



CHIEF ALBERTLUTHULI LOCAL MUNICIPALITY

TENDER NO: ALMT21/2024

PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK OFFICE SYSTEMS AND RELATED SERVICES FOR CHIEF ALBERT LUTHULI MUNICIPALITY FOR 36 MONTHS.

CLOSING DATE:	17/01/2025	TIME	12H00
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NAME OF TENDERER	
TOTAL AMOUNT (MBD 3.1)	
CENTRAL SUPPLIER DATABASE NUMBER	
TAX COMPLIANCE PIN	
CONTACT PERSON	
TELEPHONE NUMBER	

ENQUIRIES REGARDING		BID PROCEDURES
SUPPLY CHAIN MANAGEMENT UNIT		
JAMES NKOSI		
MANAGER SUPPLY CHAIN		
TEL. NUMBER	017 843 4000	

CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

TENDER DETAILS			
TENDER NUMBER	ALMT21/2024		
TENDER TITLE	PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK OFFICE SYSTEMS AND RELATED SERVICES FOR CHIEF ALBERT LUTHULI MUNICIPALITY FOR 36 MONTHS.		
CLOSING DATE	17/01/2025	CLOSING TIME	12H00
TENDER DOCUMENT FEE	R928,62	PREFERENCE POINT SYSTEM	80/20 or 90/10
BID BOX SITUATED AT	28 Kerk Street Carolina 1185		
OPERATING HOURS	The bid box is open during office hours, Monday to Friday from 8h00 to 16h00 and Fridays from 8h00 to 13h00.		
OFFER TO BE VALID FOR	90	DAYS FROM THE CLOSING DATE OF TENDER.	
OFFER TO BE VALID FOR	90 DAYS FROM THE CLOSING DATE OF TENDER.	LOCAL CONTENT	None

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting bids (open bids)
2. **Tenders that are deposited in the incorrect box will not be considered.**
3. This bid is subject to the Preferential Procurement Policy 2022, the General Conditions of contract (GCC) and, if applicable, any other special conditions of contract.
4. Mailed, telegraphic, telex, or faxed tenders will not be accepted.
5. No late bids after closing date and time will be accepted.
6. Bids not clearly marked and unamend will not be accepted.
7. Bids may only be submitted on the bid documentation provided by the municipality.
8. No awards will be made to a person:
 - i. Who is in the service of the state,
 - ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
 - iii. Who is an advisor or consultant contracted with the municipality or municipal entity

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The following schedule of fees will be the basis of the tender67**GENERAL CONDITIONS OF CONTRACT.....85**

SCHEDULE OF DOCUMENTS

The tender documents for this contract comprises of the following:

THE TENDER

T1: Tendering procedures

- T1.1. Tender Notice and Invitation to Tender
- T1.2. Tender Data
- T1.3. Standard Conditions of Tender

T2: Returnable documents

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules
- T2.2.1 Returnable Schedules Required for Tender Evaluation Purposes

- Schedule 1 : Resolution of Board of Directors
- Schedule 2 : Schedule of proposed sub-contractors
- Schedule 3 : Commitments of Tenderer
- Schedule 4 : Record of Addenda to tender documents
- Schedule 5 : Compulsory enterprise questionnaire
- Schedule 6 : Clearance certificate for water and lights
- Schedule 7 : Registration on Central Supplier Database
- Schedule 8 : Company Experience
- Schedule 9 : Organasational Structure

T2.2.2 Compulsory Municipal Bid Documentation

- MBD 4 : Declaration of Interest
- MBD 5 : Declaration for procurement above R10-million
- MBD 6.1 : B-BBEE status level
- MBD 7.1 : Contract form for purchasing of goods / works
- MBD 7.2 : Contract form for rendering of services
- MBD 8 : Declaration of bidder's past supply chain management practices
- MBD 9 : Certificate of Independent Bid Determination

THE CONTRACT

C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.1.1 Form of Offer

C1.1.2 Form of Acceptance

C1.1.3 Schedule of Deviations

C1.2 Contract Data

C1.2.1 Part 1: Data provided by the Employer

C1.2.2 Part 2: Data provided by the Service Provider

C1.2.3 Part 3: Specifications

C2: Pricing Schedule

C2.1 MBD 3.1: Pricing Schedule

C3: Terms of Reference

THE TENDER

TENDER NO.					
		BIDDER	WITNESS	EMPLOYER	WITNESS

T1 TENDERING PROCEDURES

TENDER NO.					
		BIDDER	WITNESS	EMPLOYER	WITNESS

T1.1 TENDER NOTICE & INVITATION

MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

BID NUMBER:	ALMT21/2024	CLOSING DATE:	17/01/2025	CLOSING TIME:	12:00
DESCRIPTION	PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK OFFICE SYSTEMS AND RELATED SERVICES FOR CHIEF ALBERT LUTHULI MUNICIPALITY FOR 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 (STREET ADDRESS)

CHIEF ALBERT LUTHULI Local Municipality,**28 KERK STREET****CAROLINA****1185****SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ 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	DEPARTMENT	COMMUNITY SERVICES
CONTACT PERSON	JAMES A NKOSI	CONTACT PERSON	MR. S MALAZA
TELEPHONE NUMBER	017 843 4000	TELEPHONE NUMBER	017 843 4000

TENDER NO.					
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BIDDER

WITNESS

EMPLOYER

WITNESS

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY

TENDER NO.: ALMT21/2024

CLOSING DATE: 17/01/2025 AT 12H00

PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK OFFICE SYSTEMS AND RELATED SERVICES FOR CHIEF ALBERT LUTHULI MUNICIPALITY FOR 36 MONTHS.

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for the PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK OFFICE SYSTEMS AND RELATED SERVICES FOR CHIEF ALBERT LUTHULI MUNICIPALITY FOR 36 MONTHS.

Tender documents and specifications are available and can be obtained from Cashiers point, Municipal Building, 28 kerk street, Carolina, Mpumalanga 1185 (Tel: [017] 843-4000), at a non-refundable printing fee of **R928,62** or downloaded form etenders.

The closing time for receipt of tenders is **12:00hrs** on **17/01/2025**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Hereafter all bids will be public.

Any technical enquiries relating to the tender document may be directed to Nkosi JA at 017 843 4000.

Fully completed tender documents, clearly marked "**Tender No. ALMT21/2024: PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK OFFICE SYSTEMS AND RELATED SERVICES FOR CHIEF ALBERT LUTHULI MUNICIPALITY FOR 36 MONTHS.**" with "**NAME of TENDERER**" **must be placed in a sealed envelope and placed in the tender box at Chief Albert Luthuli Municipality, 28 kerk street, Carolina**, by no later than 12h00 on **17/01/2025** . The envelope must be endorsed with number, title and closing date as indicated above.

Bidders will be evaluated on functionality whereby 70 points has to be attained before evaluation on Price. A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy of 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Chief Albert Luthuli Local Municipality where 80/90 points will be allocated in respect of price and 20/10 points in respect of Chief Albert Luthuli Municipal objectives.

No awards will be made to a person:

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

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

Pre-qualifying criteria for preferential procurement shall be applied. Bids will be pre-qualified for preferential procurement. Only bidders that meet the following pre-qualifying criteria shall be considered: The following documents have to be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified)

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		BIDDER	WITNESS	EMPLOYER	WITNESS

- Copy of company registration certificate(CK) - Compulsory
- Copy of Tax compliance reference pin issued by SARS, to enable the municipality to verify the bidder's tax compliance status –Compulsory
- Company Profile and CV's of key Personnel.
- Proof of registration with the National Treasury Central Supplier Database (CSD). For more details please log on to www.csd.gov.za
- Copy of current municipal account (not older than 3 months and not in arrears more than 90 days) – copy of Lease Agreement with Landlords municipal account – Compulsory
- Duly Signed and dated of Authority of Signatory on company Letterhead – Compulsory
- The use of correction pen (tippex) and erasable pen is NOT allowed.
- All MBD Documents must be completed and signed.
- The offer and acceptance form must be completed and signed.
- The traffic surveillance and law enforcement system shall, as a minimum, be compliant with SANS1795, including part 5, "Data capturing and recording devices for road traffic law enforcement equipment", certification of compliance shall be provided with the tender.

MR. ME THABETHE (PR.TECH.ENG)
MUNICIPAL MANAGER
 CHIEF ALBERT LUTHULI LOCAL MUNICIPALITY
 28 KERK STREET

TENDER NO.	ALMT21/2024				
		BIDDER	WITNESS	EMPLOYER	WITNESS

T1.2 TENDER DATA

CLAUSE NO.	
	The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals. Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Tender.
1.1	The employer is the Chief Albert Luthuli Local Municipality
1.2	The single volume approach is adopted for this contract. The list of returnable documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the returnable documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Chief Albert Luthuli Municipality bound up as it was when it was received. The tender documents issued by the employer comprise of the following: TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 – Standard Conditions of Tender Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing Schedule C2.1 Pricing Instructions and Schedule C2.2 Priced fees and disbursements Part C3: Terms of reference C3 Terms of reference

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		BIDDER	WITNESS	EMPLOYER	WITNESS

1.3	The employer's agent is: Name : Mr. JA Nkosi Capacity : Manager Supply Chain Address : Chief Albert Luthuli Local Municipality P.O. Box 24, Carolina, 1185 Tel: (017) 843 4000 E-mail: nkosija@albertluthuli.gov.za												
1.4	A competitive negotiation procedure will not be followed												
1.5	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders: 1. Tenderer is registered on the Central Supplier Database 2. Tenderer is qualified and professionally registered for the service to be provided 3. Tenderer has the managerial capacity, reliability and experience regarding the nature of the project Only those tenderers who score a minimum score of 70 points in respect of the following functionality criteria will proceed to the price and preference goals. <table border="1"> <thead> <tr> <th>Description of Quality Criteria</th><th>Maximum number of tender evaluation points</th></tr> </thead> <tbody> <tr> <td>Enforcement systems</td><td>30</td></tr> <tr> <td>Front and back Office</td><td>45</td></tr> <tr> <td>Professional Compliance</td><td>10</td></tr> <tr> <td>Similar contract experience</td><td>15</td></tr> <tr> <td>Maximum total evaluation points for quality</td><td>100</td></tr> </tbody> </table>	Description of Quality Criteria	Maximum number of tender evaluation points	Enforcement systems	30	Front and back Office	45	Professional Compliance	10	Similar contract experience	15	Maximum total evaluation points for quality	100
Description of Quality Criteria	Maximum number of tender evaluation points												
Enforcement systems	30												
Front and back Office	45												
Professional Compliance	10												
Similar contract experience	15												
Maximum total evaluation points for quality	100												
1.6	The closing time for submission of tender offers is as indicated in the tender notice and invite												
1.7	Alternative offers will not be considered												
1.8	Additional copies of the tender offer, document will not be required												
1.9 1.10	The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are: Location of tender box : Chief Albert Luthuli Local Municipality Physical address : 28 kerk street, Carolina, 1185 <u>Identification details:</u> As indicated in the tender notice <u>Tender No. ALMT21/2024 : PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK OFFICE SYSTEMS AND RELATED SERVICES FOR CHIEF ALBERT LUTHULI MUNICIPALITY FOR 36 MONTHS.</u>												
1.11	A two-envelope procedure will not be followed												

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1.12	The site of works is located at Chief Albert Luthuli Municipality
1.13	Not a requirement
1.14	The location for opening of the tender offers, immediately after the closing time thereof shall be at: Time: 12H00 hours on 17/01/2025 Location: Council Chamber, 28 kerk street, Carolina, 1185
1.15	The procedure for the evaluation of responsive tender will be as per the SCM policy and Preferential procurement framework
1.16	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database; b) the tenderer has a compliant tax status on the CSD Live report; c) The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; d) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and e) the tenderer has not: i) abused the employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given written notice to this effect; f) it is considered that the performance of the services will not be compromised through any conflict of interest.
1.17	The number of paper copies of the signed Contract to be provided by the employer is one

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		BIDDER	WITNESS	EMPLOYER	WITNESS

T1.3 STANDARD CONDITIONS OF TENDER

1 GENERAL

1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in clause 2 and clause 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 **The employer's right to accept or reject any tender offer**

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

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1.6 **Procurement procedures**

1.6.1 **General**

Unless otherwise stated in the tender data, a contract will, subject to **clause 3.13**, be concluded with the tenderer who in terms of **clause 3.11** is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 **Competitive negotiation procedure**

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of clause 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of clause 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of clause 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of clause 3.11 and clause 3.13 after tenderers have been requested to submit their best and final offer.

2 **TENDERER'S OBLIGATIONS**

2.1 **Eligibility**

2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.

2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

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2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 Pricing the tender offer

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 **Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.12 **Alternative tender offers**

- 2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 **Submitting a tender offer**

- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- 2.14 **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- 2.15 **Closing time**
- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- 2.16 **Tender offer validity**
- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".
- 2.17 **Clarification of tender offer after submission**
- 2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note:

Clause 2.17.1 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

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2.18 Provide other material

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 Submit securities, bonds, policies etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

3 THE EMPLOYER'S UNDERTAKINGS**3.1 Respond to requests from the tenderer**

3.1.1 Unless otherwise stated in the tender data, respond to a request for clarification received up to five working days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

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3.2 **Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the tender data. If, as a result a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and, shall then notify all tenderers who drew documents.

3.3 **Return late tender offers**

Return tender offers received after the closing time stated in the tender data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

3.4 **Opening of tender submissions**

3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

3.4.3 Make available the record outlined in **clause 3.4.2** to all interested persons upon request.

3.5 **Two-envelope system**

3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

3.6 **Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

3.7 **Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

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3.8 **Test for responsiveness**

- 3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- complies with the requirements of these Conditions of Tender,
 - has been properly and fully completed and signed, and
 - is responsive to the other requirements of the tender documents.
- 3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - significantly change the employer's or the tenderer's risks and responsibilities under the contract, or
 - affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- 3.8.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.9 **Arithmetical errors, omissions and discrepancies**

- 3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- 3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with **clause 3.11** for:
- the gross misplacement of the decimal point in any unit rate;
 - omissions made in completing the pricing schedule or bills of quantities; or
 - arithmetic errors in:
 - line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - the summation of the prices.
- 3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
- 3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

3.10 **Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

3.11 **Evaluation of Tender Offers**

3.11.1 **General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

3.11.2 **Methods 1: Financial offer, quality and preference**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, quality and preferences claimed, if any, in accordance with the provisions of **clause 3.11.3, clause 3.11.4 and clause 3.11.5**
- b) Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for quality using the formula in clause 3.11.5.
- c) Only tender who score the minimum required points will proceed to price and preference evaluation stage.
- d) Score the financial offers of remaining responsive tender offers using the formula in clause 3.11.3.
- e) Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.
- f) Rank tender offers from the highest number of tender evaluation points to the lowest.
- g) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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- h) Re-score and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

3.11.4 **Scoring preferences**

The tender will be evaluated in terms of the Chief Albert Luthuli Municipality Preferential Procurement policy whereby 80 points will be awarded for price and 20 points will be awarded in terms of the following objectives:

- Enterprises that are at least 50% women-owned (maximum 5 points)
- Enterprises that are at least 50% owned by disabled persons (maximum 5 points))
- Enterprises with at least a 50% ownership by Youth (maximum 5 points)
- Locality within Chief Albert Luthuli Municipality (maximum 5 points)

3.12 **Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

3.13 **Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

3.14 **Prepare contract documents**

3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,

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3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

3.16.3 Unsuccessful forms / documents will be disposed of after 24 months.

3.17 **Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3.18 **Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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T2 RETURNABLE DOCUMENT

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T2.1 LIST OF RETURNABLE DOCUMENTS

1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Schedule 1 : Resolution of Board of Directors
- 1.2 Schedule 2 : Schedule of proposed sub-contractors
- 1.3 Schedule 3 : Commitments of tenderer
- 1.4 Schedule 4 : Record of addenda to tender documents
- 1.5 Schedule 5 : Compulsory enterprise questionnaire
- 1.6 Schedule 6 : Clearance certificate for water & lights
- 1.7 Schedule 7 : Registration on Central Supplier Database
- 1.8 Schedule 8 : Evaluation Schedule : Tenderer's experience
- 1.9 Schedule 9 : Evaluation Schedule : Experience of key staff
- 1.10 Schedule 10 : Evaluation Schedule : implementation plan and Metodology for the project

2 COMPULSORY MUNICIPAL BID DOCUMENTATION

- 2.1 MBD 4 : Declaration of interest
- 2.2 MBD 6.1 : Preference certificate
- 2.3 MBD 7.1 : Contract form for purchase of goods / works
- 2.4 MBD 7.2 : Contract form for rendering of Services
- 2.5 MBD 8 : Declaration of bidder's past supply chain management practices
- 2.6 MBD 9 : Certificate of Independent Bid Determine

**T2.2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION
PURPOSES**

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SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

Resolution of a meeting of the Board of *Directors / Members / Partners of:

(Enterprise Name)	
Held at	(place)
On	(date)

RESOLVED that:

1.	The enterprise submits a bid / tender to the Chief Albert Luthuli Municipality in respect of the following project:	
	TENDER ALMT21/2024: PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK OFFICE SYSTEMS AND RELATED SERVICES FOR CHIEF ALBERT LUTHULI MUNICIPALITY FOR 36 MONTHS.	
2.	Mr/Mrs/Ms	
	in his/her capacity a:	(Position in the Enterprise)
	and who will sign as follows:	(Authorized Signature)
	be, and is hereby, authorized to sign the bid / tender, and any and all other documents and/or correspondence in connection with and relating to the bid /tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid / tender to the enterprise mentioned above.	

Directors / Members / Partners of:

	Name	Capacity	Signature
1			
2			
3			

Note:

- * Delete which is not applicable
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

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SCHEDULE 2**SCHEDULE OF PROPOSED SUB-CONTRACTORS**

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. We agree we will not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for such preference.

	Name and address of proposed sub-contractor	Nature and extent of work	Previous experience with sub-contractor
1			
2			
3			
4			
5			

NAME OF REPRESENTATIVE	SIGNATURE	CAPACITY	DATE

NAME OF ORGANIZATION	
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SCHEDULE 3

COMMITMENTS OF TENDERER

Kindly provide particulars of commitments which the tenderer is presently engaged and/or involved with:

Current Projects / Contract		Organization	Contact Person Name	Contact Tel. No.	Contract Amount	Contract Period	Date of Commence-ment	Scheduled Date of Completion
1.								
2.								
3.								
4.								
5.								

NAME OF REPRESENTATIVE	SIGNATURE	DATE

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SCHEDULE 4

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / we confirm that the following communications received from the Chief Albert Luthuli Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I / we confirm that no communications were received from the Chief Albert Luthuli Municipality before the submission of this tender offer, amending the tender documents.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

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SCHEDULE 5**COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

Section 1: Name of enterprise**Section 2: VAT registration number, if any****Section 3: Particulars of sole proprietors and partners in partnerships**

No	Name*	Identity Number*	Personal Income Tax Number*
3.1			
3.2			
3.3			

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 4: Particulars of companies and close corporations

4.1	Company Registration number	
4.2	Close corporation number	
4.3	Tax reference number	

Section 5: Record in the service of the state

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

A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)	
A member of any provincial legislation		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

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

Section 6: Records of spouses, children and parents in the service of the state

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

A member of any municipal council		An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (act 1 of 1999)	
A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

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

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Note: insert separate page if necessary

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SCHEDULE 6**CLEARANCE CERTIFICATE FOR WATER & LIGHTS**

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with X where appropriate):

QUESTIONS		YES	NO
1.	Do you own a property?		
2.	Do you receive a municipal rates account?		
3.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
4.	If yes, provide the following details:		
4.1	▪ Municipality name		
4.2	▪ Municipal account number		
5.	If yes, please attach proof in the form of the original or certified copy of the bidder's municipal rates and taxes account not older than 3 months and not in arrears more than 90 days.		
6.	Does the bidder lease / rent the property where the business is situated?		
7.	If yes, provide the following details:		
7.1	▪ Landlord name		
7.2	▪ Address property is situated		
7.3	▪ Contact number of landlord		
8.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof and proof of Municipal rates account for the Landlord.		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

*** IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR QUOTE AS NON RESPONSIVE**

TENDER NO.	ALMT21/2024				
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SCHEDULE 7**NOTICE OF SUPPLY CHAIN MANAGEMENT
CENTRAL SUPPLIER DATABASE REGISTRATION**

Par 14(1)(a) of the municipal supply chain management policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements.

The purpose of this notice is to obtain proof that the service provider is registered on the Central Supplier Database. **Registration is COMPULSORY in order to conduct business with Chief Albert Luthuli Municipality.** The database will be used to verify the accreditation of a supplier before an award can be made.

Each bidder must complete the below checklist (please tick with an X where appropriate).

QUESTIONS		YES	NO
1.	Is your company registered on the Central Supplier Database?		
2.	If yes, provide the following details:		
2.1	▪ CSD registration number	MAAA	
2.2	▪ Unique CSD number		
3.	Enquiries related to par. 2.1 and 2.2 can be made to		
4.	If no, please register on Central Supplier Database ,website, www.csd.gov.za , before submitting tender document		
I, (insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (insert company name)			
*Attach proof of CSD-Compulsory			
hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

8 SCHEDULE**FUNCTIONALITY****EVALUATION SCHEDULE :FUNCTIONALITY**

Technical Criteria	Description	Weight	Total Points
Enforcement systems	4 x mobile speed enforcement cameras, semi fixed in secured housing	15	30
	1 x Red-light and stop sign enforcement camera systems, semi fixed in secure housing	5	
	1 x automatic number plate recognition system – complete mobile roadblock bus	5	
	4 x handheld ticket issuing devices	5	
Front and back Office	Support Operations	5	45
	Services Centre	5	
	Hardware, Software and Networking	5	
	Operations	5	
	Summons Serving	5	
	Payment Facilities	5	
	Offender Tracking	5	
	Warrant of arrest administration / roadblock support	5	
	Implementation Plan	5	
Professional Compliance	Equipment to be certified according to TSCP guidelines, NPA (National Prosecuting Agency) and SANS 1795.	10	10
Similar contract experience	Similar contract (R3m plus) x 6	15	15
	Similar contract (R3m plus) x 5	10	
	Similar contract (R3m plus) x 3	5	
Total	NOTE: The minimum score be 70 out of 100 to be considered in the next evaluation phase, failure to meet 70 will be result in automatic disqualification.		100

NB: Only bidders who score a minimum of 70 points will be further evaluated on price and Preferential points.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

TENDER NO.	ALMT21/2024				
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T2.2.2 COMPULSORY MUNICIPAL BID DOCUMENT

TENDER NO.	ALMT21/2024				
		BIDDER	WITNESS	EMPLOYER	WITNESS

1. TAX COMPLIANCE REQUIREMENTS

1. Bidders must ensure compliance with their tax obligations.
2. Bidders are required to submit their unique personal identification number(PIN) issued by SARS to enable Organ of state to view the taxpayer's profile and tax status.
3. Application for the tax compliance status (TCS) certificate or PIN may 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
4. Foreign suppliers have must complete the pre-award questionnaire in part 2.
5. Bidders may also submit a printed TCS certificate together with the bid.
6. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
7. Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|---|----------|
| 1. Is the entity a resident of the Republic of South Africa? | YES / NO |
| 2. Does the entity have a branch in the RSA? | YES / NO |
| 3. Does the entity have a permanent establishment in the RSA? | YES / NO |
| 4. Does the entity have any source of income in RSA? | YES / NO |
| 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 SARS AND IF NOT REGISTER AS PER 1.3. ABOVE)

NB: Failure to provide any of the above particulars may render the bid invalid.

.....
Signature of BIDDER

.....
Date

.....
Capacity under which this bid is signed

TENDER NO.	ALMT21/2024				
		BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 4**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

3.12.3	Relationship		
3.13	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	Yes	No
If yes, please furnish particulars:			
3.13.1	Name of director		
3.13.2	Related company		
Note:	SCM Regulations: "¹In 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.		

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

Full Name	Identity Number	State Employee Number

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

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

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

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:

		Tick applicable box	
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.	Yes	No
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.	Yes	No
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, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

CERTIFICATION

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

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

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to exceed / not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Municipal Objectives.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
MUNICIPAL OBJECTIVES	
Total points for Price and Municipal objectives must not exceed	100

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

2. POINTS AWARDED FOR PRICE**2.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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		BIDDER	WITNESS	EMPLOYER	WITNESS

3. POINTS AWARDED MUNICIPAL OBJECTIVES:

In terms of the Chief Albert Luthuli Preferential Procurement Policy points will awarded based on the Municipal objectives:

Enterprises that are at least 50% women-owned (maximum 5 points)

Enterprises that are at least 50% owned by disabled persons (maximum 5 points)

Enterprises with at least a 50% ownership by Youth (maximum 5 points)

Locality within Chief Albert Luthuli municipality (maximum 5 points)

4. SUB-CONTRACTING

4.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

4.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

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

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

5.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

5.7 MUNICIPAL INFORMATION**Municipality where business is situated:****Registered Account Number:****Stand Number:**.....

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

5.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1

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of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

TENDER NO.	ALMT21/2024				
		BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 7.1**CONTRACT FORM – PURCHASE OF GOODS / WORKS**

THIS FORM MUST BE FILLED BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 3 I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Chief Albert Luthuli Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **ALMT21/2024** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
- 2.1 Bidding documents, viz
- Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical specification(s)
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- 1.2 General Conditions of Contract;
- 1.3 Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

MBD 7.1

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

1. I _____ in my capacity _____
as _____ accept your bid under _____
reference number **ALMT21/2024** dated _____
for the rendering of services hereunder and/or further specified in the annexures.
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice, subject to the National Treasury’s Central Supplier Database reflecting your tax status as compliant.

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

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	OFFICIAL STAMP
1.	
2.	

TENDER NO.	ALMT21/2024				
		BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 7.2**CONTRACT FORM - RENDERING OF SERVICES**

THIS FORM MUST BE FILLED IN BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- I hereby undertake to render the services as described in the attached bidding documents to Chief Albert Luthuli Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **ALMT21/2024** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - Service Level Agreement
 - 1.2 General Conditions of Contract;
 - 1.3 Other (specify)
 2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
 3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
 4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
 5. I confirm that I am duly authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

TENDER NO.	ALMT21/2024				
		BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

I _____ in my capacity
as _____ accept your bid under
reference number _____ dated _____
for the rendering of services hereunder and/or further specified in the annexures.

- 1. An official order indicating service delivery instructions is forthcoming.
- 2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice,subject to the National Treasury’s Central Supplier Database reflecting your tax status as compliant.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (IF APPLICABLE)

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	OFFICIAL STAMP
1.	

TENDER NO.	ALMT21/2024				
		BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 8**DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	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:		
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

TENDER NO.	ALMT21/2024				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Item	Question	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges 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
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

TENDER NO.	ALMT21/2024				
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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). ²Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3
- Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- 3.1.
- take all reasonable steps to prevent such abuse;
- 3.2.
- reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- 3.3.
- cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4
- This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5
- In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:
- 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.**

TENDER NO.	ALMT21/2024				
BIDDER		WITNESS		EMPLOYER	
				WITNESS	

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER ALMT21/2024: PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK OFFICE SYSTEMS AND RELATED SERVICES FOR CHIEF ALBERT LUTHULI MUNICIPALITY FOR 36 MONTHS.

in response to the invitation for the bid made by:

NAME OF MUNICIPALITY / MUNICIPAL ENTITY

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

I certify, on behalf of:

NAME OF REPRESENTATIVE

that:

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

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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:
- 7.1 Prices;
 - 7.2 Geographical area where product or service will be rendered (market allocation);
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6 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.
- 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.**
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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

THE CONTRACT

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C1 AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER & ACCEPTANCE

C1.1.1 FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

Bid / Tender Number	ALMT21/2024
Tender Title	PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK OFFICE SYSTEMS AND RELATED SERVICES FOR CHIEF ALBERT LUTHULI MUNICIPALITY FOR 36 MONTHS.

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS THE FOLLOWING:

AMOUNT IN WORDS (INCL. VAT)/	AMOUNT IN FIGURES (INCL VAT)
R	

****AMOUNT MUST BE IN WORDS AS WELL AS FIGURES**

This offer may be accepted by the employer by communicating such acceptance in writing to the tenderer or by signing the acceptance part of this Form of Offer and Acceptance and returning one copy thereof to the tenderer, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature Block: Tenderer			
Signature		Date	
Name			
Capacity			
Name of organization			
Address of organization			
Signature of witness		Date	
Name of witness			

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C1.1.2 FORM OF ACCEPTANCE

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

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Service Level of Agreement attached to this document (if any) as amended (if applicable) and signed by the parties.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the Service Level Agreement and documents listed in the tender data and any addenda thereto as listed in the tender schedules, will only be valid if reduced to writing and signed by both parties.

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

Unless otherwise specified elsewhere in this bidding document or any subsequent written agreement entered into between the parties, this agreement comes into effect on the date when the Employer communicates the acceptance and/or conditions of acceptance of the tenderer's offer in writing or signs the acceptance part of the Offer and Acceptance, whichever occurs first.

Signature Block: Employer			
Signature		Date	
Name			
Capacity			
Name of organization	Chief Albert Luthuli Local Municipality		
Address of organization	P.O. Box 24, Carolina, 1185		
Signature of witness		Date	
Name of witness			

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C1.1.3 SCHEDULE OF DEVIATIONS**STANDARIZED ITEMS OF SCHEDULE OF DEVIATIONS:**

- Any clarification of the terms of the offer provided by the tenderer in writing
- Any clarification, confirmation or changes to the documents provided by the Employer in writing prior to or simultaneous with award / written acceptance of the offer,
- Any amendments to the draft Service Level Agreement included in the tender document as agreed and undersigned by the parties after award / written acceptance of offer.

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of written acceptance of its offer shall have any meaning or effect in the contract between the parties arising from this agreement.

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		BIDDER	WITNESS	EMPLOYER	WITNESS

C1.2 CONTRACT DATA**PART 1 - DATA PROVIDED BY THE EMPLOYER**

The employer is the **Chief Albert Luthuli Municipality**.

The authorized and designated representative of the employer is:

Name of employer:	Chief Albert Luthuli Local Municipality
The address for receipt of communications is:	Chief Albert Luthuli Local Municipality P.O. Box 24 Carolina 1185
Telephone:	(017) 843 4000
Email:	nkosija@albertluthuli.gov.za
The project is:	ALMT21/2024

Note :

The location for the performance of the Project is **the municipal area of Chief Albert Luthuli**. The service provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. The service provider is required to obtain the employer's prior approval in writing before taking any of the following actions:
Appointing subcontractors for the performance of any part of the services,
Appointing key persons or personnel not listed by name in the contract data.
Copyright of documents prepared for the project shall be vested with the employer.

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PART 2 - DATA PROVIDED BY THE SERVICE PROVIDER

The service provider is	
Name	
Address	
Telephone:	
Facsimile:	
The authorized and designated representative of the service provider is	
Name	
The address for receipt of communications is	
Telephone	
Facsimile	
Email	
Address	

C2 PRICING SCHEDULE
C2.1 MBD 3.3 BID PRICE

Name of Bidder:.....

Bid Number: AMT21/2024

Closing Date: 17/01/2025

Closing Time: 12h00

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

DETERMINATION OF FEES

The following schedule of fees will be the basis of the tender
Tenderer(s) are not permitted to change the basis upon which they have been asked to tender.
Any variation from the column “How to Tender” will invalidate this tender

PRICE:

R

ON EACH FINE PAID

AMOUNT IN
WORD.....
.....
.....

The total offer to be tranferered to the front page and will be used for evaluation purposes.

Bidders must provide all the required equipment and services required at their own cost and claim a fixed amount (above) per fine paid.
A 10% annual escalation will be allowed and included on the SLA.

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

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		BIDDER	WITNESS	EMPLOYER	WITNESS

1. SCOPE OF WORKS**General requirements:**

The tenderer shall submit a detailed description of the intended service including details of systems and include a description of experience and company capabilities.

During the execution of the project, the Contractor shall:

Requirements	Comply Yes/No
Perform all its duties under the supervision of the Municipality and in strict compliance within any instruction received from an authorized representative of the Municipality	
Nominate a suitable experienced person to act as “contract manager” with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between the Municipality and the contractor.	
Acknowledge that the Municipality retains ownership of the contents of the contractor system’s database, including all the images and offence details in respect of each offender and make available to the Municipality on request any data or images that may be required for any purpose whatsoever and in the format as requested.	
Ensure that the contractor is aware of the AARTO Act and the effect it might have on the contract once it has been awarded.	
Provide details of provisions that have been made for the implementation of the AARTO Act.	
Acknowledge that the AARTO Act might be implemented during the term of the contract. In this regard service provider will have to re-negotiate the service level agreement covering all aspects of the AARTO Legislation.	

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2. Specifications:**2.1 Enforcement systems:**

As a start-up, the contractor will supply the following at Contractor's cost:

Requirements	Comply Yes/No
3 x mobile speed enforcement cameras, semi fixed in a secured housing	
1 x Red-light and stop sign enforcement camera systems, semi fixed in a secure housing	
1 x automatic number plate recognition system – complete mobile roadblock bus	
4 x handheld ticket issuing devices	

As a minimum, the fixed and mobile digital enforcement systems shall be compliant with the following:

Requirements	Comply Yes/No
The traffic surveillance and law enforcement system shall, as a minimum, be compliant with SANS1795, including part 5, "Data capturing and recording devices for road traffic law enforcement equipment", certification of compliance shall be provided with the tender. Failure to substantiate compliance or non-compliance to the recommended criteria will be regarded as non-compliance and will result in the disqualification of the tender.	
The non-intrusive video based speed enforcement system shall provide multiple lanes and operate in both directions simultaneously speed enforcement as required.	
A non-intrusive video based stop sign enforcement system and video-based non-intrusive red-light phase detection system will be required	
Non-intrusive vehicle classification based speed (video) enforcement for the Radar and Laser requirement, including public transport vehicles	
The traffic surveillance and law enforcement system shall provide full colour image(s) of the offence providing a wide-angle picture of the context of the offence as well as showing the details of the offending vehicle. (One image will be printed in colour of the notification of intended prosecution)	
The traffic surveillance and law enforcement system shall provide for onsite storage of evidence using a WORM drive and provide a minimum storage of 10000 full colour digital images of each view of the offence	

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The evidence produced by the traffic surveillance and law enforcement system shall be tamper detectable and encryption of the stored imagery shall use a recognized 1024 bit encryption algorithm	
The traffic surveillance and law enforcement system shall provide a fully integrated and automated “end to end” system for the prosecution of speed and red-light offences and other offences	
The surveillance and law enforcement system shall provide a passive (infra-red) and/or active illumination for enhanced night-time operation	
The mobile field equipment must automatically record and store the total vehicles checked, number of infringements and duration of operation, highest and average speed and output this to an integrated management information system.	
The handheld ticket issuing device shall have a simple and easy to use user interface, be multi-functional, have on-line connectivity and be fully integrated with the contravention management system.	
The mobile traffic surveillance and law enforcement system shall allow the uploading of offences via a LAN connection	
Mobile camera systems must have sufficient battery capability to allow operation during and entire shift without recharging	
The handheld ticket issuing device shall have a simple and easy to use user interface, be multi-functional, have on-line connectivity and be fully integrated with the contravention management system	
A wireless real time download is required for all mobile and fixed site applications and must be costed.	
The service offered shall include the supply and maintenance of appropriate transport components for mobile operations	

2.2 **Back office Support operations:**

The contractor shall:

Requirements	Comply Yes/No
Prepare and submit any way-leave applications, sitemaps and other supporting documentation necessary and ensure that the required permits and/or licenses and/or regulatory approvals have been obtained before installation of the camera and ancillary equipment	
Conduct field surveys and produce statistics on road usage and offence patterns at specific sites as and when directed by the Municipality in order to assist the violation enforcement as required.	

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Inspect the cameras and ancillary equipment at least once per month with the prior approval of the Municipality in order to ensure that the cameras and ancillary equipment are in good working order and or neat and well maintained appearance at all times	
Comply with any requirements from the Municipality in respect of fixed camera installations and supply any additional equipment as may be specified by the Municipality from time to time in order to facilitate inspection and operation of the cameras	
Maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras	
Repair any damage to or defect in the camera and ancillary equipment, provided that if a camera cannot be repaired, a replacement camera shall be made operational on the relevant site within 24 hours of notification from the Municipality. Replacement cameras must comply with all requirements in terms of this contract	
Calibrate the cameras at 6 (six) monthly intervals or as required by the Director of Public Prosecutions (DPP) and as published in the prosecution guidelines, or at such other as may be required by the Municipality from time to time and ensure that the calibration certificates are provided to the Municipality	
Ensure that information signs with regard to enforcement by camera are erected and maintained on roadways in strict accordance with the specifications, directions, conditions and timeframe set by the Municipality	
Provide on-site field support to Municipality employees using the mobile cameras wherever they may be deployed by rendering any technical assistance that may be required and by downloading images and data in the field as necessary during the hours that the mobile cameras are used	
Provide training workshops in the use of the cameras and ancillary equipment to the employees of the Municipality as and when required by the authority. The contractor shall bear all cost associated with the provision of any such training workshop and issue certificates to the Municipality's employee in respect of training received	
Take out insurance covering damage or loss of the contractors' cameras and ancillary equipment for any reason and maintain such insurance for the duration of this agreement	
Establish a processing centre at their own cost which is conveniently located as agreed to in writing by the Municipality and must be within the area of the said Municipality. The contractor shall ensure that the processing centre is spacious enough and suitably equipped to serve the needs of the contractor as well as the peace officers of the Municipality who will utilize the processing centre for downloading of images and adjudication of cases	
Upload all camera images and data and capture any additional particulars as may be required to successfully prosecute the offence	
Upload and process images and data received for the Municipality's enforcement system, the provincial traffic department or any other images and data as directed by the Municipality	

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Provide facilities and systems for peace officers of the Municipality to adjudicate every image and associated data and either accept as prosecutable, or reject it as non-prosecutable	
Ensure that the contractor system “force” each image to be adjudicated by a peace officer and be capable of identifying the peace officer responsible for the adjudication.	
Ensure that the contractor system shall not allow any image to be tampered with, deleted, cancelled or rejected by any person other than the adjudicating officer and that it provides detailed statistical report on the number images uploaded, expected or rejected by each adjudication officer with appropriate reasons for rejections	
Provide the Municipality with the images and data in a suitable medium to be kept prime evidence for the prosecution of cases in court as required by applicable legislation	
Provide an internet facility which shall include, but not be limited to, viewing of all images and related data captured by the cameras and the payment of any camera related fines. Please note that the prior approval of the Municipality is required before the electronic payment of fines may be implemented	
Make available the images and data to the Municipality or any other party as directed by the Municipality for inclusion in their internet viewing and payment facility or for any other reason whatsoever	
Produce expert evidence in court (either documentary or viva voce) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds provide that the intellectual property of the manufacturers of the cameras is not comprised	
Upload statistics gathered by the cameras after every session and make the statistic available to the Municipality in an acceptable format as and when required, including the number of the vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation and the 85 th percentile	
Provide the Municipality with a system for remote monitoring of camera operation and wireless uploading of offences from fixed cameras	
Provide prompt updates relating from payments received from mobile roadblocks, pay points and electronic services	

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2.3 Service Centre:**The contractor shall:**

Requirements	Comply Yes/No
Establish a service centre at conveniently locate premises as agreed in writing by the Municipality and all functions shall be carried out locally within the municipal area, no remote processing, administration or customer support shall be done remotely	
Bear all associated costs of the service centre and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, material, consumables and law enforcement related documents	
Ensure that the service centre is operated by the contractor employees during the Municipality's normal office hours, or any other hours as needed by Municipality	
Provide and operate a contractor system software package developed for the administration and management of traffic and by-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1997)	
Implement measures to ensure that the service centre operations comply with directives of the Municipality, the courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures (TCSP)	
Allow the Municipality to inspect the activities of the service contractor that it is at all times complying with al terms and conditions of this agreement	
Appoint adequate staffing as required by the service provider in order to fulfill its obligations in terms of the provisions of this agreement	
Provide adequate management expertise and supervision in the service centre to effectively manage all its functions	
Ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement	
Take sole responsibility for any sub-contractors and agents the contractor may appoint to assist in delivering the contractor services and acknowledge that the contractor remains solely responsible for ensuring that the contractor services are rendered in accordance with the terms and conditions of this agreement	

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2.4 Hardware, software and networking:**The contractor shall:**

Requirements	Comply Yes/No
Provide sufficient hardware in order to meet its obligations in terms of this agreement and to operate the contractor system at optimal efficiency	
Ensure that the hardware supplied by the contractor shall be compatible with the local authorities information technology environment, equipment, system and networkers and that it conforms to the Municipality's information technology standards	
Ensure that the hardware supplied by the contractor will have sufficient capability to allow for all Municipality's remote users connected to the contractor system to work simultaneously and at optimal efficiency	
Provide sufficient software licenses to the Municipality in respect of the contractor software	
Provide the ongoing program of training for the client's users of the contract system to ensure that all users are adequately trained to perform their respective functions on the system	
Provide the Municipality with user manuals for the contractor system	
Ensure that the software utilized by the contractor for the operation of the contractor system shall conform to the Municipality's information technology standard architecture and in particular with the standard prescribed in the document "Application and relational database architecture" available from the Municipality	
Ensure that the contractor system is developed in a SQL back end	
Provide proof of the satisfaction of the Municipality that the contractor system has the capability of processing at least the Municipality current offence volume within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality	
Provide proof to the satisfaction of the Municipality that the contractor system is utilized without any major problem in at least one other site in South Africa that is comparable to the Municipality in terms of offence volumes processed and complexity of operations	
Provide sufficient technical support and expertise in the Municipality area to ensure that the contractor system continues to perform optimally, that any technical hardware, software or networking problems are resolved immediately and that enhancement to the contractor system that may be required by the Municipality are implemented without delay	

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2.5 Operations:**The Contractor shall:**

Requirements	Comply Yes/No
Automatically update the contractor system by importing offence records from camera related offences	
Capture the data related to the following: - Section 341 notices issued - Section 56 notices issues - Representations received from offenders - Representation results - Court results - Authorisation of warrants of arrest - Name and address changes - Change of offender detail - Return of service of summonses - Execution of warrants of arrest	
Establish an interface with the e-NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and contractor system accordingly	
Establish an interface with the e-NaTIS system that allow enquiries on the ownership particulars of individual vehicles directly on the e-NaTIS system	
Generate, print and process the following documents and where applicable, provide potage and ensure the mailing thereof as necessary: - Section 341 notices (camera mailers) - Notification of 'No admission of guilt' offenses - Notification of 'Red light violation' offenses - Warrant of arrest notices - Letters to obtain details of responsible person in case of company vehicles - Representation acknowledgement letters	

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- Representation result letters - General letters - Any other documentation required for the successful operation of the service centre	
Ensure that the layout, design and content of any documentation produced by the contractor system and sent out to the general public or the courts are approved in writing by the Municipality before being printed	
Include a full colour image and relevant offence details on section 341 notices	
Generate, print and process the following court related documentation by court: - Section 54 summonses - Court rolls - Section 341 control register - Section 56 control register - Section 54 control register - Section 341 spot fine register - Pro forma section 341 spot fines to accompany the spot fine register - Admission of guilt register - Contempt of court register - Warrant of arrest including 'double contempt' warrants of arrest - Warrant of arrest register - Any other court related documentation that may be required by the courts or the Municipality	
Prepare daily 'mail bags' containing all documentation for dispatch to the Municipality's various offices managing the court administration of the respective courts	
Generate, print and process the following reports for internal use: - Audit trials - Concept court register - Summons server productivity analysis reports - Any other reporting that may be required in the process	
Provide the Municipality within 21 days of the end of each calendar month with the following management information and statistics on:	

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- Detailed analysis of section 56 and 341 and camera offences showing the number of offences, values, actual payments, success rates, withdrawn, untraceable and number of outstanding offences
- Comparison of monthly offences volumes
- Number and value of payments received by the Municipality and income generated
- The number and value of fines reduced versus the number and value of fines originally issued
- Status of all offences at the various processing stages
- Month by month statistical analysis of offences committed per suburb, ward and sub-council area
- Representation results showing 'proceed', 'withdrawn', 'reduced' separately
- Outstanding representation results
- Officer statistics and productivity
- Detailed analysis of officer errors on handwritten notices
- Offenders or vehicles with the most outstanding fines or warrants of arrest (Top 10 reports)
- Number of first appearances per court per month
- Number of cases struck off the roll per court per month
- Number of withdrawals per court per month
- Number of warrants of arrest authorized per court per month
- Total revenue accrued per court per month
- Number of 'double contempt' per court per month
- Number of remanded cases per court per month
- Any other statistics or reporting that may be required by the Municipality

Ensure that general housekeeping procedures are established and performed in respect of the contractor system including but not limited to the following:

- Creating a daily back-up of all data and images captured on the contractor system to be made available to the Municipality on request
- Creating a weekly full system back-up and ensure that it is stored at a secure off-site location as agreed in writing by the Municipality and to be made available to the Municipality on request
- Performing system administrator duties such as registering users on the system and assigning user rights

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- Performing regular, scheduled history runs to remove redundant data from the system.	
Ensure that the contractor system is capable of controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users	
Fixed camera to be moved to approved sites on intervals as per directive of Municipality	

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		BIDDER	WITNESS	EMPLOYER	WITNESS

2.6 Summons serving:**The contractor shall:**

Requirements	Comply Yes/No
Ensure that summonses are successfully served inside and outside the boundaries of the Municipality in strict compliance with all applicable legislation, judicial guidelines, authorizations and directives from the Municipality	
Ensure that summonses are served within 6 months of the date of offence, provide that this period may be extended to a maximum of 12 months where a summons has to be re-issued due to receipt of a notification of change of offender, or such other period as agreed in writing by the Municipality	
Appoint an adequate number of serving agents inside and outside the boundaries of the Municipality to serve the summonses generated by the contractor system	
Ensure that serving agents appointed to serve summonses within the boundaries of the Municipality are duly authorized and approved by the contractor system	
Ensure that serving agents appointed to serve summonses on behalf of the Municipality in areas outside the boundaries of the Municipality are duly authorized by the applicable local authorities to do so	
Ensure that the contractor system is capable of registering all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance and the status of every summons at any time	
Take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorizations and the law	
Administer all summonses and the allocation therefore to serving agents, provided that the Municipality will be responsible for stamping all summonses produced by the contractor system	
Allow the checking and stamping of summonses by the Municipality's employees as and when required	
Facilitate and support the serving of summonses by the Municipality's employees at roadblocks or as and when determined by the Municipality	
Provide a facility for immediate, on-site production of summonses at roadblocks for the purpose of serving on offenders that have been apprehended at the roadblocks	
Take responsibility for the serving and finalization of summonses emanating from the legacy system of the Municipality and not yet served at date of commencement of this agreement	

2.7 Payment facilities:**The contractor shall:**

Requirements	Comply Yes/No
Ensure that the contractor's system has an integrated cashiering facility that enables the cashier to take spot fines, admission of guilt fines and contempt of court fines online at remote work stations	
Ensure that the contractor system provides for the following in respect of cashiered transactions: - System printed receipts - Show balance of outstanding fine amounts on receipts - Receipts reprints by authorized supervisor - Cancellation of payment transactions only by authorized supervisor - Taking of payments before the corresponding notices have been captured - Daily cashing-up reports showing the daily transactions for the cashier and giving the amounts taken by payment type (cash, cheque, etc.) - Daily reports showing the payments taken in respect of each court - Daily reports showing payments taken by a user or users in a designated group - Reports detailing the allocation of money received to multiple income votes including the amounts taken in respect of contempt of court - Reports showing payment transactions cancelled by supervisor - Reports showing the cashier that were active on the system by user group - Reports showing the fines that have been re-instated subsequent to payments being dishonoured (eg RD cheques) - Audit trials and reports as necessary for auditing purposes - User authorizations to allow system administrator to nominate the transactions a user is able to perform on the system	
Provide a website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines after electronic validation of the fine payments on the contractor system, electronic updating of the contractor system with fine payments so taken, electronic transfer of money taken for fines into the Municipality's bank account Please note:	

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The Municipality's prior approval is required before the electronic payment of fines may be implemented	
Enable the viewing of offence details and images captured by the cameras on the websites of the Municipality and other service providers with who the Municipality has agreements by providing such offence details and images to the Municipality and its service providers	
Provide monitors for public viewing of offence details and images captured by the cameras at all pay points as well as at the court/s	
Provide the Municipality daily with a consolidated data file of all categories of traffic fines payable in order to achieve the payment of fines as envisaged above	
Import a daily consolidated data file received from the Municipality of all categories of traffic fines	

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2.8 Offender tracking and call centre:**The contractor shall:**

Requirements	Comply Yes/No
Establish and operate an on-site call centre within the service centre which shall be utilized to perform the following functions: - Notify offenders of outstanding notices, summonses, warrants of arrest, etc via SMS, e-mail or other electronic needs - Trace offenders with inaccurate address details telephonically - Update contractor system with change of offender details - Remind offenders of upcoming court dates - Notify offenders of warrants of arrest authorized - Any other activity that may be necessary to assist or trace offenders	
Take effective steps to ensure that call centre employees conduct the various type of telephone calls to offenders in accordance with scripts approved by the Municipality	
Trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up to date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like	
Create and maintain an offender database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained	
Utilise the confirmed particulars in the offender database in the first instance for the production of notices and summonses	
Ensure that the contractor system has the facility to produce reports detailing conflicts between the information captured and the information received from the e-NaTIS system	
Ensure that the contractor system has the facility to record the registration numbers of vehicles using false number plates and to prevent notices from being sent to the legitimate owners of such vehicles	
Provide reports to the Municipality giving details of habitual offenders and vehicles using false number plates	

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2.9 Warrant of arrest administration and roadblock support:**The contractor shall:**

Requirements	Comply Yes/No
Allocate warrants of arrest to officers of the Municipality for execution, or to sheriffs nationwide as dedicated by the Municipality	
Ensure proper recordkeeping and control over movement of warrants of arrest, including warrants received on hand, allocated to officers, returned or distributed for any other reason	
Ensure that warrants of arrest are properly cancelled upon expiry of their period of validity and marked as cancelled on the contractor system	
Ensure that the central warrant of arrest bureau is manned during the hours of operation of the Municipality's officer dealing with warrants of arrest	
Ensure that all warrants of arrest and summons returns of service are scanned and that the database of scanned document is maintained and synchronized with the corresponding data on the contractor system at all times	
Provide facilities for the immediate production and printing of summonses at the roadside to allow serving on previously untraceable person	
Provide facilities for the immediate production and printing of scanned copies of warrants	
Provide systems for the transmission of electronic copies of documents and printing at the roadside as necessary	
Provide facilities for online enquiries on the contractor system and the viewing of camera images at the roadside	
Provide secure facilities accepted by the Municipality for the taking of fine payments at the roadside when this is approved by the Department of Justice	
Assist with roadside enforcement operations by: - Providing the equipment necessary for conducting efficient roadside enforcement operations, including portable computers, printers, scanners, fax facilities, electro information displays, generators, signs, cones and communication devices between mobile roadblock and back office - Preparing and uploading the database for the ANPR system, including outstanding warrants of arrest, duplicate number plates, outstanding summonses, stolen vehicles, unknown addresses, or any other data sets specified by the Municipality - Providing sufficient operators on site to operate the ANPR system and print copies of documents during the full duration of any roadside enforcement operation	

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| <ul style="list-style-type: none"> - Manning the central warrant of arrest bureau during roadside operations in order to draw and send warrants of arrest for officers engaged in roadside operations or the courts as necessary - The successful tendered (service provider) will be expected to assist the municipality with the DPP site approval process | |
|--|--|

2.10 Phase in and phase out implementation approach:

The contractor shall:

Requirements	Comply Yes/No
Provide procedures on how it will phase in their own offence image processing system without the loss of offences as well as how the public and the courts will continue to gain access to legacy offences and image details capture prior to the award of the contract	

1. ELIGIBILITY CRITERIA

Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

- 1.1 Tenderer receives the minimum required points for functionality (70)
- 1.2 Tenderer has the managerial capacity, reliability and experience regarding the nature of the tender.
- 1.3 The tenderer has provided a copy / printed tax status reference pin issued by the SARS
- 1.4 The tenderer is not in arrears for more than 3 months with municipal rates and taxes
- 1.5 The tenderer or any of its directors is not listed on the Register of Tender Defaulters
- 1.6 The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given written notice to this effect.
 - It is considered that the performance of the services will not be compromised through any conflict of interest.)

2. MANDATORY INFORMATION TO BE SUBMITTED

All attachments as indicated on the tender advert and all supporting documents requested for evaluation purposes.

3. PERIOD OF TENDER

The period of the tender will be 36 months (3 years) but should work rendered be unsatisfactory the contract will be summarily terminated and a new contractor will be appointed.

4. SERVICE LEVEL AGREEMENT

A service level agreement will be entered into on appointment of the contractor.

5. ACCEPTANCE OF OFFER

The Municipality reserves the right not to award the tender or any part of the tender subject to the availability of budgetary funds.

6. EVALUATION

Tenders will be evaluated on functionality first. Only tenders who receives the minimum eligible points of 70 and above will be further evaluated on price and preference points.

14 VALIDITY PERIOD

The tender shall be valid for 90 days from date of opening the tender.

GENERAL CONDITIONS OF CONTRACT

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

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ANNEXURE C: AWARD LETTER

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