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KAAP AGULHAS MUNISIPALITEIT  
CAPE AGULHAS MUNICIPALITY  
U MASIPALA WASECAPE AGULHAS

## **TENDER: TRAFFIC- AND LAW ENFORCEMENT CONTRAVIENCTION SYSTEM**

**SCM28/2023/24**

<b>BIDDERS NAME:</b>		
<b>CONTACT NUMBERS</b>	<b>Phone:</b>	<b>Fax:</b>
<b>BBBEE STATUS LEVEL</b>		
<b>CSD REGISTRATION NR</b>	MAAA	
<b>BID AMOUNT:</b>	R _____	
	<b>Vat (inclusive)</b>	

<b>For Office Use</b>	<b>OFFICIAL STAMP</b>
Official 1: .....	
Official 2: .....	

NO.	DESCRIPTION	PAGE NUMBERS
1	Checklist	3
2	Advert	4
3	Invitation to Bid <b>CAMBID 1 (Compulsory Returnable Document)</b>	5 - 6
4	Terms of reference	7 – 14
5	Functionality Criteria	15
6	Pricing Schedules	16 – 17
7	Tax Compliance Status Pin Requirements <b>CAMBID 2 (Compulsory Returnable Document)</b>	18– 19
8	Authority Of Signatory ( <b>Schedule 1 A (Compulsory Returnable Document)</b> )	20 – 21
9	Compulsory Enterprise Questionnaire ( <b>Schedule 1B (Compulsory Returnable Document)</b> )	22
10	Documents of Incorporation ( <b>Schedule 1C (Compulsory Returnable Document)</b> )	23
11	Payment of Municipal Accounts ( <b>Schedule 1D (Compulsory Returnable Document)</b> )	24 – 25
12	Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificates ( <b>Schedule 1E (Compulsory Returnable Document)</b> )	26– 27
13	Work satisfactorily carried out by the tenderer ( <b>Schedule 1F (Compulsory Returnable Document)</b> )	28
14	Schedule Of Social Responsibility Projects ( <b>Schedule 1G (Compulsory Returnable Document)</b> )	29
15	Special Condition	30–34
16	Form of Offer & Acceptance	35– 36
17	Contract Data	37
18	General Conditions of Contract	38 – 49
19	Declaration of Interest <b>CAMBID 4 (Compulsory Returnable Document)</b>	50 – 53
20	Procurement Points Claim Forms in terms of the Preferential Procurement Regulations 2022. <b>CAMBID 6.1 (Compulsory Returnable Document)</b>	54– 58
21	Contract Rendering of Services <b>CAMBID 7.2 (Compulsory Returnable Document)</b>	59 – 60
22	Declaration Of Bidder's Past Supply Chain Management Practices <b>CAMBID 8 (Compulsory Returnable Document)</b>	61 – 62
23	Certificate Of Independent Bid Determination <b>CAMBID 9 (Compulsory Returnable Document)</b>	63– 66

## **CHECK LIST FOR COMPLETENESS OF BID DOCUMENT**

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

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

## **CERTIFICATION**

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## **CAPE AGULHAS MUNICIPALITY**

### **TENDER: TRAFFIC- AND LAW ENFORCEMENT CONTRAVENTION SYSTEM**

Cape Agulhas Municipality is currently awaiting tenders for the Traffic- And Law Enforcement Contravention System.

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

Technical enquiries may be directed to **Ms Myllison Saptou or Mr. Esau Everts** at email [myllisons@capeagulhas.gov.za](mailto:myllisons@capeagulhas.gov.za) or [esaeu@capeagulhas.gov.za](mailto:esaeu@capeagulhas.gov.za).

Sealed tenders marked **“Tender Nr: SCM28/2023/24 TRAFFIC- AND LAW ENFORCEMENT CONTRAVENTION SYSTEM”** must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than **12:00 on Friday, 15 March 2024** after which it will be opened in public. Tenders may only be submitted on the prescribed official document.

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

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

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

**EO PHILLIPS  
MUNICIPAL MANAGER  
PO BOX 51  
BREDASDORP  
7280**

**2024-02-09**

**PART A**  
**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY**

BID NUMBER:	SCM28/2023/24	CLOSING DATE:	15 March 2024	CLOSING TIME:	12:00
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DESCRIPTION	TRAFFIC- AND LAW ENFORCEMENT CONTRAVIENCTION SYSTEM
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<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

CAPE AGULHAS MUNICIPALITY

1 DIRKIE UYS STREET

BREDASDORP

7280

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<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 type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	FINANCE: SCM	CONTACT PERSON	Myllison Saptou
CONTACT PERSON	Geraldine Koopman	TELEPHONE NUMBER	028 425 5500
TELEPHONE NUMBER	028 425 5500	FACSIMILE NUMBER	028 425 1019
FACSIMILE NUMBER	028 425 1019	E-MAIL ADDRESS	<a href="mailto:myllisons@capeagulhas.gov.za">myllisons@capeagulhas.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a>		

## **PART B**

### **TERMS AND CONDITIONS FOR BIDDING**

#### **1. BID SUBMISSION:**

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **TERMS OF REFERENCE/ SCOPE OF WORKS**

### **APPOINTMENT OF A SERVICE PROVIDER FOR:**

1. Supply and maintenance of a Traffic and Municipal by Law Enforcement Contravention System;
2. Supply and maintenance of 10 Handheld Devices and 10 Mobile Printers for the scanning of outstanding fines and the issuing of fines in terms of the Criminal Procedure Act and AARTO Act;
3. Supply, maintenance and calibration of 2 mobile speed Laser Cameras with 2 semi-fix boxes and plinths.

**FOR A PERIOD OF THREE (3) YEARS, STARTING ON 1 MAY 2024 AND ENDING ON 30 APRIL 2027.**

#### **A. SPECIFICATIONS OF CONTRAVENTION SYSTEM:**

**Please tick (✓) corresponding boxes in specifications.**

<b>A</b>	<b>System Description</b>	<b>Functions</b>	<b>Comply</b>	
			<b>Yes</b>	<b>No</b>
1.	<b>Windows Based System</b>	System must be fully Windows Based and provided as a hosted, Cloud solution.		
2.	<b>Downtime</b>	Maximum time of 24 hours to solve system problems		
3.	<b>MsCOA</b>	Fully MsCOA compliant in terms of Municipal Financial Management Act.		
4.	<b>Helpdesk Support</b>	Helpdesk to assist at all times during normal working hours		
5.	<b>Training</b>	Service Provider must provide training to all users of Client. (beginner and advanced courses and Supervisor		
6.	<b>Upgrading / Development of system</b>	The Service Provider shall upgrade system when upgrades to system is due and do the necessary developments to system on request of Client and in terms of its needs.		
7.	<b>Notice number</b>	<ul style="list-style-type: none"><li>5 digits and the last number not 6 digits.</li><li>The system shall accept the notice to discontinue a vehicle</li></ul>		
8.	<b>Camera Module</b>	<ul style="list-style-type: none"><li>The system shall have a module for camera offences.</li><li>Files for camera offences must be created.</li><li>NATIS input-and output files must be created to trace the registered owners of vehicles involved in camera offences.</li><li>Camera module shall be five (5) users.</li></ul>		
9.	<b>Application Program Interface (API)</b>	<ul style="list-style-type: none"><li>System must have an Application Program Interface (API) that integrates with any traffic contravention system.</li></ul>		

B	Modules	Functions	Comply	
			Yes	No
1.	<b>Data Capturing</b>	<ul style="list-style-type: none"> <li>• Section 341.</li> <li>• Section 56.</li> <li>• FIC.</li> <li>• Notice to Discontinue a vehicle.</li> <li>• General data capturing.</li> <li>• Representations and results.</li> <li>• Representation reversal.</li> <li>• Court results (FIC's).</li> <li>• NATIS (input and output files).</li> <li>• Update NATIS response.</li> <li>• Camera fines.</li> <li>• Summons.</li> <li>• Warrant of arrest.</li> <li>• Case results/ case result reversal.</li> <li>• Offender information.</li> <li>• Payment.</li> <li>• Court date setup.</li> <li>• Charge and offence codes.</li> <li>• Charge wording and fines.</li> <li>• Suspended vehicles.</li> </ul>		
2.	<b>Printing</b>	<ul style="list-style-type: none"> <li>• All Enquiries which include the status of all notices captured.</li> <li>• Users' production reports.</li> <li>• Statistical data.</li> <li>• Management data.</li> <li>• Audit data.</li> <li>• All Reports.</li> <li>• All Registers.</li> <li>• All Receipts.</li> <li>• 1<sup>st</sup> and 2<sup>nd</sup> Notices before Summons</li> <li>• Section 54 Summons.</li> <li>• Warrants of Arrest.</li> <li>• Warrant registers.</li> <li>• Concept court roles.</li> <li>• Court roles.</li> <li>• Document Control lists.</li> <li>• Representation letters.</li> <li>• General letters.</li> <li>• Annexure to charge sheets.</li> <li>• Printing for: As mentioned above <ul style="list-style-type: none"> <li>- Notice before summons printing.</li> <li>- Annexure to charge sheet printing.</li> <li>- Concept court role printing.</li> <li>- Court role printing.</li> <li>- Summons printing.</li> <li>- Warrant printing.</li> <li>- Warrant register printing.</li> <li>- Document control list printing.</li> <li>- Representation letter printing.</li> <li>- General letter printing.</li> <li>- Receipt payment printing.</li> <li>- End of day register printing.</li> <li>- End of day payment register.</li> </ul> </li> <li>• The system shall, besides the printing of documents on a dot matrix printer, allow the printing on other types of printers as required.</li> <li>• Control documents for section 54 summonses and 56 notices for fines issued by handheld devices.</li> </ul>		

B	Modules	Functions	Comply	
			Yes	No
3.	<b>Roadblock Functions</b>	<ul style="list-style-type: none"> <li>• ANPR view.</li> <li>• Manual searching.</li> <li>• ANPR file import.</li> <li>• Roadblock file import.</li> <li>• Mobile camera file import.</li> </ul>		
4.	<b>Enquiries</b>	<ul style="list-style-type: none"> <li>• Enquiry display and print.</li> <li>• Enquiries by all options as listed below: <ul style="list-style-type: none"> <li>- Notice number.</li> <li>- Offender's Identity number.</li> <li>- Offender's Name / Initials and Surname.</li> <li>- Vehicle registration number.</li> <li>- Case number.</li> <li>- Warrant number.</li> </ul> </li> </ul>		
5.	<b>Payments</b>	<ul style="list-style-type: none"> <li>• Traffic Fine Payment.</li> <li>• Non-traffic fine payment (By-Laws).</li> <li>• Payment cancellation.</li> <li>• Print receipts.</li> <li>• Re-printing of receipts.</li> <li>• Import of payments (third party).</li> <li>• Cancellation of traffic and non-traffic fine payment.</li> <li>• Import roadblock payment.</li> <li>• Payment by vote number.</li> </ul>		
6.	<b>Registers</b>	<ul style="list-style-type: none"> <li>• Daily Spot fine register to make provision for Manager of Dept / Supervisor to sign off after verification.</li> <li>• Daily Admission of guilt register to make provision for Chief Magistrate to sign off after verification.</li> <li>• System should make provision that the abovementioned registers can be extracted for any given period and printed.</li> <li>• Payments end of day registers.</li> <li>• Contempt of court registers.</li> <li>• Section 341 registers.</li> <li>• Section 54 registers.</li> <li>• Section 56 registers.</li> <li>• Case result registers.</li> <li>• FIC registers.</li> <li>• Cancel document registers.</li> <li>• Delete notice registers.</li> <li>• Representation registers.</li> <li>• Representation result registers.</li> <li>• Present a document register.</li> <li>• Warrant registers.</li> <li>• Court registers.</li> <li>• Book allocation register.</li> <li>• All registers to be printed on continuous paper.</li> <li>• All registers to be printed on A3 size continuous paper. System shall be programmed that the paper size for the registers is automatically selected.</li> <li>• The system shall also recognise the other document printing sizes as A4.</li> <li>• Daily return of warrant registers.</li> <li>• Return of service registers.</li> </ul>		

B	Modules	Functions	Comply	
			Yes	No
7.	<b>Allocations</b>	<ul style="list-style-type: none"> <li>• Document allocations.</li> <li>• Document de-allocations.</li> <li>• Documents re-allocations.</li> <li>• Document batch allocations.</li> <li>• Server cover.</li> <li>• Server Payment Generation</li> </ul>		
8.	<b>System Administrator (Supervisor) Tools</b>	<ul style="list-style-type: none"> <li>• General System Administrator functions (maintenance).</li> <li>• Cancel a document.</li> <li>• Delete functions.</li> <li>• Delete section 341 and 56 notices.</li> <li>• Setup User roles.</li> <li>• User role permissions.</li> <li>• Reversals.</li> <li>• Court register reversals.</li> <li>• Admission of Guilt reversal.</li> <li>• Summons generate reversal.</li> <li>• Officer books.</li> <li>• The system must be able to generate the notice numbers as per the total number of books captured and as per the total number of notices in a book (e.g. 100 books and 25 or 50 notices per book. The list of books generated by the system must therefore correspond with the notices per book)</li> <li>• Capture notice books.</li> <li>• Allocate notice books.</li> <li>• Notice book register.</li> <li>• Return notice books.</li> <li>• Re-issue notice books.</li> <li>• Notice book parameters.</li> <li>• Add charge codes, wording, and fines.</li> <li>• Change charge codes, wording, and fines.</li> <li>• Add, change, remove court details.</li> <li>• Calendar setup.</li> </ul>		
9.	<b>Data Maintenance</b>	<ul style="list-style-type: none"> <li>• Court details.</li> <li>• Court address.</li> <li>• Court rooms.</li> <li>• Charge codes.</li> <li>• Charge wording.</li> <li>• Fine management.</li> <li>• Officer management.</li> <li>• Location management.</li> <li>• Transaction data.</li> <li>• Offence data.</li> <li>• Offence category data.</li> <li>• Officers' data.</li> <li>• Officer group data.</li> <li>• Road type data.</li> <li>• Offence code data.</li> <li>• Charge book data.</li> <li>• Code groups data.</li> <li>• Police station data.</li> <li>• Court data.</li> <li>• Speed zones.</li> <li>• Workday data.</li> <li>• Admin centre data.</li> <li>• Public Holidays data.</li> <li>• Location data.</li> <li>• Court room data.</li> <li>• Court fines.</li> <li>• Site data.</li> <li>• Section 341 data.</li> </ul>		

		<ul style="list-style-type: none"> <li>Section 54 data.</li> <li>Section 56 data.</li> <li>Vote number data.</li> <li>Local Authority data.</li> <li>Local authority rules.</li> <li>Reports data.</li> <li>Camera data.</li> <li>Camera groups.</li> <li>Area data.</li> </ul>		
B	Modules	Functions		Comply
				Yes No
10.	Reports	<ul style="list-style-type: none"> <li>The client (Municipality) must extract its own reports.</li> <li>Fine analysis report.</li> <li>Officer statistics report.</li> <li>Daily, weekly, monthly, quarterly, annual, etc. status reports.</li> <li>Location summary reports.</li> <li>Notice status reports which include the following: <ul style="list-style-type: none"> <li>Payment.</li> <li>Withdrawal.</li> <li>Representation.</li> <li>Outstanding.</li> <li>Notice total history since captured.</li> <li>Warrant stages.</li> <li>Summons stages.</li> <li>Section 341, 54 and 56 notices issued.</li> </ul> </li> <li>Reports per charge code.</li> <li>Reports per offence date.</li> <li>Reports per payment date.</li> <li>Reports per court date.</li> <li>Reports per withdrawal date.</li> <li>Reports per housekeeping date.</li> <li>User reports.</li> <li>Officer statistics reports.</li> <li>Audit reports</li> </ul>		
11.	User Settings	<ul style="list-style-type: none"> <li>User setup and Password reset.</li> <li>A user password shall expire 30 days and the user must reset change password before the 30 days. The system must warn each user before expiry date that password must be changed.</li> <li>According to auditor's password structure must be as follow Cap letter, small letters, numbers and special characters.</li> </ul>		
12.	Housekeeping	<ul style="list-style-type: none"> <li>Notice batch withdrawals.</li> <li>Summons batch withdrawals.</li> <li>Warrant of arrest batch withdrawals.</li> <li>No offender detail batch withdrawals.</li> </ul>		
13.	Audit reports	<ul style="list-style-type: none"> <li>Audit report can be described as a report where the whole history of any notice is reflected since it was issued.</li> </ul>		
14.	Training	<p>The successful bidder shall be responsible to provide training for all back-office personnel and Traffic and Law Enforcement Officers.</p>		
15.	Helpdesk	<ul style="list-style-type: none"> <li>Successful bidder shall establish a Helpdesk to assist back-office personnel with functions and general enquiries.</li> <li>Do the validation of camera offences.</li> </ul>		
16.	Compatibility	<p>The system must be able to incorporate all data on current contravention in use (TCS) to any other contravention system.</p>		
17.	NATIS input and output files	<p>The contravention system must create NATIS input and output files for section 341 notices and all AARTO infringements (handwritten and speed).</p>		

C	Handheld Devices and Printers	Comply	
		Yes	No
1.	The handheld devices must run on associated software that interfaces fully with any contravention system to produce Section 341 notices and Section 56 notices containing all the information required by applicable legislation for issuing on the road side.		
2.	Notice numbers issued must be generated as per system in the case of AARTO infringements / offences and as per dedicated authority code allocated by the Road Traffic Infringement Agency (RTIA) to each Issuing Authority.		
3.	Must have the capability to issue 3 Charges per Section 341 and Section 56 notices for By-Law offences in terms of the Criminal Procedure Act and all Infringements / Offences in terms of the AARTO- Act. All AARTO notices must be issued by the device.		
4.	The Handheld device must be able to issue Notice to Discontinue Notices (NTDVT) with all details as prescribed in the National Road Traffic Act, Act 93 of 1996.		
5.	Have an Off-line capability to ensure Driving Licence can be scanned and decrypted and 341 notices/ 56 summonses can be issued even if the device is offline.		
6.	Communicate with the contravention system wirelessly while operated in the field and upload cases to the contravention system for further processing.		
7.	Be capable of Wi-Fi as well as LAN communication to ensure fast configuration and uploads when docked in the back office.		
8.	Be able to scan both the vehicle license disk as well as driving licence barcodes and populate extracted information automatically on the notice or summons produced.		
9.	Be able to record the signatures of both the officer and the offender as a JPG image for inclusion on the documents produced and for transmission with the completed offence record when uploading to the contravention system		
10.	Be able to be tracked by the back office using the GPS coordinates of the device and capable of using the GPS coordinates of the device when an offence is recorded and converting it into an offence location for insertion on the notice or summons.		
11.	Be able to take a photo of the offender or offending vehicle and append such photo as part of the case evidence.		
12.	Be able to optionally perform live queries on the NATIS system and the SAPS wanted vehicle database or the relevant back-office database for outstanding warrants of arrest.		
13.	The handheld device must be able, by scanning a driving licence or identity document for outstanding fines of offenders on the data base of the local contravention management system.		
14.	Contain a complete set of the static data components for selection by the officer during capture of the offence which include charge codes, full charge descriptions and fine amounts in terms of the National Road Traffic Act and Regulations, National Land Transport Act and Regulations and the AARTO Act and Regulations:		
(a)	Notice numbers (obtained in blocks from the contravention system).		
(b)	Court name (from the contravention system).		
(c)	Court date (from the contravention system).		
(d)	Payment due dates.		
(e)	Banking details of the Client (Municipality).		
(f)	Charge description with fine amounts.		
(g)	Must be protected from moisture and dust.		
(h)	Have a high resolution, sunlight readable display.		
(i)	Have a minimum six-hour battery life.		
(j)	Officer Initials and Surname and infrastructure number for Traffic Officers and Officer Initials and Surname and Identity number for Law Enforcement Officers.		
15.	The notices issued through the handheld devices must have the logo of the Client on it.		
16.	The notices must have the banking details of the Client on it.		
D.	<b>The portable printers shall:</b>	Comply	
		Yes	Yes
(a)	Must be small and lightweight for carrying on a belt clip or shoulder strap.		
(b)	Must be protected against moisture and dust.		
(c)	Have long lasting battery life for minimum 6-hour operation under normal printing conditions.		
(d)	Be able to print the required notices or summonses on a paper roll of at least 70 millimetres in width.		
(e)	Be able to communicate with the handheld device through wireless LAN or Bluetooth.		
(f)	Have long lasting battery life for minimum 6-hour operation under normal printing conditions.		
(g)	Be able to communicate with the handheld device through wireless LAN or Bluetooth.		

E	<b>Mobile Speed Laser Camera- SANS Approved</b>	Comply	
		Yes	No
1.	System must be SANS approved.		
2.	The system must be a three in one enforcement device for Automatic, Manual and Video Enforcement.		
3.	It must be light weight with an internal battery for at least six (6) to eight (8) hours operation per charge.		
4.	The images must be colour balanced with high brilliance and high quality to identify vehicle detail over long distances.		
5.	The camera must have a still image and video functionality in colour.		
6.	The exposure settings must be automatic, and the camera must have digital functionality to change the exposure and colour correction settings.		
7.	The camera must have an automatic colour balance functionality.		
8.	The camera must be able to capture violations at night.		
9.	The camera must be able to capture images in low light without a flash.		
10.	The night images must be in colour to identify the vehicle and vehicle colour.		
11.	The night capture mode and functionality must be wireless driven		
12.	The camera must be fitted to a tripod.		
13.	The Camera battery must be part of the camera – no loose connections.		
14.	The flash system must be LED type.		
15.	The flash battery must be internal and must provide at least 4000 flashes per charge.		
16.	The flash must have a tripod setup function.		
17.	The flash must expose over three lanes.		
18.	The camera must have a colour back screen to program settings		
19.	The camera must be able to capture clear plates at 130 meters.		
20.	GPS Coordinates must be included with every offence as part of the offence data		
21.	The GPS connection must have a real-time function mode and can change.		
22.	The camera must be SANS approved and in use in other Municipalities		
23.	The following fields must be part of the startup setting functionality:		
	• Officer Name.		
	• Officer Code.		
	• Location Code.		
	• Location Speed.		
	• Enforcement Speed.		
	• Camera Number.		
	• Capture Range Minimum and Maximum.		
	• Auto Selection for Enforcement.		
	• Offence Number Counter.		
	• Video Selection for Video Enforcement.		
	• Stop Speed Selection.		
	• Date and Time Selection.		
24.	Speed enforcement at least 100m.		
25.	Automatic enforcement with plate recognition of at least 140m's.		
26.	The camera must have a manual operator and automatic enforcement function where offenders could be stopped and charged on the overspeeding.		
27.	The camera must have an encrypted function to encrypt all offences.		
28.	The camera must have various cross hair options for enforcement.		
29.	The camera prism must also reflect the speed and distance.		
30.	The Camera must have a sound affect that can be controlled to indicate the laser status.		
31.	The camera must have a switch-off or standby mode functionality with time delay options.		
32.	The camera must be able to operate with 64Gig SD Cards.		
33.	The camera must have two batteries and a charge platform per set.		
34.	The camera charger must reflect the battery status during the charge cycle.		
35.	Touchscreen setup by operator.		
36.	The touchscreen must be bright to ensure daylight enforcement.		
37.	Provide two (2) Semi fixed camera instalation steel boxes to protect the camera against rain and wind.		
F	<b>Requirements: Fitment and Insurance</b>	Comply	
		Yes	No
1.	Insurance cover must be provided by the service provider during fitment, delivery and for the term of the contract		
2.	Service provider takes full responsibility during fitment and must test the system with the Offence data before delivery		
3.	Training for officers must be included in the price		
4.	Full support for 36 months on all the computer and camera hardware		

G	Obligations	Comply	
		Yes	No
1.	All data shall remain the property of the Municipality and must integrate with any other contravention system.		
2.	The Service Provider must provide Helpdesk assistance for the duration of the tender.		
3.	The Service Provider must print the section 341 speed camera notices when AARTO is <b>not yet</b> implemented.		
4.	The Service Provider must ensure that the Contravention System integrates to the NATIS system when AARTO is implemented.		
5.	The Service Provider must ensure that all camera operations and equipment comply with the TCSP Guidelines and other legislation regulating speed enforcement.		
6.	The Service Provider will be responsible for the maintenance and calibration of all cameras and within the perimeters of the TCSP Guidelines and other legislation regulating speed enforcement.		
7.	The Service Provider will be responsible for the insurance of all equipment supplied against any damages, vandalism, or theft.		
8.	The Service Provider must ensure that the turnaround time does not exceed 48 hours.		
9.	The Service Provider must provide training to all back-office personnel and Traffic Officers to operate the cameras and the downloading of images.		
10.	The Service Provider must provide training to personnel on the operation of the handheld devices.		
11.	The Service Provider must supply new equipment as per tender specifications and proof of date of manufacturing by manufacturer must be provided when equipment is delivered. This is not applicable to the contravention system.		
12.	<b>The Service Provider must:</b> <ul style="list-style-type: none"> <li>a) Set up the contravention system within one month from the date of appointment.</li> <li>b) Must provide training to back-office personnel within one month from the date of appointment.</li> <li>c) Must deliver mobile cameras within two months from date of appointment and must provide training with one week from the date the cameras were delivered.</li> <li>d) Must deliver handheld devices within one month from date of appointment and provide training within one week after handheld devices were delivered.</li> <li>e) The service provider must ensure that a Land Surveyor, registered with the SA Council for Professional and Technical Land Surveyors, an accredited laboratory or suitable qualified person shall (i) Validate all distance checking markers for validation of SME's where applicable.</li> </ul>		
13.	Service Provider shall provide proof that all cameras are SANS approved.		
14.	Service Provider shall provide proof that all cameras are calibrated at an accredited laboratory.		
15.	The Service Provider shall transfer all data from the Client's current contravention system to its contravention system in the same format and within one week from date of appointment.		
16.	The Service Provider shall retain all equipment supplied in terms of this tender after the tender has lapsed, except for the data that must be made available to the Client.		
17.	The Client will run its back-office with its own personnel for the duration of the tender.		

#### H. Reference Letters:

1.	<ul style="list-style-type: none"> <li>• Bidders must provide at least 5 reference letters issued <b>by Client(s)</b> where the same services were or are rendered. The reference letters must indicate <b>all items</b> as listed in points A to F of the tender specifications and the duration of the tenders.</li> <li>• Bidders will be regarded as non-responsive if: <ul style="list-style-type: none"> <li>- No reference letters are submitted.</li> <li>- Or all items are not referred to in the reference letters.</li> </ul> </li> <li>- It must be noted that for the handheld devices, reference can be made with regards to fines issued in terms of the Criminal Procedure Act or the scanning of outstanding fines.</li> </ul>
----	--

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

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

## G. CRITERIA FOR EVALUATION

	Quality criteria	Max No of points	Reference in Bid (Page numbers/map reference)
1.	<b>Functionality:</b> <b>1. Experience in the field of Traffic and Law Enforcement Contravention System handwritten notices and warrants and speed camera enforcement and processing of camera fines.</b> <ul style="list-style-type: none"> <li>• 10 years and more</li> <li>• Less than 10 years up to 5 years.</li> <li>• Less than 5 years up to 3 years.</li> <li>• Less than 3 years.</li> </ul>	[10]  [10] [6] [3] [1]	
2.	<b>Verifiable written references where such service is currently rendered by bidder. (Submit reference letters)</b> <ul style="list-style-type: none"> <li>• More than 10 references.</li> <li>• Less than 10 references up to 5 references.</li> <li>• Less than 5 references.</li> </ul>	[10]  [10] [6] [4]	

***A score of at least 16 out of 20 must be achieved for functionality to be regarded as a responsive bidder.***

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## **PRICING SCHEDULE**

### **PLEASE NOTE**

- All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted
- The prices cast must include all installation costs, labour, transport, etc, all related costs of bringing the service to council, without any hidden costs.
- The rate shall remain fixed for the duration of the tender. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.
- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.
- **The quantities indicated below are only estimates and might vary during the contract period due to the municipality's operational requirements and available budget. This is only indicated as such for evaluation purposes.**

	INDICATE WITH AN „X“							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

I / We \_\_\_\_\_

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

of the firm \_\_\_\_\_

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

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

Pricing Schedule		2023/24 (1 <sup>st</sup> Year)	2024/25 (2 <sup>nd</sup> Year)	2025/26 (3 <sup>rd</sup> Year)
1.	The Client (Cape Agulhas Municipality) shall pay the Service Provider a monthly fee for the Supply and Maintenance of a Contravention System, 2 Mobile Speed Laser Cameras and 10 Handheld Devices with 10 Mobile Printers.			
	(a) A fix annual fee for the Contravention System	R	R	R
	(b) A fix annual fee for the 10 Handheld Devices and 10 Mobile Printers.	R	R	R
	(c) A fix annual fee for the 2 Mobile Speed Laser Cameras	R	R	R
	<b>Total cost of a, b and c:</b>	R	R	R
	<b>Total Cost over the 3 years</b>	R		
2.	<b>If Administrative Adjudication of Road Traffic Offences Act (AARTO) is implemented:</b>	<b>Cost will stay the same.</b>		

**The tender will be over a period of 36 months.**

**PRICE ESCALATION:**

A price escalation of CPIX shall be applicable after every twelve (12) months for the duration of the tender.

Signed .....

Date .....

Name .....

Position.....

Tenderer .....

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

- 1 In order to meet this requirement bidders are required to request their Tax Compliance Status which will include a unique PIN which you can provide to any third party (**if requested**) to enable them to verify your tax compliance status online via eFiling.
- 2 Request a TCC via eFiling which will give you the option to print the TCC Or request a TCC at a SARS branch where a SARS agent will be able to print or email the TCC to you.
- 3 The Tax Compliance Status Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4 **A Tax Compliance Status** is a holistic view of your tax compliance level across all your registered tax types.
- 5 If your tax compliance status is compliant, the SARS agent will be able to print or email you your TCC to the registered email address which SARS has on record for you.
- 6 **Please note:** If your tax compliance status reflects that you are non-compliant, you will not receive a TCC until you have rectified your compliance.
- 7 **The Tax Compliance status pin must** be submitted together with the bid. **Failure to submit a Tax Compliance status pin will result in the invalidation of the tender.**
- 8 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate **Tax Compliance Pin**.
- 9 **Please note that not all government institutions and private organisations will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, you must supply a printed TCC. It is envisaged that the PIN will, in time, replace the paper TCC.**

## **TAX COMPLIANCE STATUS PIN**

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

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

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**SCHEDULE 1A: AUTHORITY OF SIGNATORY**

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

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

**A. Certificate for company**

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

As witness

1.....  
.....  
Chairman  
2.....  
.....  
Date

**B. Certificate of partnership**

We, the undersigned, being the key partners in the business trading as ..... hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

### **C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company .....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

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

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

### **D. Certificate for sole proprietor**

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

As Witness:

1.....

Signature: Sole owner

2.....

Date

### **E. Certificate for Close Corporation**

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

## SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

### Section 1: Enterprise details

Name of enterprise	
Contact Person	
Email	
Telephone	
Cellphone	
Fax	
Physical Address	
Postal Address	
Central supplier database registration number	MAAA

### Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number:	
--	--

### Section 3: SARS information:

Tax reference number:	
VAT registration number, if any:	
Section 4: CIDB registration number:	N/A

### Section 5: Particulars of principles

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

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

\* Please complete and attach copies of Identity documents.

### Section 6: Banking Details of companies and close corporations

Bank name and branch: .....

Bank account number: .....

Name of account holder: .....

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## **SCHEDULE 1C: DOCUMENTS OF INCORPORATION (CK2)**

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

Signed ..... Date .....

Name ..... Position .....

Tenderer.....

## SCHEDULE 1D: PAYMENT OF MUNICIPAL ACCOUNTS

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

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

# CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

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

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

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

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

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

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

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

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

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

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

Signature	Position	Date

<b>COMMISSIONER OF OATHS</b> Signed and sworn to before me at _____, on this _____ day of _____ 20_____ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.	<b>Apply official stamp of authority on this page:</b>
<b>COMMISSIONER OF OATHS:-</b> Position: _____ Address: _____ Tel: _____	

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

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

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

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

Failure on the part of a bidder **to claim, fill in and/or to sign CAMBD 6.1 and submit** a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## FOR INFORMATION PURPOSES ONLY

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

### 1 EMEs

#### ONLY THE FOLLOWING WILL BE ACCEPTED:

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

or

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

or

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

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

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

### 2. QSEs

#### ONLY THE FOLLOWING WILL BE ACCEPTED:

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

or

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

2.2.1. A registered Auditor approved by IRBA; or

2.2.2. A verification Agency accredited by SANAS.

### 2. BIDDERS OTHER THAN EMEs & QSE's

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

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

3.1.2. A Verification Agency accredited by SANAS.

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

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

4.2. The Auditor's practice number;

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

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

4.5. The date of issue and date of expiry;

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

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

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

### CURRENT / PREVIOUS EXPERIENCE

#### Indication of Competence / Ability to Perform Successfully

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

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

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

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

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

Signed.....

Date.....

Name.....

Tenderer.....

## SCHEDULE 1G: SCHEDULE OF SOCIAL RESPONSIBILITY PROJECTS

1. As part of the tender conditions bidders **MUST** participate in the social responsibility (community investment) initiative of the Municipality. It is therefore compulsory for Bidders to participate in at least one or more of the projects in paragraph 3 below.
2. The Tenderer's proposed implementation of social responsible projects must be provided in order to determine whether the Municipality's procurement is socially responsible.
3. Tenders can propose the following socio-economic project practices for consideration or identify additional projects:
  - 3.1. On the job training and development of staff (learnerships), particularly for the unemployed or young people including the recruitment of long-term job seekers and handicapped people;
  - 3.2. Young women / mothers upliftment / leadership programme;
  - 3.3. Skills development initiatives (technical and soft skills) must be provided by accredited and recognized institutions;
  - 3.4. Financial support / bursaries to previously disadvantaged youth;
  - 3.5. Youth leadership and empowerment projects;
  - 3.6. Early childhood development;
  - 3.7. Projects can be in collaboration with Local Community Based Organisations (CBOs), Non-Government Organisation (NGOs) and relevant local institutions;
  - 3.8. Business skills and enterprise support including mentoring of local enterprises; and
  - 3.9. Development of Parks and open spaces.

We hereby certify that it is our intention to implement the following social responsibility project(s) within the Cape Agulhas Municipal area during the duration of this contract:

#	Description of Project	Designated Group and Community to be benefitting	Proposed Schedule of Implementation	Estimated monetary value of project (Including VAT)
1.				
2.				
3.				

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

## **SPECIAL CONDITIONS & EVALUATING CRITERIA**

The following general conditions will apply to the tender:

1. **All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality.**
2. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
3. Subject to the provisions of clause 5 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
4. **The use of correction fluid / tape is prohibited.**
5. Notwithstanding the provisions of clause 3 of this document, alterations and/or corrections may only be affected as follows:
  - 5.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected) and initialling in the margin next to each and every alteration or correction.
  - 5.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 5.1 above, will be rejected.
6. Bids submitted must be complete in all respects.
  - 6.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
  - 6.2 The bidder must ensure that his/her bid document is securely bound.
    - 6.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.
    - 6.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submits loose pages (not securely attached to the bid document or annexure with supporting documents).
7. All schedules as well as the following documents **must** be completed and submitted with the bid documents, failure to complete and submit the following will invalidate your bid:
  - (a) **CAMBD 1** - Invitation to Bid
  - (b) **CAMBD 4** - Declaration of Interest
  - (c) **CAMBD 6.1** - Preference Points Form in Terms of The Preferential Procurement Regulations 2022
  - (d) **CAMBD 8** - Declaration of Bidder's Past Supply Chain Management Practices
  - (e) **CAMBD 9** - Certificate of Independent Bid Determination
  - (f) **Form of Offer and Acceptance**

8. We undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
9. A firm completion period/date must be indicated from the official order date.
10. No bid will be accepted from persons in the service of the state.
11. Sealed tender marked "**Tender Nr: SCM28/2023/24 TRAFFIC- AND LAW ENFORCEMENT CONTRAVENTION SYSTEM**" must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than 12:00 on **Friday, 15 March 2024** after which it will be opened in the public.
12. Any bid received without the "Bid Number and / or Title" clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered.

13. Council reserves the right not to accept any tender. No faxes or e-mails will be accepted and **only the supplied municipal tender form may be used.**
14. A Tax Compliance status pin as issued by the South African Revenue Service, **must** be submitted with the tender, otherwise the tender will be disqualified.
15. The 80/20 scoring system, as stated in the Cape Agulhas Municipal Supply Chain Management Policy, will be used when considering tenders.
16. **PAYMENT OF MUNICIPAL ACCOUNTS (SCHEDULE 1 D)**  
The tenderer **must attach**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the **certificate for municipal services** and must be verified by the Municipality where account is held. In the event of leasing, a lease agreement **must** be attached to the tender document.
17. Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.
18. **The tender must be valid up to 90 days after the closing date.**
19. Any bid received after the appointed time for the closing of bids shall not be considered but **shall be filled unopened** with other bids received, which bid(s) can be returned to the bidder at his request and cost.
20. **PRICING**
  - 20.1. Rates and prices offered by the bidder must be written into the pricing schedule or form of offer of this document by hand, completed in full and originally signed by the duly authorized signatory.
  - 20.2. All price shall be quoted in South African currency, and be **INCLUSIVE OF Value Added Tax (VAT)**
  - 20.3. Bid prices must include all expenses, disbursements, and costs (e.g. transport, accommodation etc..) which may be required for the execution of the bidder's obligations in terms of the contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
  - 20.4. All bid prices will be final and binding.
  - 20.5. A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.
  - 20.6. Where the value of an intended contract will exceed R1 ,000 ,000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.
  - 20.7. If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment (s) will be allowed.
  - 20.8. The annual price increase is equal to **CPI (related to the area)** per annum
  - 20.9. Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if claim is substantiated with proof of evidence and that such evidence is submitted prior to implementation.
  - 20.10. Tenderers shall state the time of delivery in weeks from date of the official order by the Municipality and all **quoted prices are to exclude VAT and include travelling** to the different Municipal sites in Cape Agulhas municipal area, or such other address as may be indicated by the Municipality. **The kilometres travelled will be calculated from the registered business address of the company to the site as indicated.**

## **21. ADMISSION OF BIDS**

- 21.1. Bidders shall be allowed to submit bids by mail, by courier or by hand into the bid box or at the physical address of the municipality (reception, over the counter at the SCMU as applicable) before the closing time of the bids.
- 21.2. Bids received via courier services must be submitted in time and deposited into the bid box by the courier services. Officials may not deposit bids into the bid box on behalf of courier services and the Municipality accepts no responsibility for late delivery by courier services or for delivery at the wrong address.
- 21.3. Tenders that are deposited in the incorrect box or late will not be considered

## **22. BID OPENING**

- 22.1. Bids shall be opened in public at the Cape Agulhas Municipal Offices as soon as possible after the closing time for the receipt of bids.
- 22.2. Where practical, prices will be read out at the time of opening bids.
- 22.3. The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 22.4. Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

## **23. ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES**

- 23.1. Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- 23.2. Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with paragraph 20 for:
  - a) the gross misplacement of the decimal point in any unit rate;
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - ii) the summation of the prices.
- 23.3. Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- 23.4. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
  - a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

## **24. SOCIAL RESPONSIBILITY**

- 24.1 As part of the tender condition's bidders **MUST** participate in the social responsibility (community investment) initiative of the Municipality. It is therefore compulsory for Bidders to participate in at least one or more of the projects as listed in 24.3 below.
- 24.2 The Tenderer's proposed implementation of social responsible projects must be provided in order to determine whether the Municipality's procurement is socially responsible.
- 24.3 Tenders can propose the following socio-economic project practices for consideration or identify additional projects:

- 24.3.1 On the job training and development of staff (learner ships), particularly for the unemployed or young people including the recruitment of long-term job seekers and handicapped people.
- 24.3.2 Young women / mothers up-liftment / leadership programme.
- 24.3.3 Skills development initiatives (technical and soft skills) must be provided by accredited and recognized institutions.
- 24.3.4 Financial support / bursaries to previously disadvantaged youth.
- 24.3.5 Youth leadership and empowerment projects.
- 24.3.6 Early childhood development.
- 24.3.7 Projects can be in collaboration with Local Community Based Organizations (CBOs), Non-Government Organization (NGOs) and relevant local institutions.
- 24.3.8 Business skills and enterprise support including mentoring of local enterprises; and Development of Parks and open spaces.

**25. REQUIREMENTS OF A VALID BID:**

- 25.1 The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered, and no further correspondence will be entered into with regard to the following matters:
  - 25.1.1 The tender has not been completed in non-erasable handwritten ink,
  - 25.1.2 Non-submission of a valid Tax Clearance Certificate and / or PIN,
  - 25.1.3 Incomplete Pricing Schedule or Bill of Quantities,
  - 25.1.4 A Form of Offer not signed in non-erasable ink,
  - 25.1.5 Bid submissions with material alterations / corrections not in compliance with Clause 3 and 5 above will be rejected.
- 25.2 The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following;
  - 25.2.1 To obtain a copy of the most recent municipal account(s) from the recommended bidder;
  - 25.2.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
  - 25.2.3 To obtain the personal income tax number(s) from the recommended bidder;
  - 25.2.4 To obtain a valid Tax compliance status PIN if the certificate has expired or become inactive after the closing date of the tender;
  - 25.2.5 To clarify or obtain outstanding information on the MBD 6.2 form if incomplete or partially completed.
  - 25.2.6 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
  - 25.2.7 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
- 25.2.7.1 **If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.**

## 26. TEST FOR RESPONSIVENESS

### 26.1. A bid will be considered non-responsive if:

- 26.1.1. the bid is not in compliance with the specifications.
- 26.1.2. the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document and/or
- 26.1.3. the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing

### 26.2. The Municipality reserves the right to accept or reject:

- 26.2.1. any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract.
- 26.2.2. The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any Municipal rate and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amounts at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

## POPIA DISCLAIMER

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

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

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

# Form of Offer and Acceptance

## Offer

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

### **CONTRACT: SCM28/2023/24 TRAFFIC- AND LAW ENFORCEMENT CONTRAVENTION SYSTEM**

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

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

**The offered total of the prices inclusive of value added tax is**

..... Rands (in words);

R.....in figures

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

Signature .....

Name .....

Capacity .....

**for the tenderer**

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

Name and  
signature  
of witness .....

Date .....

## Acceptance (TO BE COMPLETED BY THE MUNICIPALITY)

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature .....

Name .....

Capacity .....

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

Name and  
signature  
of witness .....

Date .....

## Contract Data

### Part 1: Contract Data provided by the Employer

#### GENERAL CONDITIONS OF CONTRACT – National Treasury General Conditions of Contract

The General Conditions of Contract, as issued by the National treasury, is applicable to this Contract and is obtainable from [www.treasury.gov.za](http://www.treasury.gov.za)

The General Conditions of Contract shall be read in conjunction with the special condition as set out on pages 5 – 66  
The Special Conditions shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The Employer is: **Cape Agulhas Municipality**  
PO Box 51,  
Bredasdorp,  
7280

The Employer's Telephone Number is: **028 425 5500**

The Employer's VAT Registration Number is: **4570109571**

The designated contact person of the Cape Agulhas Municipality is:

Name: Ms. Myllison Saptou  
Telephone: 028 425 5500  
E-mail: [myllisons@capeagulhas.gov.za](mailto:myllisons@capeagulhas.gov.za)

- The Service Provider is required to provide the Service with all reasonable care, diligence and skill.
- Copyright of documents prepared for the Project shall vest with the Employer.
- Interim settlement of disputes is to be by mediation. Final settlement of disputes is to be by arbitration.
- In the event that the parties fail to agree on a mediator, the mediator is nominated by the Employer.
- In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the Employer.
- Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 24 months from the date of termination or completion of the Contract.

### Part 2: Data provided by the Service Provider

The Service Provider is: .....

Postal Address: .....

.....

Physical Address: .....

.....

Telephone: .....

.....

The authorized and designated representative of the Service Provider is:

Name: .....

The address for receipt of communication is:

Address: .....

.....

Telephone: .....

.....

Facsimile: .....

.....

Email: .....

**SIGNED ON BEHALF OF TENDERER:** .....

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

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

# General Conditions of Contract

## 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14 "GCC" means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

1.26 “Tort” means in breach of contract.

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

1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

## 2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

<b>3. General</b>	<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 nonrefundable fee for documents may be charged.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.</p>
<b>4. Standards</b>	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>5. Use of contract documents and information inspection</b>	
	<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 so 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>
<b>6. Patent Rights</b>	<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> <p>6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.</p>
<b>7. Performance security</b>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the 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>

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

<b>9. Packing</b>	<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.</p> <p>Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p>
	<p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.</p>
<b>10. Delivery and Documents</b>	<p>10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.</p>
<b>11. Insurance</b>	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.</p>
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.</p>
<b>13. Incidental Services</b>	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> <li>(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.</li> </ul> <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>

<b>14. Spare parts</b>	<p>14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) in the event of termination of production of the spare parts:</li> <li>(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>
<b>15. Warranty</b>	<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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p> <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</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.</p>

<b>17. Prices</b>	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
<b>18. Variation Orders</b>	<p>18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such.</p> <p>In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.</p>
<b>19. Assignment</b>	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.
<b>20. Subcontracts</b>	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.
<b>21. Delays in the supplier's performance</b>	<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 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.</p> <p>21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.</p> <p>21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>

**22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

**24. Antidumping  
And  
Countervailing  
duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

**25. Force  
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination  
for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing Language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable Law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and Duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

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

**33. Transfer of Contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices**

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Revised July 2010

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative:.....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number:.....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? YES / NO
  - 3.8.1 If yes, furnish particulars. ....  
.....

<sup>1</sup>MSCM Regulations: “in the service of the state” means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars

**Section 3.9.1: Record of service of the state**

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

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

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

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

\* Insert separate page if necessary

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... YES / NO

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.13.1 If yes, furnish particulars.

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

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

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

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

\* Insert separate page if necessary

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to 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).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received

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

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

1.3 The maximum points for this tender are allocated as follows:

		POINTS
<b>PRICE</b>		<b>80</b>
<b>SPECIFIC GOALS</b>	<b>50% of the 20 Points</b>	
• B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	
• LOCALITY OF SUPPLIER	10	
<b>Total points for Price and SPECIFIC GOALS</b>		<b>100</b>

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

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

## 2. DEFINITIONS

(a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

## 5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.

5.2 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:

- contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- local labour and/ or promotion of enterprises located in the municipal area (phased in approach to be applied for other RDP goals)

5.3 Regarding paragraph 5.2 (a) at least **50% of the 20 points** will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	8
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5.4 A tenderer **must submit proof** of its BBBEE status level contributor [scorecard].

5.5 A tenderer failing to submit proof of BBBEE status level of contributor –

- may only score in terms of the 80/90-point formula for price; and
- scores 0 points for BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

5.6 Regarding paragraph 9.2 (b) a maximum of **50% of the 20/10 points** will be allocated to promote this goal. Points will be allocated as follows.

LOCALITY OF SUPPLIER (SUBMIT PROOF OF REGISTERED BUSINESS ADDRESS) E.G MUNICIPAL ACCOUNT OR LEASE AGREEMENT	50% of the 20 Points = 10
Within the boundaries of the <b>Cape Agulhas Municipality</b>	5
Within the boundaries of the <b>Overberg</b>	3
Within the boundaries of the <b>Western Cape</b>	2
Outside of the boundaries of the municipality	0

- Cape Agulhas Municipality will reserve the right to use any and all available information at its disposal, including conducting site visit and inspections to verify a bidders claim of having a local office within the Cape Agulhas Municipal area and that the bidder or principal of the bidder (in the event of the bidder being a legal entity) is domiciled within the Cape Agulhas Municipal area.
- The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by just accepting the legal documentation).
- The purpose of the locality points is to promote local economic development within the Cape Agulhas Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate <i>(To be completed by the tenderer)</i>	Number of points claimed (80/20 system) <i>(To be completed by the tenderer)</i>
<b>SPECIFIC GOALS</b>	<b>20</b>		
<b>1. B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>10</b>		
<b>2. LOCALITY OF SUPPLIER</b>	<b>10</b>	<b>Indicate (YES/NO)</b>	<b>Number of points claimed</b>
• Within the boundaries of the <b>Cape Agulhas Municipality</b>	5		
• Within the boundaries of the <b>Overberg</b>	3		
• Within the boundaries of the <b>Western Cape</b>	2		
• Outside of the boundaries of the municipality	0		

## **6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1 Name of company/firm.....

6.2 Company registration number: .....

### **6.3 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

## CONTRACT FORM - RENDERING OF SERVICES

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Cape Agulhas Municipality** in accordance with the requirements and specifications stipulated in bid number **SCM28/2023/24** 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 in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....  
 CAPACITY .....  
 SIGNATURE .....  
 NAME OF FIRM .....  
 DATE .....

### WITNESSES

1 .....  
 2. ....  
 DATE: .....

## CONTRACT FORM - RENDERING OF SERVICES

## PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)

1. I **EBEN PHILLIPS** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **SCM28/2023/24** dated **15 March 2024** for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
<b>TRAFFIC- AND LAW ENFORCEMENT CONTRAVENTION SYSTEM</b>	R _____			N/A

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. .....

2. .....

DATE .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(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).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

### CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**SCM28/2023/24 TRAFFIC- AND LAW ENFORCEMENT CONTRAVENTION SYSTEM**

in response to the invitation for the bid made by:

**CAPE AGULHAS MUNICIPALITY**

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder