



RUSTENBURG LOCAL MUNICIPALITY



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CONTRACT NO: RLM/DPS/0172/2024/25

RE-ADVERT: RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS

DATE

NAME OF BIDDER:

BID PRICE: (Vat Incl)

Prepared by:

**RUSTENBURG
LOCAL MUNICIPALITY
CNR BEYERS NAUDE AND MANDELA DRIVE
RUSTENBURG
014 590 3111**

BID CLOSES: 11H30

DATE: 05 NOVEMBER 2025



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PARTICULARS OF THE BIDDER	
NAME OF THE BIDDING OR TENDERING COMPANY	
POSTAL ADDRESS	
	POSTAL CODE
STREET ADDRESS (PHICAL ADDRESS)	
	POSTAL CODE
E-MAIL ADDRESS	
TELEPHONE NUMBER (TELKOM LINE)	
CIDB CRS NUMBER (IF APPLICABLE)	
CELLPHONE NUMBER	
ALTERNATE CELLPHONE NO.	
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY	
CRS NUMBER	
BID INFORMATION (TIME AND DATE OF CLOSER)	DATE: TIME:
BID PRICE (VAT INCLUSIVE)	



RUSTENBURG LOCAL MUNICIPALITY

INDEX/TABLE OF CONTENTS

DOCUMENT NAME ABBREVIATION	DOCUMENT NAME/DESCRIPTION	
BPL	BID PROCESS CRITERIA LIST	
BN	BID NOTICE	
MBD 1	INVITATION TO BID (PART A)	
MBD 3.1	PRICING SCHEDULE	
MBD 4	DECLARATION OF INTEREST	
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)	
MBD 6.1	PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS	
MBD 8	DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM	
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	
SF	SIGNATORY FORM	
GCC	GENERAL CONDITIONS OF CONTRACT	
TOF	TERMS OF REFERENCE/ BID SPECIFICATIONS	



RUSTENBURG LOCAL MUNICIPALITY

BID PROCESS CRITERIA LIST

RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

TENDERING PROCEDURES:

DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE

A bid not complying with the requirements stated hereunder will be regarded as an “Unacceptable bid”, and as such will be rejected.

“Unacceptable bid” means any bid which, in all respects, does not comply with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

A bid will not be acceptable if:

1. Any pages are missing/ removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. The bid document is completed using a pencil or any other colour ink. Only black pen ink must be used to complete the bid document. Only tick the appropriate option. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
3. The bid has not been properly signed by the designated signatory contained in the tender document.
4. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
5. The bid has been submitted after the relevant closing date and time.
6. The bidder or any of the partners has in the last five years failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of the state after written notice was given to that bidder that performance was unsatisfactory, and or the contract was terminated/ cancelled.
7. The bidder has abused the Rustenburg Local municipality's Supply Chain Management System.
8. The bidder failed to complete and sign and / or disclosing of wrong information in any of the declaration forms mentioned below
9. The bidder has failed to fully complete and sign the MBD 4 form.

NB! In the case of multi directors or joint venture, bidders must submit separate MBD 4 declaration forms for each director

10. The bidder has failed to fully complete and sign the MBD 5 form.

NB! In the case of joint venture, bidders must submit separate MBD 5 declaration forms for each JV partner.

11. The bidder has failed to fully complete and sign the MBD 6.1 form. (except for the table indicating how points will be claimed)
12. The bidder has failed to fully complete and sign the MBD 8 form.
13. The bidder has failed to fully complete and sign the MBD 9 form.
14. The bidder has failed the signatory resolution form.



RUSTENBURG LOCAL MUNICIPALITY

15. The bidder has failed to fully complete and sign the compulsory enterprise questionnaire (CIDB) form.

16. The bidder has failed to fully complete and sign the form of offer (CIDB).

17. The document is completed electronically and or electronically signed.

18. The bidder fails to attach the following documents:

- A valid proof of payment with the relevant reference number as stipulated in the tender advertisement.
- CSD registration documents proving registration was done 7 days before tender closing
- Audited Financial Statements where the bidder has answered yes on question 1 of MBD 5
- Required CIDB Grading Certificate (where applicable).
- Originals sworn affidavits and or certified documents (where requirements).
- The authority of signatory is not submitted (printed on bidder's letter head) for CIDB related projects only.
- The bidder failed to attach a copy of a valid signed Joint Venture Agreement (if applicable) to the bid document.
NB! It is compulsory for the Joint Venture Agreement to have the following minimum compulsory information:
 - ✚ Company names and registration numbers for the partners,
 - ✚ Indication of who the lead partner is,
 - ✚ Percentage sharing of the Joint Venture,
 - ✚ Indication of the address where the Joint Venture will be operating from
- **Municipal rates and taxes statements of the directors**
 - ✚ Current municipal rates and taxes statement in the names of the director (from previous billable month determined by the date of tender closure) for each directors' address must be attached; or,
 - ✚ Valid lease agreement of the director/s showing the minimum critical contractual obligations which are 1. Lease period, 2. Use of premises, 3. Lessors' responsibilities, 4. Lessee' responsibilities, 5. Amounts related to the lease, 6. Address of the leased premises, 7. Signatures of both parties. The lease agreement must be submitted together with the Municipal rates and taxes statement; or
 - ✚ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land; or
 - ✚ If the rates and taxes account is not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are appearing on the municipal rates and taxes statement to confirm that the director resides in their property.
- **Municipal rates and taxes statements of the company**
 - ✚ Current municipal rates and taxes statement in the names of the company (from previous billable month determined by the date of tender closure) for the company's' address must be attached; or
 - ✚ Valid lease agreement of the company showing the minimum critical contractual obligations which are 1. Lease period, 2. Use of premises, 3. Lessors' responsibilities, 4. Lessee' responsibilities, 5. Amounts related to the lease, 6. Address of the leased premises, 7. Signatures of both parties. The lease agreement must be submitted together with the Municipal rates and taxes statement; or
 - ✚ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal; or
 - ✚ If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are



RUSTENBURG LOCAL MUNICIPALITY

reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.



NB!!

The company address written on the tender document, and statement submitted must be the same as the one reflecting on the CSD report

- ✓ For procurement expected to be less than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 90 days at the time of tender closure.
- ✓ For procurement expected to be more than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 30 days at the time of tender closure.

19. The bidder fails to comply with:

- Submitting both a hard copy document and an electronic tender document in the form of a USB (only) which must be clearly marked with the company name. (Bidders will be disqualified for not submitting a USB containing the scanned bidding documentation)
- Bidders who use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.
- Bid documents which are not in envelopes that clearly marked with the bid number and description.

NB! Bidders will not be afforded a chance to rectify by either completing the tender document or submitting outstanding mandatory documents.

VERIFICATION OF DOCUMENTS AND INFORMATION.

- Please note that by submitting this tender document, you are agreeing to the verification process of your supporting documents by the Rustenburg Local Municipality.
- Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- CIDB Grading will be verified.



RUSTENBURG LOCAL MUNICIPALITY

BID NOTICE

RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

TENDER ADVERTISEMENT

<u>BID NO.</u>	<u>DESCRIPTION</u>	<u>DOC. FEES (NON- REFUNDABLE)</u>	<u>EVALUATION CRITERION</u>	<u>ENQUIRIES</u>	<u>COMPULSO RY BRIEFING SESSION</u>	<u>CLOSING DATE</u>
RLM/DP S/0172/2 024/25 -	Re-advert: appointment of a service provider for the supply, operations, support and maintenance of traffic contravention management system, mobile digital laser speed cameras, red light cameras and anpr vehicle system for a period of thirty- six (36) months	<u>TENDER DOCUMENT AMOUNT</u> R 1 500.00 <u>REFERENCE NUMBER:</u> 0172+Company name <u>BANK NAME</u> Standard Bank <u>ACCOUNT NUMBER:</u> 033 054 657	Documents will be available on the E- tender and RLM websites respectively, 5 days after the date of advertisement. NB! Proof of deposit with proper reference as stipulated and required, must be attached with mandatory documents to be submitted	❖ Administrative evaluation (document completion and attachment of all mandatory documents as listed in the tender document) to include all necessary certifications. ❖ Functionality minimum qualifying score 75 out of a maximum of 100 points. ❖ 80/20 preferential point system (price = 80 & Specific goals = 20) NB! That no other evaluation criterion should be used.	N/A	<u>DATE:</u> 05 November 2025 <u>TIME:</u> 11H30

1. Bid documents must be in a sealed packaging clearly marked with the bid number and description, must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than the prescribed closing date, where after the bids will be opened in public at the Municipal offices.
2. All bids will be evaluated in accordance with the Supply Chain Policy of the Rustenburg Local Municipality, PPPFA 2022 and other related legislations. Bids will remain valid for 90 days.



RUSTENBURG LOCAL MUNICIPALITY

3. The lowest or any bid will not be necessarily accepted, and the municipality reserves the right to accept the whole or part of any bid. The municipality reserves the right to increase or decrease quantities as indicated in the technical specifications. A market analysis conducted will be taken into consideration to ensure right procurement and quality service delivery.
4. Tender submission must comply with the instruction note (Tender Completion and Attachment of Mandatory Documents) as well as all other additional tendering condition and requirements stated in the tender document.
5. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
 - (b) the way in which the objector or complainant's rights have been affected; and
 - (c) the remedy sought by the objector or complainant
6. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
7. Submissions which fail to adhere to all the requirements and instructions stated on this advert, E-tender advert, CIDB Website for CIDB tenders as well as the tender document will lead to disqualification.
8. Should there be any contradictions between the information on the advert and the information in the tender document, then the information on this advert will take precedence.



RUSTENBURG LOCAL MUNICIPALITY

TERMS OF REFERENCE (SPECIFICATIONS)

RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

Contents

1. Background.....	15
2. Minimum Requirements.....	15
3. Traffic Management Contravention System Overview.....	16
4. Traffic Management Equipment.....	17
4.1. <i>Digital Laser Speed Camera Specifications – Quantity 2</i>	17
4.2. <i>Fixed Speed and Red light Specifications – Quantity 3</i>	18
4.3. <i>ANPR Roadblock Bus Specifications – Quantity 1</i>	20
4.4. <i>In-Vehicle ANPR Systems – Quantity 2</i>	20
4.5. <i>Mobile Handheld Traffic System Specifications – Quantity 20</i>	21
4.6. <i>Traffic Contravention Back-Office System (Unlimited Users) – Quantity 1</i>	23
4.7. <i>Support Vehicle – Quantity 2</i>	26
4.8. <i>Operations and Resources</i>	26
5. Special Conditions.....	27
6. Appendix A: Tariffs	27



RUSTENBURG LOCAL MUNICIPALITY

Table of Figures

Figure 1: TCMS	16
Table 1: Equipment.....	15
Table 2: Digital Laser Speed Camera	18
Table 3: Fixed Speed and Red Light Camera	20
Table 4: Roadblock Bus.....	20
Table 5: In-Vehicle ANPR System	21
Table 6: Handheld Devices.....	23
Table 7: Back-Office System	26
Table 8: Support Vehicle	26
Table 9: Operations and Resources	27



RUSTENBURG LOCAL MUNICIPALITY

Acronyms

Acronym	Definition
ANPR	Automatic Number Plate Recognition
RLM	Rustenburg Local Municipality
CPA	Criminal Procedure Act
eNaTIS	Electronic National Administration Traffic Information System
GPRS	General Packet Radio Services
GPS	Global Positioning System
IT	Information Technology
mSCOA	Municipal Standard Chart of Accounts
RM	Rustenburg Municipality
SANS	South African National Standards
SBU	Strategic Business Unit
TCSP	Technical Committee of Standards and Procedures
TCMS	Traffic Contravention Management System
WOA	Warrant of Arrest



RUSTENBURG LOCAL MUNICIPALITY

Background

The Rustenburg Municipality: Traffic Services is hereby inviting potential services providers to provide detailed information on the Supply, Operations, Support and Maintenance of Traffic Contravention Management System, Mobile Digital Laser Speed Cameras, Red Light Cameras, Motor Vehicle Pound, ANPR Vehicle System Accident report capturing system and Mobile Handheld Traffic System.

Bidders are required to motivate and substantiate the specified requirements, and non-compliance will result in a zero (0) rating.

The Service Provider will be responsible for the supply, maintenance, support and repairs of all equipments and systems required in this bid. The successful Service Provider will also be responsible for obtaining way leaves for the installation for any equipment from the relevant authorities and for the provision of power, resurfacing, road safety and communication.

The Service Provider will be responsible in ensuring that all speed cameras are approved in terms of the South African National Standards (SANS) and are calibrated at all times as prescribed by Technical Committee of Standards and Procedures for Traffic Law Enforcement Equipment (TCSP).

1. Minimum Requirements

The Service Provider shall provide the following equipment and services, together with support and maintenance.

Services/ Description/ Equipment	Quantity
Digital Laser Speed Camera	2
Fixed Speed and Red-light Camera	3
ANPR Roadblock Bus	1
In-Vehicle ANPR Systems	2
Mobile Handheld Traffic System	20
Traffic Contravention Back-Office System (Unlimited Users)	1
Support Vehicle	2
Operations and Resources	

Table 1: Equipment



2. Traffic Contravention Management System Overview

The below diagram depicts the interaction between the TCMS back-office system and various Traffic devices outside the Municipality IT network.

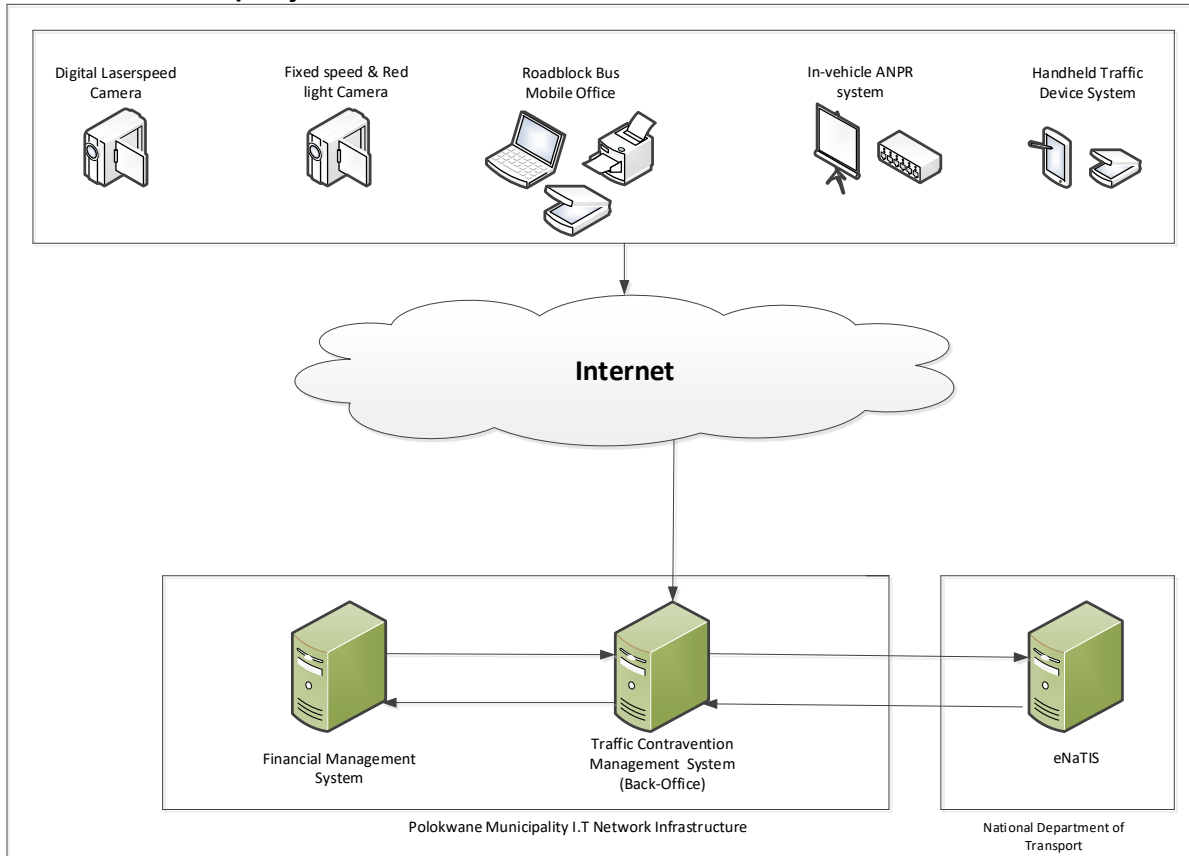


Figure 1: TCMS



RUSTENBURG LOCAL MUNICIPALITY

The below section is an outline of the above diagram, please refer to table 2 to table 7 for detailed specifications of the devices.

- The Digital Laser Speed camera should be able to successfully upload offender images and data to the back-office system in real-time using GPRS, 3G and 4G communication.
- The Fixed Speed and Red light camera should be able to successfully upload offender images and data to the back-office system in real-time using GPRS, 3G and 4G communication.
- The ANPR Roadblock bus will be equipped with mobile office and should be able to search the back-office system for offences through the internet.
- The In-Vehicle ANPR system will be equipped with a touch screen and should be able to query the back-office system for offender details through the internet.
- The Mobile Hand-held Traffic device should be able to capture and upload offender images and data to the back-office system in real-time using GPRS, 3G and 4G communication.
- The Traffic Contravention Management system should be accessible through a web interface and allow communication outside the Rustenburg municipality IT network via 3G, 4G and Wi-Fi technologies for uploading offences and images.
- The Traffic Contravention Management system should be able to integrate with the Financial Management system to effectively exchange financial data generated from traffic infringements.
- The Traffic Contravention Management system should be able to integrate with the eNaTIS system for data synchronisation of vehicles details with offender details.

3. Traffic Management Equipment

3.1. Digital Laser Speed Camera Specifications – Quantity 2

Specification	Functional Requirement	Comply (Y/N)
SANS 1795 And Compliant Certification	All supplied speed cameras must have a valid calibration certificate.	
Regular Calibration	A New calibration certificates in terms of SANS 1795 must be provided to the Municipality every 6 months.	
Automatic/Wireless Image Upload Communications using GPRS, 3G, 4G	The supplied speed camera must be able to automatically upload offender images and data to the back-office contravention system in real-time. The speed camera must be able to communicate with the back-office system and confirm that images are uploaded successfully, the Service Provider shall	



RUSTENBURG LOCAL MUNICIPALITY

	provide audit reports to confirm all offences where successfully uploaded wirelessly.	
Built-In GPS	The supplied speed camera shall provide GPS data with every image uploaded, and provide regular location updates to the back-office system to monitor the location of the speed camera.	
Laser Range	The supplied speed camera must be able to capture up to 250 meters.	
Camera Lens	The supplied speed camera must automatically focus and adjustment. Officers must not be required to setup the camera focus or adjust the camera lens in any way.	
Internal or External auxiliary Flash	The supplied speed cameras must include Auxiliary Flash for night mode operations.	
Remote Monitoring	The supplied speed cameras must be able to communicate with the back-office system and supply real-time updates on the speed cameras activities location, officer logged in and rate of offences captured per hour.	

Table 2: Digital Laser Speed Camera

3.2. Fixed Speed and Red light Specifications – Quantity 3

Specification	Functional Requirement	Comply (Y/N)
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RUSTENBURG LOCAL MUNICIPALITY

SANS 1795 and compliant certification	All supplied Speed and Red-Light monitoring cameras must have a valid calibration certificates.	
Regular Calibration	New calibration certificates must be provided to the Municipality every 6 months in terms of SANS 1795.	
Automatic/Wireless Image Upload Communications using GPRS, 3G, 4G	The supplied speed and Red-Light cameras must be able to automatically upload offender images and data to the back-office contravention system in real-time. The speed cameras must be able to communicate with the back-office system and confirm that images are uploaded successfully; the Service Provider shall provide audit reports to confirm all offences were successfully uploaded wirelessly.	
Auxiliary Flash	The supplied speed and Red-Light cameras must include auxiliary Flash for night time operations.	
Remote Monitoring	The supplied speed and Red-Light cameras must be able to communicate with the back-office system and supply real-time updates on the speed cameras activities, location, officer logged in and rate of offences captured per hour.	
Red-Light and speed violation	The supplied speed and Red-Light camera shall capture Red Light and Speed violations.	



RUSTENBURG LOCAL MUNICIPALITY

Table 3: Fixed Speed and Red Light Camera

3.3. ANPR Roadblock Bus Specifications – Quantity 1

Specification	Functional Requirement	Comply (Y/N)
Mobile Office Setup with space for 2 operators	The ANPR Roadblock Bus shall be fitted with a mobile office; the mobile office shall accommodate space for two (2) operators.	
Mobile Office Printer; minimum specification - Laser Printer	The ANPR Roadblock Bus shall be fitted with a printer; operators must be able print a copy of the offenders signed warrants in the vehicle and payment receipts.	
Mobile Office Computers; minimum specification - Intel Core i5, with 19" Screen, 8GB Ram and 500GB HDD space	The ANPR Roadblock Bus must have two (2) computers, one (1) computer must monitor the ANPR camera, and the other must be available to search the back-office system using a person's ID number for offences, and capture a payment.	
Generator and Battery Pack with a minimum of 6 hours of operations.	The ANPR Roadblock Bus shall be fitted with a generator and a battery pack; the bus operator must be able to use the generator to charge the buses battery pack to operator the systems on-board.	
Day and Night ANPR Dual Lane Camera	The ANPR Roadblock Bus must be fitted with a Day and Night operations ANPR camera/ cameras. The ANPR Roadblock Bus must be able to operate an ANPR on either side of the road in every operation.	
Minimum specification Toyota Quantum Panel Van or similar	The ANPR Roadblock Bus must have similar minimum specification as the Toyota Quantum Panel Van	
On-board CCTV Monitoring inside and outside of the vehicle	The ANPR Roadblock Bus must be fitted with an on-board CCTV system; cameras must be mounted inside the ANPR Roadblock Bus and outside. All recordings must be safely stored and managed.	

Table 4: Roadblock Bus

3.4. In-Vehicle ANPR Systems – Quantity 1

Specification	Functional Requirement	Comply (Y/N)
In-Vehicle ANPR System with minimum specification 10" Touch Screen	In-Vehicle ANPR System shall be fitted/ mounted with a minimum touch screen size of 10 inch's. The operators must be able to use the touch screen to capture or query the back-office system for	



RUSTENBURG LOCAL MUNICIPALITY

	offender details based on the ID number or vehicle registration number.	
Dual Lane ANPR Front and Rear Day/ Night Cameras, detecting outstanding warrants.	The In-Vehicle system must have 2 ANPR cameras monitoring the front and rear. The cameras must be able to operate day and night. The cameras must detect vehicles with executable warrants in real-time and notify the operators in the vehicle.	
Real-time Query from On-board system to back-office contravention system	Operators shall search for offenders using an ID number or vehicle registration. The system must be able to query the back-office system and download a list of all outstanding offences.	
Live monitoring of vehicle location and currently logged in operators	The In-Vehicle system must automatically update the back-office system with the vehicles location and the operators in the vehicle.	
Audit reports of all manual queries/search done in from the vehicle to the back-office contravention system	The Service Provider shall provide reports showing all queries/searches done in the vehicles by the operators. The system must log all queries/searches and the location of the vehicle, and the operator when the query/search was made.	
Battery Pack with a minimum of 3 hours of operations.	The In-Vehicle ANPR system must run off on its own power source when the vehicle is switched off. The vehicle's battery must not be the source of power when the vehicle is switched off.	

Table 5: In-Vehicle ANPR System

3.5. Mobile Handheld Traffic System Specifications – Quantity 20

Specification	Functional Requirement	Comply (Y/N)
Rugged Handheld device with minimum IP65 rating	The handheld devices supplied shall be a minimum sealing rating of IP65.	
Minimum drop specification of 2 meters	The handheld device shall have a minimum drop specification of 2 meters	



RUSTENBURG LOCAL MUNICIPALITY

The handheld devices operating system must be Windows Mobile or Android	The handheld device must contain Windows Mobile or Android. The handheld device must allow for the installation of third party applications.	
The handheld device must allow for an SD card	The Handheld device must allow for the use of an SD card.	
The handheld device communications Wi-Fi, 3G, 4G, Bluetooth	The Handheld device must have built-in Wi-Fi, 3G or 4G, and Bluetooth. The handheld must be able to use any network carriers SIM cards. The handheld device should be able to connect into a docking station and upload information.	
Built-In GPS	The supplied Handheld device shall provide GPS data with every section 56 notice captured, and provide regular location updates to the back-office system to monitor the location of the device. The handheld device must provide the officer with the location that the ticket is being issued using GPS, and the GPS location must be printed on the ticket.	
2D Barcode scanner built-in	The supplied handheld device must have a built-in handheld scanner, and must be used to scan and decrypt the barcode on the back of the South African driver license card.	
Built-In Touch Screen	The handheld device must have a built-in colour touch screen with minimum size of 3 inches to capture a digital signature.	
Built-In QWERTY keyboard	The handheld must have a QWERTY keyboard	
Built-In Camera Minimum 3 Megapixel	The handheld device must have a built-in camera, and officer must be able to capture picture and video evidence. Images and videos must also be taken for accident reports captured in the device.	
Mobile device to capture Section 56 written notice in terms of CPA	The handheld system must be able to provide the ability to capture an infringement/ticket and capture pictures or video using the camera for evidence. The handheld device must be able to gather offender's information by scanning the offender's driver's license and vehicle registration disk.	
Mobile device to capture Accident Reports	The handheld system must be able to provide the ability to capture accident reports and capture pictures or video using the camera for evidence. The handheld device must be able gather offender's information by scanning the offender's driver's license and vehicle registration disk.	



RUSTENBURG LOCAL MUNICIPALITY

Mobile device to capture Stop and Go's	The handheld system must be able to provide the ability to capture vehicle inspection/ Stop and Go's, check offender's outstanding infringement/ticket in real-time. Officers must be able to use the mobile handheld to capture video or picture evidence of vehicles at Stop and Go's. For example, picture of cracked windscreen or worn tyres. The handheld device must be able to gather offender's information by scanning the offender's driver's license and vehicle registration disk.	
Real-Time uploads and communication with back-office system	The handheld system shall upload any offence, accident report or vehicle inspection to the back-office system in real-time.	
Print offender ticket on site	The handheld device must print an offender's ticket on a mobile printer. The paper must be able to last and not fade for a period of 2 to 3 years.	
Printed offender details on ticket	The offender's ticket printed by the mobile printer must show the department logo, the notice number and a barcode of the notice number, and the picture of the offender, together with all the Section 56 information.	
Maximum printed ticket shall be 30cm	The offender's ticket printed must be no longer than 30 cm and print all the legal terms of the ticket on the back of the printed ticket.	
Rugged Mobile Printer	The mobile printer must be rugged and be able to print the ticket wirelessly from the device and up to 30 meters away.	
Print from Multiple devices at once	The printer must be able to print from multiple devices in one location, and inform the device when the printed ticket has finished printing.	
Mobile system must detect if driver's license is present, expired, or is vehicle license is expired	The handheld device must be able to automatically generate a ticket if the vehicle license has expired or not present, and if the offender's driver's license is expired or not present.	

Table 6: Handheld Devices

3.6. Traffic Contravention Back-Office System (Unlimited Users) – Quantity 1

Specification	Functional Requirement	Comply (Y/N)
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RUSTENBURG LOCAL MUNICIPALITY

Web-based traffic contravention back-office system	The system must be web-based and operate on Internet Explorer 9 and above. Users must be able to interface to the system via a web site.	
Web-based access	The system must at all times be accessible from any computer within the municipality network, via Internet Explorer 9 and above.	
Image Processing	The Traffic Contravention Back-office System must provide an interface facility that must accommodate the uploading of camera images and offence details from any camera technology.	
Wide System Connectivity	All data communications between servers and workstations must be available and accessible at all times (24/7) from within the municipality network infrastructure in order to facilitate process i.e. Cashier, enquiries, case results, MIS (Management Information Systems). The system must also be accessible from anywhere outside the municipality environment i.e. 3G cellular data networks, or Wi-Fi where applicable, etc.	
Side by side capture	The system must allow for scanning of section 56 documents and capturing the documents on a side-by-side screen.	
Court Roll	The system must provide court rolls, with automatically generated Case Numbers in sequence, with Municipality request prefix and suffix surrounding the case number.	
Case Results	The system court roll must automatically generate a case results register and a user must be able to capture case results as per the order of the court roll.	
Integration with eNaTIS	System must be able to integrate with eNaTIS and/or alternative databases to obtain offender full name, surname, ID Number and address details.	
Capture audit reports	The System must provide for the capturing of handwritten contravention notices including audit trails. Audit report shall show the user, date and time also the total number of notices captured per day.	
Image Processing	The System must provide for processing of camera images, the processing and printing thereafter, uploading of all camera offence details.	
Image Verification	The system must provide for the capturing and verification of camera offences prior to the processing thereof.	
Image Viewing	The system must allow the payments clerk to show the offender the camera image of the offence in the system in full screen.	
Section 54 summons in terms of CPA	The System must be able to generate and print summonses on a daily basis.	



RUSTENBURG LOCAL MUNICIPALITY

Summons Management	The provision of the summons management lifecycle.	
Fresh Capture	The system must allow the payments clerk to capture section 56 and 341 written notice of the CPA from a walk-in offender, if both notices are not yet captured in the system.	
Representation Letters	The system must be able to capture representations and representation results. The system must be able to generate representation letters.	
Offender Reports	The system must be able to print a detailed report for the offender, which must show the offence details, representation details, court details and warrant details	
Warrant of Arrest Printing	The system must be able to print WOA and Summons documents on carbon paper	
Book Allocation	The system shall have book allocation functionality, notice books must be registered in the system and allocated to officers using the system	
Outstanding books	The system must show outstanding books of an officer before being allocated a new book.	
Book Allocation Reporting	The book allocation functionality must provide detailed reports of all books registered in the system, books allocated to officers, missing documents and notice books that where re -allocated.	
Payment Receipts	The system must be able to print the offender's receipts on a laser printer	
Bylaw's	The system must allow for Bylaw payments and vote allocations	
Reports	The system must be able to provide the following type of reports	
	• Daily, Weekly, Monthly Cashiers Report	
	• Daily, Weekly, Monthly Payments Report	
	• Daily, Weekly, Monthly Successful Images Processed Report	
	• Daily, Weekly, Monthly Unsuccessful Image Processed Report	
	• Daily, Weekly, Monthly Captures Report	
	• Daily, Weekly, Monthly Cancelled Payments Report	
	• Daily, Weekly, Monthly Officers Issued Report	
	• Daily, Weekly, Monthly Financial Summary Report	
	• Daily, Weekly, Monthly Representation	
	• Daily, Weekly, Monthly WOA Register	
	• Daily, Weekly, Monthly Spot Fine Register	
	• Daily, Weekly, Monthly AOG Register	



RUSTENBURG LOCAL MUNICIPALITY

	Daily, Weekly, Monthly Accident Reports	
	Customisable Reports	
Accident Reports	The system must be able to capture accident reports	
Accident Reports from mobile handheld device	The system must import all accident reports captured on the mobile handheld device, together with all images and videos taken by the officer. The mobile handheld device must provide the location of the accidents using GPS location, and the system must be able to show the site of the accident on a map.	
Roadblock ANPR Bus updates	The system must automatically update the ANPR roadblock bus with data before each operation starts.	
Call Center	The system must provide read-only enquiries functionality for the call center; the system must be able to email details of the offence as shown in the system to the offender by inserting the email address of the offender.	
User Access	The system must be web-based and users must have the ability to use any computer on the municipality network to login to the system.	

Table 7: Back-Office System

3.7. Support Vehicle – Quantity 1

Specification	Functional Requirement	Comply (Y/N)
Minimum 1600cc	The support vehicle must be a minimum of 1600cc and provide adequate space of speed cameras and mobile handheld devices.	

Table 8: Support Vehicle

3.8. Operations and Resources

Specification	Functional Requirement	Comply (Y/N)
Printing	The service provider shall provide the specification for printers required to print the warrants, summons, notices, warrant registers and the court rolls including special printers to print section 341 printers.	
Posting	The service provider shall print, post and sms all Section 341 mailers, representation letters and summons where required. Service Provider to assist in acquiring accurate addresses of the offenders.	



Table 9: Operations and Resources

4. Special Conditions

- Service provider to provide training to Municipal officials on support and operation of the system.
- The Municipality will provide the speed measuring equipments and the service provider will be responsible for the maintenance and calibration.
- The Traffic Contravention Management system will be hosted in-house within the Rustenburg Municipality IT network infrastructure.
- The Municipality will provide the hardware and operating software for the servers and workstations while the service provider will provide the TCMS and ancillary software application.
- The data ownership belongs to the Rustenburg Municipality.
- The Service Provider will perform data cleansing and migration.
- Service provider to assist the Municipality in ensuring that they have permission from the Director of Public Prosecution for authority to utilize the equipment;
- The system should integrate with the Municipal Financial Management system and should be mSCOA compliant;
- The system should support easy pay services, Post Office, online payment methods and any other technology related methods.
- The Service provider shall perform all work within the Municipality policies and statutory framework of the RSA.
- The Service provider shall repair any damage to or defect in the cameras and ancillary equipments, if the equipment cannot be repaired, a replacement shall be made available within a period of 72 hours and the replacement shall comply with all the requirements in terms of the agreement that shall be entered into.
- The Service provider should advice on the latest technology advances and specifications of the above-mentioned equipment.

5. Appendix A: Tariffs

The successful Service Provider for the Traffic Contravention Management system to be paid per finalized paid fine (including Vat) which will include the following services:

- Processed and paid infringement notices
- After sale support
- Equipment rental
- Management of summons

Approval



RUSTENBURG LOCAL MUNICIPALITY

TERMS OF REFERENCE/ SPECIFICATIONS

1. FUNCTIONALITY CRITERIA

- (a) All bids must first meet all the submission requirements to be considered for evaluation
- (b) First evaluation phase will be functionality where bids must obtain a minimum threshold of 70% points to be considered for second evaluation phase.
- (c) Second evaluation phase is an 80/20 price preference point system. In this phase all bidders who achieved the minimum threshold will be on equal footing during this evaluation phase.

Should the Bidder supply equipment that is not as per the specification, such equipment will be replaced at the bidder's cost



RUSTENBURG LOCAL MUNICIPALITY

❖ EXPERTISE REQUIREMENTS

- ❖ All personnel must have the minimum certifications in their field of expertise and have a minimum of three (3) years' working experience in the relevant field.
- ❖ Project manager must have a project management qualification. With minimum of three (3) relevant projects rolled out successfully.
- ❖ A company who have successfully completed a minimum of three (3) projects in Municipal Law Enforcement in each of the following:
 - Traffic Management;
 - By-Law Enforcement;
 - Speed Prosecutions;
 - Court processes;
 - Crash Management and
 - Local Contravention Management System (LCMS)
- ❖ All bidders must demonstrate a full understanding of the services that is required in relation to the required modules i.e. Administrative Adjudication of Road Traffic Offences (AARTO), Criminal Procedures Act (CPA), Crash Management Modules and Payment Systems and processes in a process flow in line with the legislative prescripts.
 - All bidders must comply with the following:
 - ❖ National Regulator for Compulsory Specifications (NRCS) – Type Approval Certificate (For All Types of Cameras)
 - ❖ National Metrology Institute of South Africa (NMISA) – Verification Certificate (Calibration)
 - ❖ South African Bureau of Standards (SABS) SANS 1795 (1-5) Certificate of Compliance
 - ❖ Certified copies of OEM ICASA License Certificates for the following equipment:
 - ANPR Cameras (Fixed, Mobile and Vehicle mounted)
 - Computers and Network devices



RUSTENBURG LOCAL MUNICIPALITY

FUNCTIONALITY

RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

FUNCTIONALITY

NB: For a bidder to qualify, it is a requirement for a prospective bidder to score a minimum of 70 out of 100 points for functionality.
Rustenburg Local Municipality reserves the right to verify all the information provided.

Values: non-submission/ less=0, 1 = Poor, 3 =Good, 5 = Excellent

ITEM	CRITERIA	WEIGHT	VALUE	SCORE	VERIFICATION METHOD
Company experience		25			
1.1	Company experience: Bidders must have delivered projects relating to Municipal Law Enforcement (Traffic Management, By-Law Enforcement and Crime Prevention), Speed Prosecutions, Crash Management and Court processes.			The bidder must attach appointment letter and reference letters/ completion certificates	
	6 Appointment and reference letters per project and above (Value= 5)				
	5 Appointment and reference letters per project (Value = 3)				
	3 - 4 Appointment and reference letters per project (Value = 1)				
	2 or less Appointment and reference letters per project (Value = 0)				
2. Key Personnel					
2.1	Technical Personnel (Registered with relevant body to conduct the IT services)	12.5		Attach a comprehensive CV with clear experience in Traffic Management systems.	
	7 Years' and above experience (Value = 5)				
	5 – 6 Years' experience (Value = 3)				
	3 – 4 Years' experience (Value = 1)				
	2 Years' or less experience (Value = 0)				
2.1.1	Technical Personnel Qualification	12.5		Attach certified copies of qualifications (minimum NQF level 5) in Information Technology or System Administration	



RUSTENBURG LOCAL MUNICIPALITY

	Attached (Value = 5)				
	Did not attach (Value = 0)				
2.2 Technical Personnel (Registered)		12.5		Attach a comprehensive CV with clear experience in software development and system administration	
	7 Years' and above experience (Value = 5)				
	5 – 6 Years' experience (Value = 3)				
	3 – 4 Years' experience (Value = 1)				
	2 Years' or less experience (Value = 0)				
2.2.1 Technical		12.5		Attach certified copies of qualifications (minimum NQF level 5) in IT Technology	
	Attached (Value = 5)				
	Did not attach (Value = 0)				
2.3 Project Manager with traffic management contravention system experience		12.5		Attach a comprehensive CV with clear experience	
	7 Years' and above experience (Value = 5)				
	5 – 6 Years' experience (Value = 3)				
	3 – 4 Years' experience (Value = 1)				
	2 Years' or less experience (Value = 0)				
2.3.1 Contracts Manager Qualification		12.5		Attach certified copies of qualifications (minimum NQF level 7) in IT Technology and registered with either Institute of Chartered IT Professionals (ICITP) or the Institute of Information Technology Professionals South Africa (IITPSA).	
	Attached (Value = 5)				
	Did not attach (Value = 0)				
TOTAL		100			



RUSTENBURG LOCAL MUNICIPALITY

Calculate the points scored according to the following formula:

$$Ps = \frac{[So]}{Ms} \times Ap$$

Where:

Ps = percentage scored for functionality by the bid under consideration

So = total score of bids under consideration, i.e. weight X value = score

Ms = maximum possible score = 500

Ap = percentage allocated

$$\text{Total percentage scored by the bidder on functionality: } Ps = \frac{\quad}{500} \times 100 =$$

NB: No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of 70 out of a maximum of 100 points.



RUSTENBURG LOCAL MUNICIPALITY

AUTHORITY FOR SIGNATORY

RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

SIGNATORY AUTHORISATION

(TO BE COMPLETED BY THE BIDDER)

I/We the undersigned, am/are authorized to enter into this contract on behalf of

(Name of Firm)

By resolution taken at a meeting held on the day of (month).....2025 resolved to authorise

..... holder of ID number to sign all the documents on
behalf of the company.

Print name of authorised representative:

Signature:



RUSTENBURG LOCAL MUNICIPALITY

NAME AND SURNAME OF THE DIRECTORS	SIGNATURE

PLEASE NOTE: Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the bid/tender liable to rejection.



RUSTENBURG LOCAL MUNICIPALITY

MBD 1

INVITATION TO BID

RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

**PART A
MBD 1**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY					
BID NUMBER:	RLM/DPS/0172/2024/25	CLOSING DATE:	05 NOVEMBER 2025	CLOSING TIME:	11H30
DESCRIPTION	RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT:

RUSTENBURG LOCAL MUNICIPALITY				
MISSIONARY MPHENI HOUSE				
CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG				
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:



RUSTENBURG LOCAL MUNICIPALITY

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr. C. Mokale
CONTACT PERSON	Mr. J. Masinga	TELEPHONE NUMBER	014 590 3124
TELEPHONE NUMBER	014 590 3123	E-MAIL ADDRESS	cmokale@rustenburg.gov.za
E-MAIL ADDRESS	jmasinga@rustenburg.gov.za		



RUSTENBURG LOCAL MUNICIPALITY

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, COMPLETED WITH A BLACK PEN
- 1.3. **THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, 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: (BIDDER MAY NOT BE DISQUALIFIED ON THIS PART IF INDICATED THAT THEY ARE NOT FOREIGN BASED SUPPLIER)

- 3.1. **IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?** ☐ YES ☐ NO
- 3.2. **DOES THE ENTITY HAVE A BRANCH IN THE RSA?** ☐ YES ☐ NO
- 3.3. **DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?** ☐ YES ☐ NO
- 3.4. **DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?** ☐ YES ☐ NO
- 3.5. **IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?** ☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS WILL 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:

.....



RUSTENBURG LOCAL MUNICIPALITY

PRICING SCHEDULE

RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

PRICING SCHEDULE

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED, NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

NAME OF BIDDER: _____

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

SCHEDULE OF PRICES/RATES:

PRICING

Item no	Description and specification	Quantity	Amount
1	Charge per finalized paid fine	Price per paid fine (Excl. Vat)	
		VAT @ 15%	
Total price (including VAT)			

Conditions:

- **All prices quoted must be inclusive of VAT**
- **If the schedule is not signed the bid will not be considered**
- **No Tip-ex or correction fluid to be used on the quotation documentation-will lead to instant disqualification**

Does the offer comply with the specification(s)? (Tick applicable box)

If not to specification, indicate deviation (s) _____

Period required for delivery after receipt of official purchase order _____

Name of Authorised person: _____

Signature: _____ Date: _____



RUSTENBURG LOCAL MUNICIPALITY

YES	NO

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination. ***"all application taxes" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Bidders must participate in the corporate social Responsibility (community Investment) Initiative of the municipality. It is therefore compulsory for all bidders appointed by the municipality to contribute two (2) percent.

The Service Provider must ensure that they employ suitably qualified employees

Disclaimer

After award, upon supply of the equipment, the award will be reversed if the bidder/s supplies equipment that does not comply with the stipulated specification and SANS 1795-4: 2007 standard (as amended).



RUSTENBURG LOCAL MUNICIPALITY

**MBD 4
DECLARATION OF INTEREST
(IN CASE OF MULTI DIRECTORS OR JOINT VENTURE,
BIDDERS MUST SUBMIT SEPARATE MBD 4 DECLARATION
FORMS FOR EACH DIRECTOR)**

**RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A
SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS,
SUPPORT AND MAINTENANCE OF TRAFFIC
CONTRAVENTION MANAGEMENT SYSTEM, MOBILE
DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS
AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX
(36) MONTHS**



RUSTENBURG LOCAL MUNICIPALITY

MBD 4: DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state.

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1. Full Name of bidder or his or her representative:

2.2. Identity Number:

2.3. Position occupied in the Company (director, trustee, hareholder²):

2.4. Company Registration Number:

2.5. Tax Reference Number:

2.6. VAT Registration Number.....

2.7. Personal Reference Tax Number.....

- 2.7.1. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 3 below.

“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.8. Are you presently in the service of the state?



RUSTENBURG LOCAL MUNICIPALITY

(Tick applicable box)

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

2.8.1. If yes, furnish particulars.

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;

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

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

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

² 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.

2.9. Have you been in the service of the state for the past twelve months?

(Tick applicable box)

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

2.9.1. If yes, furnish particulars.....

2.10. 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?

(Tick applicable box)

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

2.10.1. If yes, furnish particulars.....

2.11. 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?



RUSTENBURG LOCAL MUNICIPALITY

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

2.11.1. If yes, furnish particulars.....

2.12. Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

2.12.1. If yes, furnish particulars.....

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

2.13.1. If yes, furnish particulars.....

2.14. 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.

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

2.14.1. If yes, furnish particulars.....

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

MBD 5
DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

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

*YES	NO
------	----
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
-
-
- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

*YES	NO
------	----
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 2.2 If yes, provide particulars.
-
-
-
- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES	NO
------	----
- 3.1 If yes, furnish particulars
-
-



RUSTENBURG LOCAL MUNICIPALITY

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

*YES	NO
------	----

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position in the Firm/Company

..... 2025
Date



RUSTENBURG LOCAL MUNICIPALITY

MBD 6.1 PREFERENCE POINTS CLAIM FORM

RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 will be applicable in this tender.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS



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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



RUSTENBURG LOCAL MUNICIPALITY

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.



RUSTENBURG LOCAL MUNICIPALITY

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. Points claimed will be verified by RLM using the CSD Report, and preference points will be allocated accordingly. Bidders who fail to complete the table below will NOT be disqualified BUT will not be allocated preference points.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
Rustenburg Jurisdiction	5		Latest (not older than three months) Municipal Account/Traditional Council letter
Rural /Township Businesses	4		Latest (not older than three months) Municipal Account/Traditional Council letter
Black People	2		Full CSD Report
Persons with Disability	2		Full CSD Report
Youth	5		Full CSD Report
Women	2		Full CSD Report
Total	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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



RUSTENBURG LOCAL MUNICIPALITY

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:
.....



RUSTENBURG LOCAL MUNICIPALITY

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		



RUSTENBURG LOCAL MUNICIPALITY

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		



RUSTENBURG LOCAL MUNICIPALITY

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



RUSTENBURG LOCAL MUNICIPALITY

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete. I, the undersigned, in submitting the accompanying bid: **RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS** Bid Number and Description) in response to the invitation for the bid made by:

RUSTENBURG LOCAL MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder): Bidders are required to fill in the name of their company in the space provided above.

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;



RUSTENBURG LOCAL MUNICIPALITY

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



RUSTENBURG LOCAL MUNICIPALITY

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

GENERAL CONDITIONS OF CONTRACT

RLM/DPS/0172/2024/25 - RE-ADVERT: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

GENERAL CONDITIONS OF THE CONTRACT
(NOT TO BE ALTERED)

PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dated July 2010 as set out by the National Treasury: Republic of South Africa
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



RUSTENBURG LOCAL MUNICIPALITY

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)



RUSTENBURG LOCAL MUNICIPALITY

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.



RUSTENBURG LOCAL MUNICIPALITY

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.

3. General

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.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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.

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.

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.

6. Patent Rights

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.



RUSTENBURG LOCAL MUNICIPALITY

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.

7. Performance security

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.

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.

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:

- (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



RUSTENBURG LOCAL MUNICIPALITY

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.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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.

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.

10. Delivery and documents

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.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.



RUSTENBURG LOCAL MUNICIPALITY

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.

14. Spare parts

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:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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.

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.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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.

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.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.



RUSTENBURG LOCAL MUNICIPALITY

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.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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.

18. Variation orders

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. 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.

19. Assignment

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.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's delivery and/or performance

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.

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.

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.

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.



RUSTENBURG LOCAL MUNICIPALITY

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.

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;



RUSTENBURG LOCAL MUNICIPALITY

- (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 favourable 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.



RUSTENBURG LOCAL MUNICIPALITY

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 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.



RUSTENBURG LOCAL MUNICIPALITY

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 **restrictive practices** 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.