



TSWAING LOCAL MUNICIPALITY

BID NO: SCM008/2025/26

APPOINTMENT OF SERVICE PROVIDER FOR TRAFFIC AND LAW ENFORCEMENT SYSTEM FOR A PERIOD OF 24 MONTHS

NAME OF BIDDER:

BID AMOUNT:

CONTACT PERSON:

CONTACT NUMBER:

E-MAIL ADDRESS:

SUMMARY FOR THE OPENING PURPOSES

Name of Business:

Telephone number:Email:

Address:

.....

.....

Contact person:

BID amount (VAT Incl.) Per Paid Fine, with fine
amount below or equivalent to R500.00

R

Revenue Share in Percentage (VAT Incl.) Per
Paid Fine, with fine amount above R500.00

%

Closing Date and Time: 13 February 2025

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1. BID CHECKLIST

Bidders are to use this checklist to ensure that the bid documentation is complete for administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

Tick to indicate that the information is included

Item	Description	Yes	No	n/a
1.	Is your business registered as an accredited prospective supplier with the TSWAING LOCAL MUNICIPALITY?	☐	☐	☐
2.	Is the bid document administration fee paid and a copy of the receipt attached to the bid document?	☐	☐	☐
3.	Did you read and understand all pages of the bid document?	☐	☐	☐
4.	Did you complete the bid documents in black ink?	☐	☐	☐
5.	Did you provide a certified copy of your company registration and VAT registration certificates?	☐	☐	☐
6.	Did you provide a certified copy of your identity document in case of sole proprietorship?	☐	☐	☐
7.	Did you provide registration certificate pertaining to the relevant industry e.g. (Electrical Contractors Board), if applicable?	☐	☐	☐
8.	Did you provide a cover letter?	☐	☐	☐
9.	Did you provide an original and valid tax clearance certificate? (MBD2)	☐	☐	☐
10.	Did you complete and sign the Bid Declaration Form? (section 3)			☐
11.	Where applicable, is the resolution taken the Board of Directors/Members/Partners completed and signed? (section 4)	☐	☐	☐
12.	Where applicable, is the resolution taken the Board of Directors of a Consortium or Joint Venture completed and signed? (section 5)	☐	☐	☐
13.	Is invitation to bid completed and signed? (MBD 1)			☐
14.	Is the Declaration of Interest completed and signed? (MBD 4)			☐
15.	Is the Declaration of Bidder's Past Supply Management Practices completed and signed? (MBD 8)	☐	☐	☐
16.	Is the Certificate of Independent Bid Determination completed and signed? (MBD 9)	☐	☐	☐
17.	Did you complete and sign the Previous Work Experience of a Similar Nature section? (section 9)	☐	☐	☐
18.	Is the Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2017 completed and signed? (MBD 6.1)	☐	☐	☐
19.	Did you provide an original and valid B-BBEE status level verification certificate or a certified copy thereof or, if you qualify as an EME, did you provide a verification certificate? (MBD 6.1)	☐	☐	☐
20.	Does the product/service offered conform to the Bid Specifications?			☐
21.	Is the Pricing Schedule completed? (MBD 3.1)			☐
22.	Where applicable, is the Declaration for Procurement Above R10 million (all applicable taxes included) completed and signed? (MBD 5)	☐	☐	☐
23.	Did you attach the annual financial statements as required in MBD 5? (For Procurements above R10 million)	☐	☐	☐

2. SPECIAL CONDITIONS OF BID

1. The Municipality's document must be kept as supplied and submitted with all schedules / forms fully completed.
2. Any other documents, certificates etc. must be attached as an annexure to the official Municipal document.
3. Where the Municipality's official document is taken apart and not submitted as supplied, the bid might be rejected.
4. Schedules / forms not duly completed and signed by the bidder will result in a bid not being considered.
5. All Forms of Special Conditions in Specifications should be included.
6. The bid document must be completed in black ink, and prices must be VAT inclusive, unless otherwise specified.
7. The lowest or any Bid will not necessarily be accepted, and the TSWAING LOCAL MUNICIPALITY reserves the right to accept the whole or any portion of a Bid.
8. All prices and details must be legible to ensure the bid will be considered for adjudication.
9. Corrections may not be made by means of correction fluid such as Tip – Ex, or any other similar product. In the event of a mistake being made, it should be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
10. All bid documents must include the following documents:
 - Receipt (original) for bid documents;
 - Copies of cc/co registration certificates;
 - Certified copy of Identity document in the case of sole proprietorship;
 - Tax Compliance Status PIN;
 - Submission of a Certified B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or sworn affidavit
 - CSD Report.
 - Company and Directors Municipal Rates and taxes
 - A Detailed Company Profile (with relevant experience)
11. The bidder may submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done.
12. No bid forwarded by e – mail, telegram, telex, facsimile or similar apparatus will be considered.
13. Late bids shall not be admitted for consideration.
14. Bids must be properly received and deposited in the bid box of the TSWAING LOCAL MUNICIPALITY on or before 13 february 2025. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description, bid submitted by post must reach the Supply Chain Management in time for them to be placed in a tender box before the closing time and date at
15. Copyright / Patent Rights – Copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the TSWAING LOCAL MUNICIPALITY.

3. BID DECLARATION

1. I/we Mr/Mrs./Messrs _____ duly assigned to represent the bidder for the purpose of this bid, hereby bid to supply the goods and/or render services described in the attached documents to the TSWAING LOCAL MUNICIPALITY on terms and conditions stipulated in this bid and in accordance with the specifications stipulated in the bid documents (which shall be taken as part of, and incorporated into this bid) at the prices reflected in the Pricing Schedule.
2. I/we agree that this offer shall remain valid for a period of **90** days commencing from the closing date and time of this bid.
3. I/We further agree that:
 - 3.1 This bid and its acceptance shall be subject to the terms and conditions contained in the TSWAING LOCAL MUNICIPALITY's Supply Chain Management Policy.
 - 3.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the TSWAING LOCAL MUNICIPALITY may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the TSWAING LOCAL MUNICIPALITY and I/we will then pay to the TSWAING LOCAL MUNICIPALITY any additional expense incurred by the TSWAING LOCAL MUNICIPALITY having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the TSWAING LOCAL MUNICIPALITY shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the TSWAING LOCAL MUNICIPALITY may sustain by reason of my/our default;
 - 3.3 If my/our bid is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice.
 - 3.4 The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served at (full street address of this place):

4. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
5. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
6. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
7. I/we declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in the attached documents. *If in the affirmative, state name(s) of bid(s) involved.

Name of Bidder: _____

Signature _____

4. RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

(Name of Bidder)
Held at _____ On _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Bid to the TSWAING LOCAL MUNICIPALITY in respect of the following project:

APPOINTMENT OF SERVICE PROVIDER FOR TRAFFIC AND LAW ENFORCEMENT SYSTEM FOR A PERIOD OF 24 MONTHS

2. Mr/Mrs/Ms _____

In his/her capacity as _____
and who will sign as follows:

(Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the bid to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members/partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Enterprise Stamp

5. RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

(Name of Bidder)

Held at _____ On _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Bid to the TSWAING LOCAL MUNICIPALITY in respect of the following project:

APPOINTMENT OF SERVICE PROVIDER FOR TRAFFIC AND LAW ENFORCEMENT SYSTEM FOR A PERIOD OF 24 MONTHS

As a Consortium/Joint Venture comprising *(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

(Enterprise full Name and Registration Number)

(Enterprise full Name and Registration Number)

2. Mr/Mrs/Ms _____

In his/her capacity as _____ and who will
sign as follows:

(Specimen Signature)

be, and is hereby, authorised to sign the Bid and/or all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any contract, and/or all documentation resulting from the award of the Bid to the **Consortium/Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accepts jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the TSWAING LOCAL MUNICIPALITY in respect of the project described above under item 1.
4. The **Consortium/Joint venture** enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and contract with the TSWAING LOCAL MUNICIPALITY in respect of the project under item 1:

(Physical Address)

Note: The resolution must be signed by all the directors or members / partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Enterprise Stamp

6. INVITATION TO BID (MBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TSWAING LOCAL MUNICIPALITY

BID NUMBER:

CLOSING DATE AND TIME: 13 February 2025 @16h00

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR TRAFFIC AND LAW ENFORCEMENT SYSTEM FOR A PERIOD OF 36 MONTHS

The Successful bidder will be required to fill in and sign a written Contract Form (MDB 7)

NB: Bids must be properly received and deposited in the bid box of the TSWAING LOCAL MUNICIPALITY on or before the closing date and before the closing time. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description as indicated above. No bid offers will be accepted via e-mail, facsimile (fax) or telegram.

BID DOCUMENTS MUST BE SUBMITTED

TO:

Tswaing Local Municipality

P.O. Box 24

Delareyville

2732

OR

DEPOSITED IN THE BID BOX SITUATED AT:

Tswaing Local Municipality

ERF # 395

De Jager Street

Delareyville

2770

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

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

NAME OF BIDDER.....POSTAL
ADDRESS.....STREET
ADDRESS.....TELEPHONE
NUMBER CODE.....NUMBER.....CELLPHONE
NUMBER.....FACSIMILE
NUMBER CODE.....NUMBER.....E-MAIL
ADDRESS.....VAT
REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)

*YES / NO
* Delete if not applicable

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

*YES / NO
* Delete if not applicable

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

- D An accounting officer as contemplated in the Close Corporation Act (CCA)
D A verification agency accredited by the South African National Accreditation System (SANAS)
D A registered auditor
(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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
* Delete if not applicable
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER..... DATE

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

.....

TOTAL BID PRICE (%) %

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: TSWAING LOCAL MUNICIPALITY

Department: COMMUNITY SERVICES

Contact Person: G Moipolai

Tel: 053 948 9400

Email: SCM@tswaing.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Melken TJ

Tel: 053 948 9400

Email: scm@tswaing.gov.za

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE TSWAING LOCAL MUNICIPALITY					
BID NUMBER:	BID NO: SCM008/2025/26	CLOSINGDATE:	13 February 2025	CLOSINGTIME:	16 h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR TRAFFIC AND LAW ENFORCEMENT SYSTEM FOR A PERIOD OF 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)					
ERF # 395 DE JAGER STREET					
DELAREYVILLE					
2770					
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 BIN:		OR	CSD No: ☐
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		YesNo ☐		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 ITEMSOFFERED				TOTAL BID PRICE R	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THISBID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT		SUPPLY CHAIN		CONTACT PERSON	
CONTACT PERSON		Mr TJ MELKEN		Ms G Moipolai	
TELEPHONE NUMBER		scm@tswaing.govgov.za		TELEPHONE NUMBER	
				053 948 9400	
				E-MAIL ADDRESS	
				scm@tswaing.gov.za	

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PART B

TERMS AND CONDITIONS FOR BIDDING

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

7. PRICING SCHEDULE – FIRM PRICES (MBD 3.1)

(PURCHASES)

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

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

Name of Bidder.....

Bid number: SCM 008/2025/26
Closing day and time: **13 FEBRUARY 2025**
Bid description: **APPOINTMENT OF A SERVICE PROVIDER FOR TRAFFIC AND LAW ENFORCEMENT SYSTEM FOR A PERIOD OF 36 MONTHS**

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

Mandatory Requirements

These are mandatory requirements. If a bidder does not comply with each of the mandatory requirements, the bid shall be deemed non-responsive. The bidder is requested to substantiate the specified capability of the equipment offered in response to these mandatory requirements. Failure to fully substantiate compliance or non-compliance to the recommended criteria will be regarded as non-compliance and will result in the bid shall be deemed non-responsive.

No unsubstantiated requirements will be allowed. If a response to a question has been indicated as “comply”, but not substantiated, it shall be regarded as mandatory non-compliance and the bidder shall be deemed non-responsive.

(M) Mandatory Requirements

M1. Mandatory certification requirements

M1.1. All enforcement equipment to be provided shall be SANS 1795 compliant and certified as “type approved” by an independent laboratory and only equipment which is currently “type approved” will be considered for this tender.

M1.2. This certification shall be for all equipment to be used for enforcement.

M1.3. Each set/type of equipment shall have the required SANS 1795 certificate

M1.4. This includes, as a minimum current and valid certificates for the following:

M1.4.1. Red-light enforcement cameras systems

M1.4.2. Speed enforcement systems [Point]

M1.4.3. Average speed [distance over time] enforcement systems

M2. The system shall use a video camera as the primary image capture device with the following minimum capabilities:

M2.1. Image capture sensor, 2/3 inch or greater at a resolution at 5M pixels or more

M2.2. Video resolution of 720p HD, or better, using MPEG-2 compression, or similar, for video-clips of each and every infringement captured

M2.3. Minimum of 5 second video buffer for each and every infringement (red-light, speed and combination infringements, and additional charges where relevant such as barrier line non-compliance) is captured

M2.4. In accordance with SANS 1795 requirements the date, time and location shall be embedded in every video file which is encrypted

M2.5. Real time on-board ANPR function capturing all legitimate number plates under ideal conditions and comparing in real time against a vehicle wanted list and providing operator alerts

M3. The system shall have the following automatic modes of enforcement:

- M3.1. Non-intrusive video-based speed enforcement
- M3.2. Non-intrusive video based red-light enforcement with video-based non-intrusive red-light phase detection for the Radar requirement
- M3.3. Non-intrusive vehicle classification-based speed (video) enforcement for the Radar and Laser requirement, including public transport vehicles
- M3.4. Built in point-to-point video based average speed enforcement via the integrated back-office function with built in real time ANPR
- M3.5. Stop line enforcement with speed and video evidence (radar equipment)
- M3.6. Non-intrusive video-based barrier line and yellow lane driving enforcement

M4. The operator will gain access to use the system via a:

- M4.1. Smart-card electronic operator identification system
- M4.2. Personalized smart-card with ID photo to be provided once operator is certified
- M4.3. System will not operate without authorized electronic identification

Recommended Requirements

The bidder is requested to substantiate the specified capability of the equipment offered in response to these recommended requirements. Failure to substantiate compliance or non-compliance to the recommended criteria will be regarded as non-compliance and will result in a zero rating. Bidders must score 75% or more to advance to the next step in the evaluation process.

These are recommended minimum requirements. Equipment provided should be equivalent of better than specified hereunder.

(R) Recommended Requirements

- R1. Minimum accreditation requirements
 - R1.1. TCSP Guideline compliant
 - R1.2. Written authorization from a DPP to operate the Multi-Purpose Road Traffic Enforcement Camera System in stand-alone mode (no operator) in a plinth-mounted secure housing.

R2. Minimum technical requirements

- R2.1. Processor: Intel(R) Core (TM) i7-3612QE Quad-Core CPU @ 2.10GHz or better
- R2.2. Memory: 4 Qubyte RAM or better
- R2.3. Storage: 128 Qubyte (or greater capacity) Solid-State hard-drive

R3. Minimum integrated functional requirements for Multipurpose Road Traffic Enforcement Camera System unit supplied

- R3.1. Standard requirements for all camera units:
 - R3.1.1. Real-time Automatic Number Plate Recognition for each vehicle measurement
 - R3.1.2. Number Plate output in data file
 - R3.1.3. Provide Number Plate read confidence indication in data file
 - R3.1.4. GPS coordinates shall be provided on the infringement data block
- R3.2. For Radar requirements:
 - R3.2.1. Radar type C (as per TCSP guidelines definition) showing distance, angle and speed in the infringement data block
 - R3.2.2. Vehicle classification is provided in the data file for infringements where the class speed limit is enforced
 - R3.2.3. Vehicle classification, is verified in the integrated back-office using the natis vehicle class
- R3.3. For Laser requirements

- R3.3.1.1. Fully automatic mode of operation, un-triggered
- R3.3.2. Configurable capture windows based on distance to vehicle

R4. Minimum Communications requirements

- R4.1. Wireless LAN
- R4.2. 3G or better
- R4.3. Remote flash connection
- R4.4. USB 2.0 or better

R5. Location identification

- R5.1. GPS (on data block)

R6. Required night-time illumination

- R6.1. LED infrared or white light flash
- R6.2. Remote triggering via wireless connection to the Multipurpose Road Traffic Enforcement Camera System
- R6.3. Able to illuminate at full video frame rate

R7. Minimum road-side housing requirements

- R7.1. Camera and processor housing
 - R7.1.1. Single integrated housing for camera, processor, storage and all other elements of the system, excluding only the remote flash unit
- R7.2. Light-weight housing of the Multipurpose Road Traffic Enforcement Camera System with:
 - R7.2.1. power supply connection,
 - R7.2.2. smart-card sensor,
 - R7.2.3. integrated GSM and GPS antenna,
 - R7.2.4. tamper alarm input
 - R7.2.5. USB and Ethernet ports, and
 - R7.2.6. LED status indicators
- R7.3. Road-side secure housing as per requirements
 - R7.3.1. 3-point lockable housing
 - R7.3.2. Equipped with integrated tamper alarm sensor, including accelerometer with automatic SMS alert broadcast via the Multipurpose Road Traffic Enforcement Camera System
 - R7.3.3. Carry handles
 - R7.3.4. Built in battery housing compartment
 - R7.3.5. The housing should be attached, with concealed internal fasteners not accessible from outside the housing unit, to a permanently secured (embedded) concrete plinth with attachment points
- R7.4. As a minimum, the road-side configuration shall include the following options
 - R7.4.1. Tripod mounted (mobile, operator required)
 - R7.4.2. Plinth mounted (secured and embedded)
 - R7.4.4. On-site battery operation

R8. Multipurpose Road Traffic Enforcement Camera System, minimum requirements for user interface is:

- R8.1. Remote computing device (tablet PC or similar)
 - R8.1.1. Control all major camera and system functions
 - R8.1.2. Monitor system status remotely
 - R8.1.3. Receive live infringement picture updates
- R8.2. Web-based access shall be via Wi-Fi and/or 3G (secure APN network) and secure Ethernet using any HTML5 compliant browser
 - R8.2.1. Live view of infringements, including during infringement capture
 - R8.2.2. Display, with paging, of the last 20 infringements as a minimum
 - R8.2.3. Live video while capturing infringements streamed to the user interface device
 - R8.2.4. Capability of both manual and GPS based configuration of location codes
 - R8.2.5. Live display of total vehicle counts and infringement count statistics for the session or day

- R8.2.6. Live display of hourly breakdown of Vehicle count and Infringement count statistics for the session or day
- R8.3. Real-time display of Multipurpose Road Traffic Enforcement Camera System status:
 - R8.3.1. Graphical summary of system status
 - R8.3.2. Serial number
 - R8.3.3. Location
 - R8.3.4. Calibration date
 - R8.3.5. Camera optics status
 - R8.3.6. Networking interfaces
 - R8.3.7. GPS location
 - R8.3.8. Compass heading
 - R8.3.9. Power-supply
 - R8.3.10. Internal operating temperature

R9. Other elements

R9.1. Configurable automated download to the integrated back-office of infringements via any network interface, Wi-Fi, 3G or Ethernet, with push/pull filtering based on as a minimum of:

- R9.1.1. All new
- R9.1.2. Last Week
- R9.1.3. Last Month
- R9.1.4. All stored infringements
- R9.1.5. Electronic laser alignment for Laser based trigger
- R9.1.6. On-site setup of red-light enforcement
- R9.1.7. On-site configuration of point-to-point speed enforcement sections using GPS co-ordinates and identifying "linked" point-to-point camera via integrated back-office system

Specifications

1. SPEED LAW ENFORCEMENT EQUIPMENT AND CAMERA SERVICES

- 1.1 The service provider will provide the following camera services:
 - 1.1.1 The service provider will for purposes of the agreement, as and when directed in writing by the municipality, supply and install up to:
 - 1.1.2 Ancillary equipment for the fixed cameras referred to above at such locations as may be
 - 1.1.3 determined from time to time by the Municipality and provided such locations have been authorized for the use of such equipment by the Director of Public Prosecutions.
 - 1.1.4 2 portable digital speed enforcement systems that measure the speed of passing vehicles via a Laser/Radar speed measurement device. Mobile digital camera systems to record speed violations and ancillary equipment which include tripods, field power pack units containing high-performance rechargeable battery packs, field computer units with GPRS modem, portable flash unit's illumination, units for night-time operations, other accessories and equipment required for successful operation of the cameras.
 - 1.1.5 A minimum of 2 branded vehicles to provide technical and other support during camera operations.
 - 1.2 As a minimum, the fixed and portable digital camera system shall be compliant with the following:
 - 1.2.1 SABS 1795, including Part 5 "Data capturing and recording devices for road traffic law enforcement equipment".
 - 1.2.2 Guidelines issued by the technical committee on Standards and Procedures (the TCSP).
 - 1.2.3 Assist to obtain approval for the Director Public Prosecutions.
 - 1.2.4 The camera systems shall produce evidence of each offence in full compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information (Including any amendments during contract period).
 - 1.2.5 Provide an image of the offence showing a wide angled context of the offence as well as details

of the offending vehicle.

1.2.6 Evidence produced must be tamper detectable and the stored imagery and data shall be

encrypted to ensure that it is authentic and tamper free 1024-bit encryption will be preferred.

1.2.7 Fixed camera systems must provide for multiple lane speed and red-light violation enforcement (two lanes per camera) as required. Fixed Camera systems must provide passive (Infrared) and active illumination enabling successful night-time operation.

1.2.8 Fixed camera systems must be fully protected against vandalism and personnel who will be in charge of the camera on site at the expense of the Service Provider.

1.2.9 Mobile camera systems must be portable and be able to be carried by one person and allow for quick and easy transfers between sites and user-friendly set-up procedures.

1.2.10 Mobile speed measuring cameras must include fully approved laser/RADAR cameras, which should have capabilities of covering multiple lanes and operate in both directions simultaneously.

1.2.11 Mobile camera systems must have sufficient battery capability to allow operation during an entire shift without recharging.

1.3 The service provider must:

1.3.1 Prepare and submit any way-leave applications in conjunction with the Municipality, sitemaps and other supporting documentation necessary and ensure that the required permits and/or licenses and regulatory approvals have been obtained before installation of the cameras and ancillary equipment.

1.3.2 Conduct field surveys and produce statistics on road usage and offence patterns at specific sites as and when directed by the Municipality to determine the need for fixed or mobile camera deployment at any site. Supplier must show proof of having submitted such surveys elsewhere in South Africa.

1.3.3 Inspect the cameras and ancillary equipment at least once per month to ensure that the cameras and ancillary equipment are in good working order, neat and well maintained at all times. The inspection reports must be submitted to the chief traffic officer.

1.3.4 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 fixed cameras.

1.3.5 Maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras.

1.3.6 Repair any damage to or defects in the cameras and ancillary equipment, provided that if a camera cannot be repaired, a replacement camera must be made available within a reasonable timeframe. Replacement cameras must comply with all requirements in terms of this contract.

1.3.7 Calibrate the cameras at 6(six) monthly intervals, or as required by the Director of Public Prosecutions and as published in the Prosecution Guidelines, or at such other intervals as may be required by the Municipality from time to time and ensure that the updated calibration certificates are provided to Municipality.

1.3.8 Provide on-site field support to the Municipality's 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.

1.3.9 Upon appointment provide training workshops on the use of the cameras and ancillary equipment to the employees of the Municipality and thereafter as and when required by the Municipality.

1.3.10 Obtain insurance covering damage or loss of the service provider's cameras and ancillary equipment for any reason and maintains such insurance for the duration of this agreement. Submit a certificate confirming that the service provider has comprehensive liability insurance for any third-party claims which will therefore indemnify the municipality against any claims.

1.3.11 Upload all camera images, data and capture any additional particulars as may be required to successfully prosecute the offence.

1.3.12 Ensure that the service provider system "force" each image to be adjudicated by a peace officer and be capable of identifying the peace officer responsible for the adjudication. Officers should further be able to prosecute "additional (non-speed) offences" identified from the evidence presented to them.

1.3.13 Ensure that the service provider 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 reports on the number of images uploaded, adjudicated, accepted or rejected by each

adjudication officer with appropriate reasons for rejections.

1.3.14 Provide the Municipality with the images and data in a suitable electronic medium to be kept as prime evidence for the prosecution of cases in court as required by applicable legislation.

1.3.15 Provide an internet facility which must 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. It is required that web-sites must have on-line, real-time payment facilities. Service Providers will have to submit proof that they have developed and operated such web-based payment facilities.

1.3.16 Make available the images and data to the Municipality, or any other party as directed by the Municipality.

1.3.17 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, provided that the intellectual property of the manufacturers of the cameras is not compromised.

1.3.18 Provide the Municipality with a system for remote monitoring of camera operation. Service providers must be able to demonstrate this capability upon appointment.

1.3.19 Ensure that their system is AARTO (Administration and Adjudication of Road Traffic Offences) compliant and can interface with NATIS.

1.3.20 Acknowledge that AARTO might be implemented during the contract period. In this regard, service provider will have to re-negotiate the Service Level Agreement covering all aspects of the AARTO legislation.

1.4 Electronic Ticketing Devices

The contractor shall provide, as and when required by the Municipality, portable hand-held devices and associated printers for the issuing of Section 341 notices and Section 56 summonses electronically in the field. The hand-held devices shall:

1.4.1 Run software that interfaces fully with the contravention system to produce Section 341 notices and Section 56 summonses containing all the information required by applicable legislation for issuing on the road.

1.4.2 Have the capability to issue 3 Charges per Section 341/56 Summons.

1.4.3 Have an Off-line capability to ensure Driver License can be scanned and decrypted and 341 notices/ 56 summonses can be issued even if the device is offline

1.4.4 Communicate with the contravention system wirelessly while operated in the field and upload cases to the contravention system for further processing.

1.4.5 Be capable of Wi-Fi as well as LAN communication to ensure fast configuration and uploads when docked in the back office.

1.4.6 Be able to scan both the vehicle license disk as well as driver's license barcodes and populate extracted information automatically on the notice or summons produced.

1.4.7 Be able to take a photo of the offender or offending vehicle and append such photo as part of the case evidence.

1.4.8 Be able to record the signatures of both the officer and the offender as a JPG image for inclusion on the documents produced and for transmission with the completed offence record when uploading to the contravention system.

1.4.9 Be able to be tracked by the back office using the GPS coordinates of the device and capable of using the GPS coordinates of the device when an offence is recorded and converting it into an offence location for insertion on the notice or summons.

1.4.10 Be able to optionally perform live queries on the NaTIS system and the SAPS wanted vehicle database or the relevant Backoffice database for outstanding warrants of arrest.

1.4.11 Contain a complete set of the following static data components for selection by the officer during capture of the offence:

1.4.11.1 Notice numbers (obtained in blocks from the contravention system)

1.4.11.2 Court name (from the contravention system)

1.4.11.3 Court date (from the contravention system)

1.4.11.4 Payment due dates

1.4.11.5 Charge description with fine amounts

1.4.12 Meet IP64 standards for moisture and dust intrusion

1.4.13 Be designed to withstand 1.5 meter drops to concrete.

1.4.14 Have a high resolution, sunlight readable display.

1.4.15 Have a minimum six-hour battery life.

The portable printers shall:

1.4.16 Be small and lightweight for carrying on a belt clip or shoulder strap.

1.4.17 Meet IP 54 standards for moisture and dust intrusion.

1.4.18 Be designed to withstand 1.5-meter drops to concrete.

1.4.19 Have long lasting battery life for minimum 6-hour operation under normal printing conditions.

1.4.20 Be able to print the required notices or summonses on a paper roll of at least 70 millimeters in width.

1.4.21 Be able to communicate with the hand-held device through wireless LAN or Bluetooth.

2. SERVICE CENTRE SERVICES

The service provider shall:

2.1 Establish a Service Centre

2.1.1 Establish a Service Centre at conveniently located premises as agreed in writing with the Municipality.

2.1.2 Ensure that the Service Centre is operated by the service provider employees during the Municipality's normal office hours, or any other hours as may be agreed in writing between the parties.

2.1.3 Provide and operate a service provider 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 1977) or as amended.

2.1.4 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 Standard and Procedures (TCSP).

2.2 Staffing, sub-service contractor and agents

2.2.1 Appoint adequate staffing as required by the service provider in order to fulfill its obligation in terms of the provisions of this agreement.

2.2.2 Provide adequate management expertise and supervision in the Service Centre to effectively manage all its functions.

2.2.3 Ensure that all service provider employees are suitably qualified and/or trained to perform duties of the service provider in terms of this agreement.

2.2.4 Take sole responsibility for any sub-service providers and agents. The service provider may appoint to assist in delivering the service provider service and acknowledge that the service provider remains solely responsible for ensuring that the service provider service is rendered in accordance with the terms and conditions of this agreement.

2.3 Hardware, software and networking

2.3.1 Provide sufficient hardware, software and networking in order to meet its obligations in terms of this agreement and to operate the service provider system at optimal efficiency.

2.3.2 To manage and maintain its hardware, software and networking with due diligence, which entails at least the following (but is not necessarily complete)

- Hardware, software and networking maintenance
- User manuals
- Backup and recovery
- High system availability
- Disaster recovery
- Business continuity
- Software legitimacy
- Security, software updates and virus, malware, spam etc. Protection
- On-going training for the Municipality's employees in the optimal use of the service provider's systems

2.3.3 Provide internet access to the service provider's system with the correct security and access permissions to Municipal employees.

- 2.3.4 Ensure the System has the capability to Interface with the current finance system of the Municipality.
- 2.3.5 Ensure that all relevant evidence associated with infringements is available electronically.
- 2.3.6 Make available to the municipality every month (from the end of the first month of the contract until the end of the last month of the contract) all the data of that specific month in electronic media that is acceptable to the municipality, in such a way that the municipality's designated employees can fully use the data, without the service provider's system, that is they able to use, read, copy, print the data and be able to transfer the data to another system.

2.4 Functions performed by the Service Centre:

- 2.4.1 Automatically update the service provider system by importing offence records from camera related offences.
- 2.4.2 Provide sufficient technical support and provide expertise to ensure that the service provider's system continues to perform optimally, that any technical problems on cameras are resolved immediately without any delays.
- 2.4.3 Establish an interface with NATIS in order to automatically obtain name and address details of registered owners of offending vehicles and update the service provider system accordingly.
- 2.4.4 Establish an interface with NATIS that allows enquiries on the ownership particulars of individual vehicles directly on NATIS.
- 2.4.5 Generate, print and process the following documents and, where applicable provide postage and ensure the mailing thereof as necessary:
 - 2.4.5.1 Section 341 notices (camera mailers)
 - 2.4.5.2 Notification of No Admission of Guilt offences
 - 2.4.5.3 Notification of Red-light Violation Offences and other offences
 - 2.4.5.4 Notice Before Summons (2nd notice)
- 2.4.6 Include an image and relevant offence details on Section 341 notices printed in respect of camera related offences.
- 2.4.7 Comparison of monthly offence volumes.
- 2.4.8 Provide a status report of all offences at the various processing stages on a monthly basis.
- 2.4.9 Ensure that the service provider system provides a cancellation report of old cases after the manual cancellations were done by the Municipality as per directive of the applicable court on a daily basis.
- 2.4.10 Ensure that the service provider system provides a detailed report of revenue and expenditure of all payments together with a list of all payments made by credit cards on a monthly basis.
- 2.4.11 Ensure that the service provider system provides an option to print a blank court register, standard letters as well as charge sheets when needed at court.
- 2.4.12 A detailed report of the outstanding representation results outlining the initial amount per infringement and the reduced/cancelled amount per infringement.
- 2.4.13 Provide monthly statistics on officer's productivity on daily basis.
- 2.4.14 Ensuring that the service provider system is fully auditable and able to produce reports and on screen logs of all activities on the system for each offence, including the time and date of the offence, details of the user and activities, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user.
- 2.4.15 Ensure that the service provider system can create monthly maintenance report, upload of Municipal charge book for easy reference and camera data export report.
- 2.4.16 Ensure that the service provider system is capable of controlling individual user access and functions through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users.
- 2.4.17 Ensure that the service provider system provides for an integrated module for officer book administration, including but not limited to, the allocation of books to individual officers or officer groups, monitoring of notices handed in by individual officers, alerting of outstanding notices per book and per officer.
- 2.4.18 Ensure that the service provider system provides a data captured statistics report of each user on a daily basis.

- 2.4.19 Ensure that monthly statistics is available by the 1st of each month. On productivity of both fixed & portable digital cameras.
- 2.4.20 Ensure an immediate response on ad hoc reports needed for management purposes.
- 2.4.21 Resolving problems on software as per an agreed SLA.
- 2.4.22 Ensure that extraction of statistics is done immediately e.g. Notice issued by officer per officer code, statistics by groups or law enforcement done on a specific offence.

2.5 Serving of summonses

The service provider shall:

- 2.5.1 Appoint an adequate number of serving agents inside and outside the boundaries of the Municipality to serve the summonses generated by the service provider system.
- 2.5.2 Ensure that serving agents appointed to serve summonses within the boundaries of the Municipality are duly authorized and approved by the Municipality.
- 2.5.3 Remunerate serving agents for summonses paid as per agreement with the municipality.
- 2.5.4 Ensure that the service provider system is capable of registering all appointed serving agents, tracking summonses allocated to individual serving agents and reporting on serving agent performance and the status of every summons at any time.
- 2.5.5 Take effective steps to ensure that the serving agents do not collect any monies and that they perform their duly authorized functions according to applicable laws and regulations.
- 2.5.6 Administer all summonses and the allocation thereof to serving agents, provided that the Municipality will be responsible for stamping all summonses produced by the service provider system.
- 2.5.7 Allow the checking and stamping of summonses by the Municipality's employees and ensure record is kept before issuing.
- 2.5.8 Facilitate and support the serving of summonses by the Municipality's employees at roadblocks, or/as when determined by the Municipality.
- 2.5.9 Provide a facility for immediate, on-site production of summonses at roadblocks for purposes of serving on offenders that have been stopped at the roadblocks.

2.6 Payment facilities

The service provider shall:

- 2.6.1 Ensure that the service provider system has an integrated cashiering facility that enables the Municipality's cashiers to take Spot Fines, Admission of Guilt Fines and Contempt of Court Fines online at remote workstations.
- 2.6.2 Ensure that the service provider system provides for the following in respect of cashiering transactions:
 - 2.6.2.1 System printed receipts.
 - 2.6.2.2 Show balance of outstanding fine amount on receipts per individuals.
 - 2.6.2.3 Receipt reprints by authorized supervisor.
 - 2.6.2.4 Cancellation of payment transactions only by authorized supervisor.
 - 2.6.2.5 Cancellation of previous dates not reflecting on current transaction date only by authorized supervisor.
 - 2.6.2.6 Prohibits taking of payments before the corresponding notices have been captured.
 - 2.6.2.7 Daily cashing-up reports showing the daily transactions for the cashier and giving the amounts taken by payment type (cash, cheque, etc.)
 - 2.6.2.8 Provide report showing payments transactions cancelled by, authorized supervisor.
 - 2.6.2.9 Audit trails and reports as necessary for auditing purposes must be made available as soon as requested by Management.
 - 2.6.2.10 Provide monthly payment reports comparing the three previous months.
 - 2.6.2.11 The service provider will indemnify the municipality against any third party claims as a result of the service provider's direct or indirect negligence.
- 2.6.3 Provide a website that allows the public to enquire on outstanding fines. The system should allow the public to register in order to view their outstanding fines, electronic payment of fines after

electronic validation of the fine payments on the service provider system, electronic updating of the service provider system with fine payments so taken, and electronic transfer of money taken for fines into the Municipality's bank account.

2.6.4 Facilitate payment by 3rd parties such as Banks, pay fines, View fines, Easy Pay and Pay@ (retail stores) and SAPO. Service providers must be able to demonstrate experience of facilitating of payments by third parties.

2.6.5 Import and export of a daily consolidated data file received in harmony with the Municipality's financial system of all categories of traffic fine payments in order to record on the service provider system the payments envisaged above.

2.7 Offender tracing and call Centre

The service provider must:

2.7.1 Establish and operate an outbound compatible Call Centre including a SMS and e-mail service which shall be utilized to perform the following functions:

2.7.1.1 Trace offenders with inaccurate address details telephonically.

2.7.1.2 Update service provider system with change of offender details.

2.7.1.3 Remind offenders of upcoming court dates.

2.7.1.4 Notify offenders of warrants of arrest authorized.

2.7.1.5 Any other activity that may be necessary to communicate with or trace offenders.

2.7.2 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 at own cost.

2.7.3 Trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up to date particulars such as details and telephone numbers from commercial databases available from credit bureaus.

2.7.4 Introduce measures to manage infringements for proxies and as a minimum provide a facility to enable pre-directions (update infringer details prior to printing infringement) for subscribed proxies.

2.7.5 Create and maintain a 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's database whenever more recent or more accurate particulars of an offender obtained.

2.7.6 Utilize the confirmed particulars in the offender database in the first instance for the production of notices and summonses.

2.7.7 Ensure that the service provider system has the facility to produce reports detailing conflicts between the information captured and the information received from the Natis.

2.7.8 Ensure that the service provider system has the facility to record the registration numbers of vehicles using false number plates and prevent notices from being sent to the legitimate owners of such vehicles.

2.7.9 Provide reports to the Municipality giving details of vehicles using false number plates.

2.8 Warrant of arrest administration and planned roadblock support

The service provider must:

2.8.1 Ensure that warrants of arrest are properly cancelled upon expiry of their period of validity and marked as cancelled on the service provider system.

2.8.2 Provide facilities for the immediate production and printing of summonses at the roadside to allow serving on previously untraceable persons.

2.8.3 Provide facilities for the immediate production and printing of scanned copies of warrants of arrest summons and returns of service at roadside enforcement operations.

2.8.4 Provide systems for the transmission of electronic copies of documents and printing at the roadside as necessary.

2.8.5 Provide facilities for online enquiries on the service provider system and the viewing of camera images at the roadside.

2.8.6 Provide facilities for online payments on the service provider system at the roadside.

2.8.7 Provide secured facilities accepted by the Municipality for the taking of fine payments at planned road blocks when this is approved by the Department of Justice.

2.8.8 Assist with roadside enforcement operations by:

2.8.8.1 Providing the equipment necessary for conducting of the efficient roadside enforcement operations, including portable computer, printers, scanners, fax, facilities, electronic information generators, signs, cones, retro-reflective barrier tape fitted in a mini bus.

2.8.8.2 Preparing and updating the database for the License Plate Recognition System, including outstanding warrants of arrest, duplicates number plates, outstanding summonses, stolen vehicles, unknown addresses, or any other data sets specified by the Municipality, which will be fitted in a vehicle.

2.8.8.3 Operations will be as per request of the Municipality including weekends and holidays.

3. SERVICE FEE:

3.1 The Service Provider will be paid a base fee and / or percentage according to collection on paid camera offences from the date the agreement is signed and with regard to offences captured with the successful Service Provider's equipment.

3.2 A paid fine is considered to be a fine that has been settled by the payment of one fine amount regardless of how many charges were included in the fine.

3.3 The fines shall be paid into a special account created for this sole purpose by the Service Provider who shall effect payment of the municipal revenue share into the municipality's nominated bank account. All funds from fine payments collected in the preceding month shall be processed or paid by or before the seventh (7th) of the following month. Such payment shall be accompanied by the Service Provider payment reconciliation report and other relevant documents.

3.4 A phasing period of eighteen (18) months shall apply for the payment of outstanding fines, calculated from the first day after the expiry date of the agreement. The Service Provider shall for this period allow the Client to have access to its contravention system. During this period, payments shall be accepted by the Client and representations shall also be done. The Service Provider shall be entitled to a service fee on paid fines as per the original agreement.

3.5 The Service Provider shall within ten (10) days after the end of each month submit separate reports for the payment of cameras fines and third (3rd) party payments to the Client. The invoices (camera payments and third (3rd) party payments shall be separated for payment purposes.

Functionality Score

The maximum points for this bid are allocated as follows:

Item	Bid evaluation criteria for functionality	Criteria and Points	Score Weighting	Points Allocated	Points Claimed by the Bidder	Municipal official moderate score
1	Traffic Contravention System	(40 Claimable points)				
		a) The traffic contravention management system must be running on a relational database preferably Microsoft SQL (10 Points)	- Leased system - Own system without Microsoft SQL database - Own System with Microsoft SQL database	3 5 10		
		b) The system must have an integrated Section 56, 341 camera infringement processing and roadblock modules (10 Points)	3 separate modules - Section 56 & 341 in one system with roadblock system in another - All three modules integrated in one system	3 5 10		
		c) The system must be mSCOA compliant. Bidder to show proof of integration with at least one mSCOA compliant Municipal Financial Management System (5 Points)	- No proof - Supporting evidence from recognized supplier of Municipal Financial Management System	0 5		
		d) Does the system have an In-Car ANPR system module for tracking and tracing of offenders (5 Points)	- No In-Car System - Own In-Car ANPR system module	0 5		
		e) Does the system have a handheld module capable of scanning driver's license and /or vehicle license discs. The system should be able to issue handwritten fines and /or perform infringement inquiries on the side of the road (10 Points)	- No handheld solution - System cannot scan or perform infringement inquiries (it does only one function of the specified requirements) - System can perform both scanning and infringement inquiries	0 5 10		
2	Mobile Speed Cameras	(20 Claimable points)				
		a) Is camera supplied capable of monitoring 4 lanes simultaneously bi-directionally (5 Points)	- Not capable - Capable	2 5		

		b) Is the mobile camera capable of operating itself without the need for an officer manning it (5 Points)	• Not capable • Capable	• 2 • 5		
		c) Is mobile camera capable of being placed in a semi-permanent or (5 Points)	• Not capable • Capable	• 2 • 5		
		d) Does the camera have remote monitoring capability (5 Points)	• Not capable • Capable	• 2 • 5		
3	Experience in the industry and number of similar projects previously undertaken	(10 Claimable Points)				
		Experience of the bidder in the industry. Bidder to provide proof of number of similar projects undertaken <i>(Bidder can claim experience of their holding company, subsidiary or sister companies provided the link between the entities can be established through written proof)</i>	• 1 – 5 projects • 6 – 10 projects • 11 and more projects	• 4 • 7 • 10		
4	Qualifications and experience of the project implementation and support team	(10 Claimable Points)				
		Project Manager's CV showing qualifications in project management and Information Technology. An IT degree or NQF level 7 IT diploma (Submit certified copies of degree/ diploma or certificates) (5 Points)	• No submission • Project management qualification with no IT degree or NQF level 7 IT diploma • Project management qualification with IT degree or NQF level 7 IT diploma	• 0 • 2 • 5		
		Traffic contravention system expert's CV showing qualifications in IT and software development. An IT degree or NQF level 7 IT diploma and a Microsoft certification (Submit certified copies of degree/ diploma or certificates) (5 Points)	• No submission • IT degree or NQF level 7 IT diploma with no Microsoft certification or vice versa • IT degree or NQF level 7 IT diploma with Microsoft certification	• 0 • 2 • 5		
5	Capability to compile DPP	(20 Claimable Points)				

	application.					
		Reference letters from municipal or provincial traffic authorities confirming that the service provider has assisted them with compilation of DPP application. (10 Points)	• No reference letters. • 1 to 2 reference letters • 3 to 4 reference letters	• 0 • 5 • 10		
		Copies of most recent DPP approvals letters (past 24 months). Such DPP approval letters must show that they were addressed to clients who have issued the reference letters above. (10 Points)	• No submission of recent DPP approval letters. • 2 or more DPP approval letters from the same provincial DPP. • 2 or more DPP approval letters from different provincial DPPs.	• 0 • 5 • 10		
7	TOTAL	(100 CLAIMABLE POINTS)				

Bidders who score less than 75 points out of 100 points on functionality will not be considered further for price.

8. PREVIOUS WORK EXPERIENCE OF A SIMILAR NATURE

List main work experience of a **similar nature to this bid** successfully executed and completed (or on-going) in the last five (5) years:

No	Institution / client / employer	Project description	Date started	Date completed (indicate projected completion if on-going)	Project value in Rand	Name and contact details of contact person / reference at institution
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Representatives of the NALEDI LOCAL MUNICIPALITY are hereby authorized to contact the above contact persons / references of the various institutions to verify the correctness of the information as supplied.

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

8. DECLARATION OF INTEREST (MBD 4)

1. **No bid will be accepted from persons in the service of the state*.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:
 - 3.1 Full Name:
 - 3.2 Identity Number:..... 3.3
 - Company Registration Number: 3.4 Tax
 - Reference Number:
 - 3.5 VAT Registration Number:
 - 3.6 Are you presently in the service of the state *YES / NO
* Delete if not applicable
 - 3.6.1 If so, furnish particulars.

 - 3.7 Have you been in the service of the state for the past twelve months *YES / NO
* Delete if not applicable
 - 3.7.1 If so, furnish particulars.

 - 3.8 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
* Delete if not applicable
 - 3.8.1 If so, furnish particulars.

 - 3.9 Are you aware of any relationship (family, friend, other) between a 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
* Delete if not applicable
 - 3.9.1 If so, furnish particulars

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

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

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? ***YES / NO**
* Delete if not applicable

3.10.1 If so, furnish particulars.

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? ***YES / NO**
* Delete if not applicable

3.11.1 If so, furnish particulars.

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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.

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

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

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

1. Are you by law required to prepare annual financial statements for auditing? *YES / NO
* Delete if not applicable
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
.....
.....
2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *YES / NO
* Delete if not applicable
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
- 2.2 If yes, provide particulars.
.....
.....
.....
.....
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO
* Delete if not applicable
- 3.1.1 If yes, furnish 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
* Delete if not applicable
- 4.1 If yes, furnish particulars
.....
.....
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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.

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

11.PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:
- | | POINTS |
|--|------------|
| 1.3.1.1 PRICE | 80 |
| 1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |
- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 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. DEFINITIONS

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** 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;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less;
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA)

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

D Partnership/Joint Venture / Consortium

D One person business/sole propriety

D Close corporation

D Company

D (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

9.6 COMPANY CLASSIFICATION

D Manufacturer

D Supplier

D Professional service provider

D Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

9.9 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-BBEE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 BIDDER (S) DATE:

12. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

1. This serves as a declaration 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.
2. The bid of any bidder may be rejected if that bidder or any of its directors have:
 - a. abused the municipality's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 ☐
3.1.1	If so, furnish particulars:		
3.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Bid 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 ☐
3.2.1	If so, furnish particulars:		
3.3	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 ☐
3.3.1	If so, furnish particulars:		
3.4	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 ☐
3.4.1	If so, furnish particulars:		
3.5	Was any contract between the bidder and the municipality 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 ☐
3.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

13. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 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).^{*} Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 2 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 3 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.
- 4 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

CERTIFICATE OF BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

: APPOINTMENT OF A SERVICE PROVIDER FOR TRAFFIC AND LAW ENFORCEMENT SYSTEM FOR A PERIOD OF 24 MONTHS

in response to the invitation for the bid made by:

TSWAING LOCAL MUNICIPALITY

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

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

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

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

* 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.

14. Annexure A: Government Procurement: General Conditions of Contract (July 2010)

**THE NATIONAL TREASURY
Republic of South Africa**

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**
July 2010

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

1.26 "Tort" means in breach of contract.

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

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

2. Application

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

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information inspection

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract,

or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within

the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in

his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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

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