currency payments

Summary of payments

[illegible][illegible]

Signature of tenderer from Annex B

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

Date:

This total must correspond with
Annex C - C23

(E1)
(E2)
(E3)
(E4)
(E5)

Tendering Entity name:

Value

This total must correspond with Annex C - C24

Date:

2.1: RETURNABLE MBD DOCUMENTS

2.1.1 MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PHOKWANE LOCAL MUNICIPALITY.					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	12H00
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7.1)					

The tender should be clearly marked:					
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:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input checked="" 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	FINANCIAL SERVICES		COMMUNITY SERVICES	COMMUNITY SAFETY	
CONTACT PERSON	MARINDA VILJOEN		CONTACT PERSON	SMS MMUSI	
TELEPHONE NUMBER	053 474 9700		TELEPHONE NUMBER	053 474 9700	
E-MAIL ADDRESS	marinda@phokwane.gov.za		E-MAIL ADDRESS	mmusi@phokwane.gov.za	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/>YES <input checked="" type="checkbox"/>NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/>YES <input checked="" type="checkbox"/>NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/>YES <input checked="" type="checkbox"/>NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/>YES <input checked="" type="checkbox"/>NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/>YES <input checked="" type="checkbox"/>NO
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

**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:

2.1.2 MBD 2

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

1. In order to meet this requirement bidders are required to complete the full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate PIN number must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za or at our SCM office.
6. Applications for the Tax Clearance Certificates 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.

2.1.3 MBD 3.1

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		BID NUMBER	
CLOSING TIME		CLOSING DATE	

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

Item no.	Quantity	Description	Bid price in RSA Currency ** (ALL APPLICABLE TAXES INCLUDED)	
			Unit tariff	Total Cost

- Required by:
- At:
- 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

2.1.4 MBD 4

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 favoritism, 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	Identity Number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (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 particulars:	
<p>¹ MSCM Regulations: "in the service of the state" means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the National Assembly or the National Council of Provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official or any Municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial entity; or</p>		

(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.

3.9	Have you been in the service of the state for the past twelve months?	YES / NO
3.9.1	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.10.1	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	
3.11	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.11.1	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES / NO
3.12.1	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	
3.13	Are 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 particulars:</p> <p>.....</p> <p>.....</p> <p>.....</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	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	

4. Full details of directors / trustees / members / shareholders		
Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

2.1.5 MBD 6.1

PREFERENCE POINT CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included)
- 1.2 a) The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20		or	90/10	
Ps = 80	$1 - \frac{Pt - P \text{ min}}{P \text{ min}}$	or	Ps = 90	$1 - \frac{Pt - P \text{ min}}{P \text{ min}}$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

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

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted? (**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

- i. What percentage of the contract will be subcontracted
- ii. The name of the sub-contractor

iii. The B-BBEE status level of the sub-contractor

iv. Whether the sub-contractor is an EME or QSE
(*Tick applicable box*)

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

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

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

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

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc. [*TICK APPLICABLE BOX*]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:

8.8 Total number of years the company/firm has been in business:

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>a.</p> <p>b.</p>	<p style="text-align: center;">.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDER(S)</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p>
--	--

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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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:

$$LC = [1 - \frac{x}{y}] \times 100$$

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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated 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](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

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

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

(Tick applicable box)

YES	NO
-----	----

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by 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.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the 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: PHOKWANE LOCAL MUNICIPALITY

NB

- 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.
- 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/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- The facts contained herein are within my own personal knowledge.
- I have satisfied myself that
 - 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;
- 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 / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

2.1.7 MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 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)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

a)

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the supply of goods/works
indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the
contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

i)
....

ii)

2.1.8 MBD 8

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

CERTIFICATION MBD 8

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

2.1.9 MBD 9

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. takes all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

PHOKWANE 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)

2. I have read and I understand the contents of this Certificate;
3. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
4. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
5. 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;
6. 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
7. 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.
8. 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.
9. 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.
10. 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.

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.**

.....
Signature	Date
.....
Position	Name of Bidder

2.2: RETURNABLE SCHEDULES
2.2.1 PROOF OF CSD REGISTRATION

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

2.2.2 TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

2.2.3 PROOF OF CURRENT MUNICIPAL RATES, TAXES AND CHARGES

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

**2.2.4 CERTIFIED COPIES OF IDENTITY DOCUMENTS OF MEMBERS/
SHAREHOLDERS / DIRECTORS OF THE COMPANY (ORIGINAL
STAMP NOT OLDER THAN 3 MONTHS)**

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

2.2.5 VALID CIPC DOCUMENTS / COPIES OF COMPANY REGISTRATION DOCUMENTS

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

2.2.6 BBBEE CERTIFICATE – ONLY THE FOLLOWING ORIGINAL BBBEE CERTIFICATES AND / OR CERTIFIED COPY OF BBBEE CERTIFICATES WILL BE ACCEPTED AND MUST BE ATTACHED. IRBA, SANAS OR SWORN AFFIDAVIT. (NO POINTS WILL BE CLAIMED WITHOUT BBBEE CERTIFICATE).

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

2.2.7: PROJECT TEAM

CV'S AND QUALIFICATIONS OF THE PROJECT TEAM *(IF APPLICABLE)*

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

2.2.8: PROJECT EXPERIENCE *(If applicable)*

LIST OF SIMILAR PROJECTS COMPLETED WITH REFERENCE NUMBERS

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory: