

Munisipale Kantoor
 Privaatsak X12
VREDENBURG, 7380
 Tel. No.(022) 701-7113
 Faks No.(022) 715-1304



Municipal Offices
 Private Bag X12
VREDENBURG, 7380
 Tel. No.(022) 701-7113
 Fax No.(022) 715-1304

TENDER DOCUMENT

TENDER NUMBER	SBM 40/24/25
TENDER DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES AND ALSO THE DECRYPTION AND DEVELOPMENT OF SOFTWARE FOR MOBILE DEVICES FOR THE PERIOD 01 JULY 2025 TO 30 JUNE 2028.
NAME OF TENDERER	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
CSD NUMBER	

SUBMISSION DETAILS:

ADDRESS	TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG		
CLOSING DATE	30 MAY 2025	CLOSING TIME	12H00

The document, fully completed in all respects, together with any returnable and additional, supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the project number and description and the closing date and time indicated on the envelope. The sealed envelopes must be inserted into the appropriate official tender box before the closing date and time.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Rosaire Farmer
Tel: 022 701 6945
Email: rosaire.farmer@sbm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person : Lephooi Molefi
Tel: 022 701 6830
Email: lephooi.molefi@sbm.gov.za

INSTRUCTION: HANDLING OF TENDER DOCUMENT

Tenders must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

Tenders generated from e-Tender:

E-TENDER DECLARATION

It is compulsory to confirm "Yes" or "No" on all line items **Yes/No**

The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be bind securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be bind to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the Tender document on both sides to save paper and for standardisation.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above

I accept and approve all of the above.

SIGNATURE OF TENDERER

CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified.

PLEASE TICK BOX ON THE LEFT



- ☐ Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- ☐ Company registration forms.
- ☐ Certified copy of director/s municipal account/s.
- ☐ Registration with professional body (If applicable).
- ☐ Samples Provided (If applicable).
- ☐ All relevant sections complete and signed and all pages of tender document initialled by authorized signatory.
- ☐ Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.
- ☐ Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.
- ☐ Proof for claiming points for locality as required in MBD 6.1.
- ☐ Tax-compliant status on CSD.

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

Name: _____

Signature: _____

Capacity: _____

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PART A: INVITATION AND GENERAL INSTRUCTION**1. Advertisement****SALDANHABAAI MUNISIPALITEIT****TENDER NOMMER: SBM 40/24/25**

TENDER BESKRYWING: AANSTELLING VAN 'N DIENSVERSKAFFER VIR DIE VERSKAFFING, INSTALLERING, IMPLEMENTASIE, OPERASIE, ONDERSTEUNING EN ONDERHOUD VAN 'N GEVORDERDE VERKEERS OORTREDINGS BESTUUR SISTEEM MET INKOMSTE VERBETERINGSPROSESSE EN DIE BESKRYWING EN ONTWIKKELING VAN SAGTEWARE VIR MOBIELE TOESTELLE VIR DIE PERIODE 01 JULIE 2025 TOT 30 JUNIE 2028.

Tender dokumente is beskikbaar om afgelaai te word op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik verkry word by Mev. Rosaire Farmer, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf **Maandag, 12 Mei 2025**.

Indien tender dokumente verkry word, moet 'n niet-terugbetaalbare tender deposito van R278.00 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

Navrae: Mnr. L. Molefi

E-pos: lephooi.molefi@sbm.gov.za

Tenders moet in die tenderbus by die Buller/Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word voor **12:00 op Vrydag, 30 Mei 2025** en moet in 'n geseëde kovert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.

'n Verpligte inligtingssessie sal plaasvind by die Verkeers departement, Hoek van Floryn en Frankstraat, Marais Industrie, Vredenburg op **Woensdag 21 Mei 2025 stiptelik om 11H00. Geen gracie periode sal toegelaat word nie.**

Die 80/20 voorkeur-puntstelsel soos vervat in die Voorkeur Verkrygings Beleid, R7/5-24, van 23 Mei 2024 sal in die beoordeling van hierdie tender gebruik word.

'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet tesame met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
Saldanhabaai Munisipaliteit
Privaatsak X12
VREDENBURG
7380

SALDANHA BAY MUNICIPALITY**TENDER NUMBER: SBM 40/24/25**

TENDER DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES AND ALSO THE DECRYPTION AND DEVELOPMENT OF SOFTWARE FOR MOBILE DEVICES FOR THE PERIOD 01 JULY 2025 TO 30 JUNE 2028.

Tender documents can be downloaded from the e-Tender publication portal at www.etenders.gov.za or alternatively can be collected from Mrs. Rosaire Farmer, 15 Main Road, Investment Centre, Vredenburg from **Monday, 12 May 2025**.

If tender documents are collected, a non-refundable tender deposit of R 278.00 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.

Enquiries: Mr. L. Molefi

Email: lephooi.molefi@sbm.gov.za

Tenders must be placed in the tender box at the Buller/Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before **12:00 on Friday, 30 May 2025**, in a sealed envelope where on the outside is clearly marked the above-mentioned tender number and description.

The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted.

A compulsory briefing session will be held at the Traffic department, Corner of Floryn and Frank Street, Marais Industria, Vredenburg on **Wednesday, 21 May 2025 promptly at 11H00. No grace period will be allowed.**

The 80/20 preference point system as contained in the Preferential Procurement Policy, R7/5-24, of 23 May 2024 will be used in the adjudication of this tender.

A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document, and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H.F. Mettler
MUNICIPAL MANAGER
Saldanha Bay Municipality
Private Bag X 12
VREDENBURG
7380

2. Instruction to tenderer:**2.1 General and Special Conditions of Contract**

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

2.2 Acceptance or Rejection of a Tender

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

2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into Saldanha Bay Municipality's bank account payable to the Saldanha Bay Municipality. These costs are non-refundable. No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically.

2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

2.6 Completion of Tender Documents

- a) The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. All the pages must be initialed by the authorized signatory and returned.
- b) Tender documents may not be retyped.

- c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.
- f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.
- g) If a document is electronically completed, NO ALTERATIONS OR AMENDMENTS may be made to the content of the tender document. ALTERATIONS OR AMENDMENTS to the tender document will result in disqualification. Also note that the contract will be terminated in a case where it is detected after contract signing that the tender document was altered or amended. It thus remains the responsibility of the tenderer to ensure that the same document as was issued is submitted.

2.7 Compulsory Documentation

2.7.1 Income Tax Clearance Certificate

A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order or their tax pin.

2.7.2 Construction Industry Development Board (CIDB)

When applicable, a copy of the bidder's registration and grading certificate with the CIDB must be included with the tender.

2.7.3 Municipal Rates, Taxes and Charges

Business account: See MBD 6.1 and call office if any clarification is required (important for claiming preference points).

Director's accounts:

- a) A copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

2.8 Authorized Signatory

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.

2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

2.11 Quantities of Specific Items

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

2.12 Submission of Tender

- a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be - placed in the **tender box at the Ground Floor in the Investment Centre, 15 Main Road, Vredenburg by not later than 12:00 on the specified closing date.**
- b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

2.13 Expenses Incurred in Preparation of Tender

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

2.14 Contact with Municipality after Tender Closure Date

- a) Bidders shall not contact the Saldanha Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.
- b) If a bidder wishes to bring additional information to the notice of the Saldanha Bay Municipality, it should do so in writing to the Saldanha Bay Municipality.
- c) Any effort by the firm to influence the Saldanha Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

2.15 Opening, Recording and Publications of Tenders Received

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

2.16 Evaluation of Tenders

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

2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the PREFERENTIAL PROCUREMENT POLICY adopted by Council on R7/1-24, of 30 January 2024, as well as the Municipality's Supply Chain Management Policy.

- a) B-BBEE
 - Original or originally certified B-BBEE certificate or Affidavit.
- b) Locality
 - i) Where the tenderer is the owner of the property:
 - ii) The municipal account must be registered in the trading name of owner of the property, for example:
 - Partnership (Lead company according to agreement).
 - Joint Venture (Lead company according to agreements and where daily operations are done).
 - Close Corporation (name of the CC).
 - Public Company "Limited or Ltd" (name of the company).
 - Private company / Proprietary company / (Pty) Ltd (name of the company).
 - Non-Profit Company "NPC" (name of the company).
 - State Owned Company "SOC" (name of the SOC).
 - In the case of a One-person business / sole propriety the account must either be in the trading name or in the owner's name.

- In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

c) Where the tenderer is not the owner of the property:

i) Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.
 - OR
- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - ✓ That the sole propriety is conducting business from the said address as indicated in the bid documents.
 - ✓ What are the conditions/agreement for conducting business from premises.
 - ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
 - ✓ The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.

NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

Note: Affidavits valid for a period of 3 months

- Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:
 - ✓ If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
 - ✓ The owner of the property must confirm the following:
 - ✓ That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
 - ✓ What are the conditions/agreement for conducting business from premises.

- ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
- ✓ The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
- ✓ If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
- ✓ NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

d) Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises:

- i) If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
- ii) In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 2.24.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD / CIPC, if necessary.

A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.

2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.**

2.19 Language of Contract

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

2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

2.21 Wrong Information Furnished

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

2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Rosaire Farmer Tel: 022 701 6945 or e-mail rosaire.farmer@sbm.gov.za. Enquiries regarding the specifications may be addressed to Lephooi Molefi, Tel: 022 701 6830 or email at lephooi.molefi@sbm.gov.za.

2.23 Submission of Invoices:

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- **The words "TAX INVOICE" in a prominent place;**
- **Name, address and VAT registration number of the supplier;**
- **The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;**
- **The Saldanha Bay Municipality VAT registration number: 41001113150;**
- **Unique VAT invoice number and date of issue;**
- **Accurate description of goods and/or services;**
- **Quantity or volume of goods or services supplied; and**
- **Price and VAT amount and percentage (%).**

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorized to sign on behalf of the company.

PRINT NAME

SIGNATURE

DATE

PART B: COMPULSORY RETURNABLE DOCUMENTS (SCM RELATED)**3. MBD 1: INVITATION TO TENDER**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS OF BUSINESS					
STREET ADDRESS OF BUSINESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN		OR	CSD No	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT [TICK APPLICABLE BOX]	Yes	No	CONTRIBUTOR FACTOR (1 – 10)		
DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.					
ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY OR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF					
MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (Provide proof)		ARE YOU A FOREIGN BASED SUPPLIERS FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (If yes, answer 3)	
CRS no	TOTAL BID PRICE (Brought forward)			R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance		DEPARTMENT	Public Safety	
CONTACT PERSON	Rosaire Farmer		CONTACT PERSON	Lephooi Molefi	
TELEPHONE NUMBER	022 701 6945		TELEPHONE NUMBER	022 701 6830	
E-MAIL ADDRESS	rosaire.farmer@sbm.gov.za		E-MAIL ADDRESS	lephooi.molefi@sbm.gov.za	
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 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R7/1-24, OF 30 JANUARY 2024, WILL BE USED IN THE ADJUDICATION OF THIS TENDER.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

THE MUNICIPALITY RESERVES THE RIGHT TO ACCEPT ALL, SOME, OR NONE OF THE BIDS SUBMITTED EITHER WHOLLY OR IN PART — AND IT IS NOT OBLIGATED TO ACCEPT THE LOWEST BID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

4. MBD 4: DECLARATION OF INTEREST

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

3.10.1.	If so, state particulars.														
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO													
3.11.1.	If so, state particulars.														
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO													
3.12.1.	If so, state particulars.														
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO													
3.13.1.	If so, furnish particulars.														
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO													
3.14.1.	If so, furnish particulars.														
4.	Full details of directors / trustees / members / shareholders:														
COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:															
Full Name	Identity Number												Individual Tax Number for each Director	State Employee Number	

CERTIFICATION

I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	

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

- | | |
|-----------|---|
| a) | a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the National Assembly or the National Council of Provinces; |
| b) | a member of the board of directors of any municipal entity; |
| c) | an official or 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 entity; or |
| f) | an employee of Parliament or a provincial legislature. |

²" Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

5. MBD 6.1 (PREFERENCE POINTS CLAIM FORM)**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.

1. GENERAL CONDITIONS**1.1 The following preference point system is applicable to invitations to bid:**

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

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

- a) Price; and
- b) Specific Goals (B-BBEE status level contribution and Locality).

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

	POINTS
PRICE	80
SPECIFIC GOALS	20 (10 B-BBEE and 10 Locality)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

1.4.1 B-BBEE

Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming

annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4.2 **Locality**

1.4.2.1. Where the tenderer is the owner of the property

The municipal account must be registered in the trading name of owner of the property, for example:

- Partnership (Lead company according to agreement).
- Joint Venture (Lead company according to agreements and where daily operations are done).
- Close Corporation (name of the CC).
- Public Company "Limited or Ltd" (name of the company).
- Private company / Proprietary company / (Pty) Ltd (name of the company).
- Non-Profit Company "NPC" (name of the company).
- State Owned Company "SOC" (name of the SOC).
- In the case of a One-person business / sole proprietor the account must either be in the trading name or in the owner's name.
- In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

1.4.2.2. Where the tenderer is not the owner of the property

Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.

OR

- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - That the sole propriety is conducting business from the said address as indicated in the bid documents.
 - What are the conditions/agreement for conducting business from premises.

- For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
- The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.
- NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

Note: Affidavits valid for a period of 3 months

Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:

- If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
 - What are the conditions/agreement for conducting business from premises.
 - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
 - The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
 - If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
 - NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

1.4.2.3. Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises

- If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
- In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 9.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the

residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD, CIPC, if necessary.

A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.

- 1.5 The municipality 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 municipality.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"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;
- (d) **"bid"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;
- (e) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **"bid for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

$$\mathbf{80/20} \quad P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

4.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

$$\mathbf{80/20} \quad P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

5. POINTS AWARDED FOR SPECIFIC GOALS

In terms of the Preferential Procurement policy of Council section 6(2) and 8(2), preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 and 2 below as may be supported by proof/ documentation stated in the conditions of this bid:

5.1 B-BBEE

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

5.2 LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Saldanha Bay Municipality	10
Within the boundaries of the West Coast District	5
Within the boundaries of the Western Cape	2
Outside the boundaries of the Western Cape or failure to provide proof	0

6. DECLARATION

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

6.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

B-BBEE Status Level of Contribution: _____ (maximum of 10 points)

6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2

LOCALITY: _____ (maximum of 10 points)

7. DECLARATION WITH REGARD TO COMPANY / FIRM

7.1 Name of company / firm: _____

7.2 Company registration number: _____

7.3 VAT registration number: _____

7.4 Type of company / firm:

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

[Tick applicable box]

7.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business:

Registered municipal account number: _____

NOTE: MUNICIPAL INFORMATION PROVIDED MUST BE ALIGNED TO PARAGRAPH 1.4 AND 5.2

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

6. MBD 8: BIDDER'S PAST PRACTICES**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐

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

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

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

☐

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:

Mr. / Mrs

Director 2 Address:

Mr. / Mrs

Director 3 Address:

Mr. / Mrs

Director 4 Address:

Mr. / Mrs

Director 5 Address:

Mr. / Mrs

Director 6 Address:

Mr. / Mrs

Director 7 Address:

Mr. / Mrs

Director 8 Address:

Mr. / Mrs

Director 9 Address:

Mr. / Mrs

Director 10 Address:

Mr. / Mrs

Director 11 Address:

Mr. / Mrs

Director 12 Address:

Mr. / Mrs

Attach page if space insufficient.

7. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. 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.

11. 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.
12. 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.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

8. Central Supplier Database (CSD)

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr. S. Arendse at 022 701 6940.

CSD registration number (if registered):

PART C: CONDITIONS OF CONTRACT**9. General Conditions of Contract (GCC OF 2010)****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 supplies 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 supplies covered by the bid will be manufactured.

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

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

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

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

- 1.21 "Purchaser" means the organization purchasing the goods.

- 1.22 "Republic" means the Republic of South Africa.

- 1.23 "SCC" means the Special Conditions of Contract.

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

1.25 "Written" or "in writing" means handwritten 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, 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 supplies, services or works.

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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.

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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies 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 supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk.
- Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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 in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(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 in SCC.

- 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 in SCC 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 in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid.

Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.

23.8 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. Anti-dumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful 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 in SCC.

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

10. Special Conditions of Contract

1. Tenders are requested to quote firm prices effective from commencement date of the contract. The pricing shall be fixed from closing date of the tender until 30 June 2026, whereby price increases will be allowed. If there is an increase in the fixed rate in each of the financial years 2026/2027 and 2027/2028, the successful bidder must immediately provide signed documentary proof of any increase and reasons thereof. Price increases will be allowed from 01 July 2026 annually. No backdated increases will be allowed. Increase will only be effective from date of approval. Pricing for all products available to increase as negotiated per CPIX. The municipality reserves the right to accept or decline the amendment of the quoted fixed rate based on affordability.

11. Authority to sign bid

TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)

Company (Pty) Ltd. & Ltd.	Please complete section 1 below	
Close Corporation (CC)	Please complete section 2 below	
Sole Proprietor	Please complete section 3 below	
Partnership	Please complete section 4 below	
Consortium, Club, Trust, etc.	Please complete section 5 below	
Joint Venture	Please complete section 6 below	

1. COMPANIES - (PTY) LTD. & LTD.

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s)			
Is a copy of the resolution attached?	YES		NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. CLOSE CORPORATION (CC)

2.1. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or

2.2.3. Company Secretary.

PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorized signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s) / member (s)			
Is a copy of the resolution attached?	YES		NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

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

OR

I, _____, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. PARTNERSHIP

We, the undersigned partners in the business trading as

hereby authorize Mr. / Ms. _____

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner			Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

5. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize _____

(Name of entity) to act as lead consortium partner and further authorize

Mr. / Ms. _____

to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and must be signed by each member:

Full Name of consortium member	Role of consortium member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr. / Ms. _____ authorized signatory of the Company / Close Corporation / Partnership (name) _____, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

2. 2nd PARTNER

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. 3rd PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. 4th PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorizing each signatory who signed above to do so, is to be submitted with the bid.

12. Contract form: Purchase of goods/works/services (MBD7)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS. NOTE: THIS FORM WILL ONLY BE SIGNED BY THE PURCHASER AFTER AWARD AND APPEAL/S HAVE BEEN DEALT WITH.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works or to render services described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number **SBM 40/24/25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Technical Specification(s)
 - Preference claims in terms of the Preferential Procurement Regulations 2022
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:.....

PURCHASE OF GOODS/WORKS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as
accept your bid under reference number **SBM 40/24/25** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note (goods or works) or after receipt of an invoice (services).

TO BE COMPLETED: GOODS / WORKS

ITEM NO.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S (BEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

OR

TO BE COMPLETED: SERVICES

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	POINTS CLAIMED FOR HDI'S (BEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

WITNESSES

1.

2.

DATE

PART D: SPECIFICATIONS**13. SPECIFICATIONS:**

ITEM 1	
1.1	The Contractor MUST comply with the following requirements: 1.1.1 The contract is envisaged to commence on the date of contract signing. The contractor will be expected to commence preparatory work as soon as the contract is awarded and the appeal period is concluded, so as to minimise disruption of services at the date of commencement. 1.1.2 The required services will include the supply, installation and maintenance of digital camera systems to enforce speed, red light and other moving violations at fixed and mobile sites. The actual number of camera systems and sites that may be called for during the term of the contract and the timing of such calls will be at the discretion of the Municipality. The contractor will be responsible for the calibration of all cameras purchase by the Municipality, operational support, maintenance, repair, warranty, insurance and general management of all equipment at the service providers own cost. 1.1.3 The Municipality requires a contravention system and full back-office services for the processing of all traffic and by-law fines, whether they be handwritten, or generated by camera, handheld unit, or any other system that may be used by the Municipality at Traffic Department based in Vredenburg. The contravention system should cater for the full life-cycle of a fine from the initial capturing or generation of the offence, through all the legal processes which includes the generate and printing of summons and warrants of arrests. 1.1.4 The cases to be processed include those generated by the Provincial Traffic within the boundaries of the Municipality. By-law offences also need to be processed by the contravention system. These by-law offences are usually generated by the Local Law Enforcement Department. 1.1.5 The contravention system must conform in full with the Municipality's standard systems architecture. The Municipality requires real-time interfacing of the contravention system with the Municipality's cash receipting system and with the systems of its third-party payment agents to allow the validation of fines and the taking of fine payments via these systems. 1.1.6 The contractor will also be expected to host a website where details of fines and associated images can be viewed. 1.1.7 The contractor also needs to establish interfaces to the systems of the Municipality's third-party payment agents for the hosting of such details and images on their websites. If required by the Municipality, the contravention system also has to be adapted to interface with the Municipality's financial system in order for management information and statistics to be drawn via the system. 1.1.8 The Municipality further needs portable units capable of remotely connecting to the contravention system and producing copies of warrants of arrest at the roadside.

	1.1.9 The Municipality further needs at least 2 laptops and 1 printer capable to remotely connecting to the payment system to allow to process payments and do enquiries at the location. 1.1.10 Municipality has its own handheld devices; the contractor is expected to provide the integration necessary to process fines generated by the Municipality's handheld units on the contravention system. 1.1.11 The contractor will have to provide encryption and software develop services on the handheld devices. The number of times this service will be called during the term of contract will be at the discretion of the Municipality. 1.1.12 The contractor will have to prove to the satisfaction of the Municipality that its systems and infrastructure has the capability to process at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare reserve to cope with increased volumes. 1.1.13 At the commencement date of the contract, the unfinalized fines in the legacy system of the Municipality needs to interface with the system of the new service provider to continue with the operations.
1.2	RESPONSIBILITIES The contractor must: 1.2.1 Perform all its duties under the supervision of the Municipality and in strict compliance with any instruction received from the project manager appointed by the Municipality, or any of the subject experts nominated by the project manager to deal with different aspects of the project. The appointed project manager with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between the Municipality and the contractor. 1.2.2 All calls logged by the contract manager or by an authorized representative of the Municipality should be resolved within three (3) working days. 1.2.3 Acknowledge that all camera systems, devices, hardware, software, or any other equipment purchase by the Municipality in terms of this tender (Pricing Schedule), remains the property of the Municipality. 1.2.4 Acknowledge that the Municipality retains ownership of the contents of the contravention system's database, including all the images and offence details in respect of each offender and make available to the Municipality on request, periodically, or through an interface, any data or images that may be required for any purpose whatsoever and in the format as requested. The contractor will not make use of or allow anyone other than the contractor to make use of the images and data in the contravention system for any purposes other than the normal processing and finalisation of the fines, without the express permission of the Municipality. 1.2.5 Acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfil their obligations in terms of the contract, then the parties agree to re-negotiate and amend the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of the Municipality, the only reasonable option is to terminate all or part of the contract, the Municipality may unilaterally do so after giving the contractor one month written notice.

	Acknowledge that where, in the sole discretion of the Municipality, any of the obligations imposed on the contractor in terms of this tender proves, in practice, to be unnecessary, impractical, or unfeasible, the Municipality may, in writing, absolve the contractor from fulfilling such obligation, or vary the terms of the obligation in so far as it may be necessary. 1.2.6 Strive to introduce, with the prior approval of the Municipality and at no additional cost to the Municipality, improvements to the technologies, systems and services provided in terms of this tender which may be to the benefit of the Municipality and/or the contractor. 1.2.7 Commence preparatory work as soon as the contract is awarded. This includes but not limited to setting up of the service centre, setting up of the hardware and software systems, configuring the system, appoint and training of staff, delivery and setting up camera systems, preparing for data migration (if applicable) and any other preparatory work that can practically be performed before commencement date.
1.3	DIGITAL SPEED ENFORCEMENT CAMERA COMPLIANCE 1.3.1 The Municipality requires the contractor to supply, install, commission, maintain, <i>as and when directed by the Municipality</i>: 1.3.1.1 Fixed digital camera systems to record speed and/or red-light violations. 1.3.1.2 Fixed camera sites with its ancillary equipment, including the housings, poles, detection systems, power supply and secondary illumination, at such locations as may be determined from time to time by the Municipality and provided such locations have been authorised for the use of such equipment by the Director of Public Prosecutions. The deployment of cameras and rotation of cameras between locations will be solely as determined by the Municipality. 1.3.1.3 Mobile digital camera systems to record speed violations with ancillary equipment which include tripods, flash illumination units, spare batteries, chargers and other accessories and equipment required for successful operation of the cameras. 1.3.1.4 Be capable of electronic data for detecting vehicles that are sought for outstanding warrants of arrest, false number plates or for other reasons by linking to appropriate databases in real time when required (upload to NAVIC). 1.3.1.5 Be capable of detecting vehicles that are unlicensed or un-roadworthy by linking to the NaTIS system in real time when required (ANPR operations). 1.3.1.6 Be capable of detecting vehicles that are stolen or wanted by the SAPS for any reason by linking to the SAPS marked vehicle database in real time (ANPR operations). 1.3.1.7 Be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP Guidelines) and any requirements of the Directorate of Public Prosecutions in the Western Cape. 1.3.2 As a minimum, the fixed and mobile camera systems and other enforcement systems supplied in this tender shall be compliant with the following where applicable: 1.3.2.1 SANS 1795, including Part 5 "Data capturing and recording devices for road traffic law enforcement equipment". 1.3.2.2 Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP Guidelines). 1.3.2.3 Approval of the Director Public Prosecutions: Western Cape. 1.3.2.4 Approval of the Senior Manager: Public Safety of the Municipality. The Senior Manager: Public Safety will need to be satisfied that the camera and other

	enforcement systems provided are the most suitable systems available for the intended purpose. 1.3.2.5 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) 1.3.2.6 Provide a full colour image of the offence showing a wide angled context of the offence as well as details of the offending vehicle. 1.3.2.7 Evidence produced shall be tamper detectable and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free. 1.3.2.8 Fixed camera systems shall provide for multiple lane speed and red-light violation enforcement as required. 1.3.2.9 Fixed and mobile camera systems shall provide illuminating white flashes enabling successful night-time operation. 1.3.2.10 Fixed camera systems shall be protected against vandalism as far as practically possible. 1.3.2.11 Fixed camera systems shall preferably be non-invasive on road surfaces and record offenses by means of radar technology. 1.3.2.12 Fixed camera systems shall allow for quick and easy rotation between sites by one person and user-friendly set-up procedures. 1.3.2.13 Fixed camera systems shall incorporate a power source allowing continued camera operation for at least 4 hours during power outages. 1.3.2.14 Mobile camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user-friendly set-up procedures. 1.3.2.15 Mobile camera systems shall have sufficient battery capacity to allow operation during an entire shift without recharging. 1.3.2.16 All camera systems shall automatically record and store statistics including, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation, and output the statistics to a management information system. 1.3.3 In respect of all fixed and mobile camera systems and site installations, as well as any fixed and mobile camera systems and installations supplied in terms of this contract, the contractor shall: 1.3.3.1 Provide all electrical requirements for the installation and operation of fixed cameras and pay for electricity supply by Municipality or Eskom used by any particular camera when required by the Municipality. 1.3.3.2 Ensure that all fixed camera installations are painted with a yellow paint and conform to any installation requirements as specified by the Municipality. 1.3.3.3 Prepare and submit any way-leave applications, sitemaps and other supporting documentation necessary and ensure that the required permits and/or licenses and/or regulatory approvals have been obtained before installation of the cameras and ancillary equipment.
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- 1.3.3.4 Conduct frequent field surveys, preferably through the use of non-invasive radar technology, and produce statistics on road usage and offence patterns at specific sites, including the 85th percentile, as and when directed by the Municipality in order to assist the Municipality to determine the need for fixed or mobile camera deployment at any site where camera enforcement is applied for.
- 1.3.3.5 Inspect the cameras and ancillary equipment at least once per month with the prior approval of the Municipality in order to ensure that the cameras and ancillary equipment are in good working order and of neat and well-maintained appearance at all times.
- 1.3.3.6 Monitor on a daily basis that each fixed camera system, remains operational by ensuring that images are wirelessly transmitted from each of these systems to a central location where it is displayed and monitored by contractor staff who will immediately initiate repair actions when faults are detected.
- 1.3.3.7 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.
- 1.3.3.8 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.
- 1.3.3.9 Repair any damage to or defect in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera shall be made operational on the relevant site within 24 hours of notification from the Municipality. Replacement cameras must comply with all requirements in terms of this contract.
- 1.3.3.10 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 calibration certificates are provided to the Municipality.
- 1.3.3.11 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.
- 1.3.3.12 Provide training workshops in the use of the cameras and ancillary equipment to the employees of the Municipality as and when required by the Municipality. The contractor shall bear all costs associated with the provision of any such training workshop and issue certificates to the Municipality's employees in respect of training received.
- 1.3.3.13 Upload all camera images and data and capture any additional particulars as may be required to successfully prosecute the offence.
- 1.3.3.14 Provide systems for officers of the Municipality to adjudicate every image with its associated data and either accept it as prosecutable or reject it as non-prosecutable.
- 1.3.3.15 Ensure that the contravention system, each image adjudicated by an officer, be capable of identifying the officer responsible for the adjudication.
- 1.3.3.16 Ensure that the contravention 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. 1.3.3.17 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. 1.3.3.18 Make available the images and data to the Municipality, or any other party as directed by the Municipality, for inclusion in their internet viewing and payment facility or for any other reason whatsoever. 1.3.3.19 Produce expert evidence in court (either documentary or verbal) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds. 1.3.3.20 Upload statistics gathered by the cameras after every session and make the statistics available to the Municipality in an acceptable format as and when required, including the number of vehicles checked, the speed of each vehicle checked, the number of infringements, the highest speeds recorded and, the times and duration of operation.
1.4	CONTRAVENTION SYSTEM AND SYSTEMS ARCHITECTURE 1.4.1 The contractor shall: 1.4.1.1 Provide and operate a contravention 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). The contravention system should be capable of processing the Traffic and By Law offences in a separate sub-system, each with its own number range. 1.4.1.2 Provide sufficient hardware in the service centre and Municipal Court in order to meet its obligations in terms of this agreement and to operate the contravention system at optimal efficiency. 1.4.1.3 At its own cost, establish and maintain data communication links to the Municipality's Wide Area Network in order to allow up to 20 of the Municipality's remote workstations to operate on the contravention system. 1.4.1.4 Ensure that the hardware supplied by the contractor will have sufficient capacity to allow for all the Municipality's remote users connected to the contravention system to work simultaneously and at optimal efficiency. 1.4.1.5 Provide sufficient software licenses to the Municipality in respect of the contractor software for the operation of the Municipality's own workstations linked to the contravention system. 1.4.1.6 Provide an on-going program of training for the client's users of the contravention system to ensure that all users are adequately trained to perform their respective functions on the system. 1.4.1.7 Provide the Municipality with user manuals for the contravention system if and when requested to do so. 1.4.1.8 Provide proof to the satisfaction of the Municipality that the contravention system has the capability of processing at least the Municipality's current

	offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes.
1.4.1.9	Provide proof to the satisfaction of the Municipality that the contravention system is utilised without any major problems in at least one other site in South Africa that is comparable to the Municipality in terms of offence volumes processed and complexity of operations.
1.4.1.10	Provide sufficient technical support and expertise locally in Saldanha Bay area to ensure that the contravention system continues to perform optimally, that any technical hardware, software or networking problems are resolved immediately and that enhancements to the contravention system that may be required by the Municipality are implemented without delay.
1.4.1.11	Ensure that the contravention system conforms in full with the Municipality's standard systems architecture. The Municipality's architecture document can be referenced for more detail. In particular the document titled "Application Architecture" which prescribes standards for systems to easily integrate with other systems and allow for database portability.
1.4.1.12	Ensure that the contravention system is web based or is developed for a Microsoft front end and Microsoft SQL back end.
1.4.1.13	Ensure that the contravention system is compatible with the Municipality's standard ICT operating system.
1.4.1.14	Acknowledge that if any of the contractor's staff are required to work on Municipality premises, such staff will be treated as Municipality contracting staff who are subject to the Municipality's existing ICT policies and procedures. The contractor must be equipped with workstations that comply with the Municipality's desktop standard and their desktops will be placed and treated as Municipality-managed workstations.
1.4.1.15	Ensure that the contravention system is hosted on Municipality of Saldanha Bay application hosting infrastructure in Saldanha Bay Municipality data centre used for the secure hosting of third-party systems.
1.4.1.16	Acknowledge that all the data and images on the contravention system belongs to the Municipality and shall not be used by the contractor for any purposes other than those provided for in this tender, or specifically sanctioned by the Municipality.
1.4.1.17	Ensure that all the data and images in the contravention system is hosted on Municipality premises and that no off-site copies of the Municipality data are kept without permission from the Municipality.
1.4.1.18	Make the data and images in the contravention system available to the Municipality in any manner requested by the Municipality for whatever reason. This could be for the purposes of inclusion on the Municipality's own website, or to make it available to external parties.
1.4.1.19	Ensure that the contravention system does not require any administrator and/or special user access rights to operate on the desktop.

	1.4.1.20 Ensure that the contravention system does not require the client firewall to be disabled. 1.4.1.21 Ensure that the contravention system interfaces online and in real time with the Municipality's cash receipting system using web service interface to provide for on-line verification and updating of fine payments. 1.4.1.22 Ensure that the contravention system interfaces with hand held devices, ANPR systems, or other equipment and devices that may be acquired by the Municipality outside of this tender for the purpose of issuing of fines, or the identification of vehicles with outstanding fines, warrants of arrest, expired licenses, false number plates, stolen, or any other information for which the vehicles may be sought, by processing fines generated by such equipment and linking to appropriate back-end databases in real time. 1.4.1.23 On request from the Municipality, work with the Municipality's information technology team to establish an interface between the contravention system and the Municipality's system that will allow specified data that is hosted on the contravention system to be accessed with a view to draw transactional data, management information and statistical data directly via the system. 1.4.2 Tenderers must note the information in the ICT Architectural Section below and provide comprehensive information as requested: ICT Architectural Section The ICT Architecture section serves two purposes: A. The first is to provide prospective vendors with technical information regarding the Municipality's current ICT environment. This subsection also provides the Municipality's compulsory Architectural standards for the proposed solution. B. The second subsection allows the vendor to provide the Saldanha Bay Municipalities ICT department with appropriate technical information to determine whether a proposed system or application could be hosted internally by the Municipality.
1.5	SERVICE CENTRE SERVICES 1.5.1 Establishing a Service Centre: The contractor shall: 1.5.1.1 Establish a service centre at conveniently located premises as agreed by the Municipality. 1.5.1.2 Bear all associated costs of the service centre and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials and consumables. 1.5.1.3 Implement measures to ensure that the service centre operations comply with directives of the Municipality, the Courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures (the TCSP Guidelines). 1.5.1.4 Allow the Municipality to inspect the activities of the service centre at any reasonable time to ensure that the contractor is at all times complying with all

	terms and conditions of this agreement. 1.5.2 Functions to be performed by the Service Centre: The contractor shall: 1.5.3.1 Automatically update the contravention system by importing offence records from camera related offences. 1.5.3.2 Capture offences generated through the Section 341 notices. 1.5.3.3 Automatically update the contravention system by importing offences electronically recorded by officers using handheld units regardless of whether such handheld devices and software are supplied by the Municipality or the contractor. 1.5.3.4 Capture the data related to the following within 5 working days of receipt at the Service Centre (speed offences): 1.5.3.4.1 Representations received from offenders; 1.5.3.4.2 Representation results; 1.5.3.4.3 Authorization of Warrant of Arrest; 1.5.3.4.4 Name and address changes; 1.5.3.4.5 Change of offender detail; 1.5.3.4.6 Return of Service of summonses; 1.5.3.4.7 Execution of Warrant of Arrest; and 1.5.3.4.8 Court case results. 1.5.4 Generate files to be exchanged between the contravention system and the NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the contravention system accordingly. 1.5.5 Ensure that the contravention system is capable of processing a change of offender for a case for which a warrant of arrest has already been issued, by producing a summons for the new offender and allowing all subsequent steps following the production of a summons. The system should allow only one such change of offender even if this also results in a warrant of arrest. 1.5.6 Ensure that the contravention system has a facility for automated change of offender for use by proxies of companies and other fleet owners. This facility should be designed to ease the process of changing the details of the offenders where fines are recorded against the proxy or fleet owner. 1.5.7 Ensure that the contravention system allows only one change of offender per fine, unless the offender has appeared in court when a second change of offender may be allowed. 1.5.8 Ensure that the contractor system allows court cases to be set down or remanded to court dates prior to and including the current day. This is to allow for a delay in the capturing of court results and to cater for arrested people to be added to the court roll on the same day as the arrest. 1.5.9 Generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary: 1.5.9.1 Section 341 notices (camera mailers) within 30 days of offence date; 1.5.9.2 Notification of No Admission of Guilt Offences within 30 days of offence date; 1.5.9.3 Notification of Red-Light Violation offences within 30 days of offence date; 1.5.9.4 Notice Before Summons (2nd notice); 1.5.9.5 Warrant of Arrest notices; 1.5.9.6 Representation acknowledgement letters;
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	1.5.9.7 Representation reply letters including result of representation; 1.5.9.8 Confirmation of Change of Offender letters; 1.5.9.9 General letters as per templates specified by the Municipality; and 1.5.9.10 Any other documentation required for the successful operation of the Service Centre.
	1.5.10 Ensure that the layout, design and content of any documentation produced by the contravention system and sent out to the general public or the Courts are approved in writing by the Municipality before being printed.
	1.5.11 Include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.
	1.5.12 Generate, print and process the following Court related documentation per court:
	1.5.12.1 Section 54 Summonses with clerk of court watermark stamp;
	1.5.12.2 Court Rolls with listed control documents and returns of service, as well as pre-prepared warrants of arrest forms;
	1.5.12.3 Section 341 Control Register;
	1.5.12.4 Section 56 Control Register plus control documents from fines recorded by handheld devices;
	1.5.12.5 Section 54 Control Register;
	1.5.12.6 Section 341 Spot Fine Register;
	1.5.12.7 Pro forma Section 341 spot fines to accompany the Spot Fine Register;
	1.5.12.8 Admission of Guilt Register with listed control documents and Pro Forma;
	1.5.12.9 Contempt of Court Payment Register (J114);
	1.5.12.10 Warrants of Arrest including "double contempt" warrants of arrest;
	1.5.12.11 Warrant of Arrest Register and stickers with warrant of arrest numbers, case numbers and notice numbers (to be attached to the warrant of arrest forms that were pre-authorised by the magistrate on the day of the court sitting); and
	1.5.12.12 Any other Court related documentation that may be required by the Courts or the Municipality.
	1.5.13 Prepare daily 'mail bags' containing all documentation for dispatch to the Municipality's various courts and offices managing the court administration of the respective courts.
	1.5.14 Provide a courier service that will ensure that mail bags, documents and packages are transported, on a fixed daily round, between the contractor's premises, the various courts and the various Municipality offices that manage the administration of the respective courts.
	1.5.15 Provide the Municipality with a facility to draw management information and statistics from the contravention system and/or provide the management information and statistics on request or periodically. The format and frequency of the statistics will be as specified by the Municipality and may include the following:
	1.5.15.1 Detailed analysis of offences per category (e.g. sections 56, 341, 54, 55, etc) showing the number of offences issued per month, values, actual payments, success rates, withdrawn and number of outstanding offences;
	1.5.15.2 Comparison of monthly offence volumes;
	1.5.15.3 Numbers and value of payments received by the Municipality and income generated;
	1.5.15.4 The number and value of fines reduced versus the number and value of fines originally issued;
	1.5.15.5 Status of all offences at the various processing stages;
	1.5.15.6 Month by month statistical analysis of offences committed per suburb;
	1.5.15.7 Representation results showing "proceed", "withdrawn", "reduced" separately per court;

	1.5.15.8 The number and value of cases withdrawn or reduced per authorising official and/or system user in a specified period and giving a breakdown of the reasons for withdrawals; 1.5.15.9 Outstanding representation results; 1.5.15.10 Officer statistics and productivity; 1.5.15.11 Number of summonses served personally and non-personally and not served; 1.5.15.12 Detailed analysis and number of officer errors on handwritten notices; 1.5.15.13 Offenders or vehicles with the most outstanding fines or warrants of arrest ("Top offender reports"); 1.5.15.14 Number of first appearances per court per month; 1.5.15.15 Number of cases struck off the roll per court per month and reasons if available; 1.5.15.16 Number and value of withdrawals/reductions per court/authorising official/user per month; 1.5.15.17 Number of warrants of arrest authorised, printed and delivered per court per month, as well as number of warrants on hand and pending; 1.5.15.18 Total revenue accrued per court per month; 1.5.15.19 Number of "double contempt" per court per month; 1.5.15.20 Number of remanded cases per court per month; 1.5.15.21 Daily and monthly reports on all fine payments on the system, detailing the origin of the payment; receipt number, amount, date and time of payment, notice number and other relevant details; and 1.5.15.22 Any other statistics or reporting that may be required by the Municipality. 1.5.16 Ensure that general housekeeping procedures are established and performed in respect of the contravention system including, but not limited to the following: 1.5.16.1 Creating a daily backup of all data and images captured on the contravention system to be made available to the Municipality on request; 1.5.16.2 Creating a weekly full system backup and ensure that it is stored at a secure off-site location as agreed by the Municipality and to be made available to the Municipality on request; 1.5.16.3 Performing system administrator duties such as registering users on the system and assigning user rights; 1.5.16.4 Performing regular, scheduled history runs to finalise redundant cases on the system; and 1.5.16.5 General housekeeping and maintenance of the system. 1.5.17 Ensure that the contravention system is fully auditable and able to produce reports and on-screen logs of all activities on the system for each offence. The activity logs should include the time and date of the event, the user who performed the activity, and the nature of the activity. Logged events should include enquiries performed on the system and changes, additions and deletions of any status or data element by any user, systems administrator, or system transaction. These activity logs should also be available per user. 1.5.18 Ensure that the contravention system is capable of controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users. 1.5.19 Ensure that the contravention 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, monitoring the notices captured, alerting of outstanding notices at time of issue of additional books to an officer, reporting on outstanding notices per book and per officer, controlling the number of books in possession of an officer at any one time. 1.5.20 Ensure that the contravention system caters for the allocation of number ranges to be used when fines are recorded electronically by way of handheld units or the like.
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ITEM 2	OFFENDER TRACING AND CALL CENTRE COMPLIANCE
2.1	The contractor shall: 2.1.1 Establish and operate facility which shall be utilised to perform all or some of the following functions as may be agreed with the Municipality: 2.1.1.1 Trace offenders with inaccurate address details; 2.1.1.2 Update contravention system with change of offender details; 2.1.1.3 Remind offenders of upcoming court dates; and 2.1.1.4 Notify offenders of warrants of arrest authorised. 2.1.2 Any other activity that may be necessary to assist or trace offenders. 2.1.2.1 Ensure that telephone calls to offenders are conducted in accordance with scripts approved by the Municipality. 2.1.2.2 Ensure that the Municipality approves the content of any SMS's, letters, notices or other communication sent or delivered to offenders or the public. 2.1.2.3 Trace offenders who cannot be reached by introducing and utilising innovative methods of tracing, including obtaining of up-to-date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like. 2.1.2.4 Send bulk SMS's to offenders whose cell phone numbers are available to alert them that fines have been issued, court dates are imminent, warrants of arrest have been authorised, etc, as agreed to by the Municipality. 2.1.2.5 Create and maintain an offender database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained. 2.1.2.6 Utilise the confirmed particulars in the offender database for the production of notices and summonses as agreed by the Municipality. 2.1.2.7 Make the offender database available to the Municipality on request, periodically or through an interface. 2.1.2.8 Ensure that the contravention system has the facility to produce reports detailing conflicts between the information captured and the information received from the NaTIS system. 2.1.2.9 Ensure that the contravention system has the facility to record the registration numbers of vehicles using false number plates and to prevent notices from being sent to the legitimate owners of such vehicles.

ITEM 3	PAYMENT FACILITIES
3.1	The contractor shall: 3.1.1 Ensure that the contravention system is adapted to interface directly with the Municipality's cash receipting system to allow payment of fines and warrants of arrest, online, real-time, after electronic validation of the fine amount and contempt of court amount on the contravention system and electronic updating of the contravention system with payments so taken. 3.1.2 As and when requested by the Municipality, ensure that the contravention system is adapted to interface directly with the systems of any of the Municipality's third party payment agents to allow the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines, online real-time, after validation of the fine payments on the contravention system, electronic updating of the contravention system with fine payments so taken. 3.1.3 Work with the Municipality to enable the introduction of new methods and innovations in the way that fines can be paid and ensure that the contravention system is adapted to allow fine payments via any new payment channel that the Municipality wants to introduce such as Snap scan, credit/debit cards and the like. The tenderer to provide a development/QA ICT environment to facilitate the above. 3.1.4 Ensure that the contravention system allows the online real-time cancellation of fine payments taken via the Municipality's cash receipting system or any of the Municipality's third-party payment agents. 3.1.5 Provide the Municipality with a daily electronic report giving details of all payments updated in the contravention system. The report should separately list the payments received via each of the Municipality's third-party payment agents as well as the Municipality's cash receipting system. 3.1.6 If it is discovered that fine payments have been recorded on the contractor system in error (e.g. which occurred due to a technical problem or duplication) resulting in the contractor having received fees to which it is not entitled, the contractor shall immediately notify the Municipality and undertake to forthwith investigate the erroneous payments concerned. If it is established that an error indeed occurred, the contractor shall refund the Municipality with a credit note on the next monthly invoice for contractor fees. 3.1.7 Ensure that the adaptation of the contravention system as envisaged in this tender is commenced immediately upon awarding of the contract and is carried out in close cooperation with the Municipality and within the timeframes agreed to by the Municipality for implementation upon commencement of the contract. 3.1.8 Provide a website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras. Data and images must be available on the website as soon as the first notification is sent to the offender. 3.1.9 Ensures that the contravention allows the payment of "fresh fines" ie: fines that has not yet been captured into the system. 3.1.10 Under no circumstances accept money on behalf of the Municipality except where the contractor is appointed as a payment agent for the Municipality in terms of a separate agreement concluded with the Municipality.

ITEM 4	ADMINISTRATION AND ROADBLOCK SUPPORT
4.1	4.1 Roadblock Support Vehicles: 4.1.1 The contractor's system shall be required to interface with current equipment. (Roadblock support vehicle with Automatic Number Plate Recognition (ANPR) systems capable of automatically detecting vehicles with outstanding offences, warrants of arrest, false number plates, or any other information for which the vehicles may be sought and alerting system operators with an audible tone and message alert.) 4.1.2 ANPR vehicle: 4.1.2.1 The contractor's system shall be required to interface with current equipment. 4.1.2.2 ANPR cameras and detection systems which must: 4.1.2.2.1 be capable of detecting vehicles with outstanding warrants of arrest, false number plates or any other information for which the vehicles may be sought, by wirelessly linking to appropriate back-end databases in real time; 4.1.2.2.2 be capable of detecting vehicles marked on the NaTIS system as unlicensed or un-roadworthy by linking to the NaTIS system in real time; 4.1.2.2.3 be capable of detecting vehicles marked on SAPS database as stolen or wanted for other reasons by linking to the SAPS database in real time; 4.1.2.2.4 be capable of instantaneously alerting system operators whenever a vehicle that is sought for any reason is detected by emitting an audible tone and displaying a message alert; 4.1.2.2.5 be capable of recording a colour overview image of each vehicle read; 4.1.2.2.6 be capable of selecting or de-selecting one or more of the databases used for detecting vehicles, as well as the NaTIS system and/or SAPS system; 4.1.2.2.7 be capable of connecting wirelessly to the contravention system for the purpose of making online enquiries on outstanding offences against a vehicle or person; 4.1.2.2.8 be equipped with a suitable printer and be capable of immediate production and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports; 4.1.2.2.9 be capable of automatic (via ANPR) as well as manual enquiries via a keyboard for both registration number and ID number; and 4.1.2.2.10 be capable of producing daily statistics including, vehicles scanned, vehicles positively matched against various databases, action taken by officers.
ITEM 5	HANDHELD DEVICES, PRINTERS AND SOFTWARE DEVELOPMENT
5.1	5.1.1 The handheld devices shall: 5.1.1.1 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.

	5.1.1.2 Communicate with the contravention system wirelessly while operated in the field and upload cases to the contravention system for further processing. 5.1.1.3 be capable of Wi-Fi as well as LAN communication to ensure fast configuration and uploads when docked in the back office. 5.1.1.4 be able to scan and decode the 2D barcodes and populate extracted information automatically on the notice or summons produced. • South African drivers' licence; • South African temporary drivers' licence; • South African learners' licence; • Traffic registration certificate; • South African motor vehicle licenses; • South African national identification cards and/or books; and • Any other documentation that will be integrated into the above. 5.1.1.5 be able to take a photo of the offender or offending vehicle and append such photo to the case. 5.1.1.6 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. 5.1.1.7 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. 5.1.1.8 be able to optionally perform live queries on the NaTIS system and the SAPS wanted vehicle database or the Municipality's database of outstanding warrants of arrest. 5.1.1.9 contain a complete set of the following static data components for selection by the officer during capture of the offence: • Notice numbers (obtained in blocks from the contravention system); • Court name (from the contravention system); • Court date (from the contravention system); • Payment due dates; • Charge description with fine amounts; • meet IP64 standards for moisture and dust intrusion; • be designed to withstand 1.5 metre drops to concrete; • have a high resolution, sunlight readable display; • have a touch panel for finger and stylus; and • have a minimum six-hour battery life. 5.1.2 The portable printers shall: 5.1.2.1 be small and lightweight for carrying on a belt clip or shoulder strap. 5.1.3.2 be suitable for its intended purpose and the make and model will be approved by the Municipality. 5.1.3.3 meet IP 54 standards for moisture and dust intrusion. 5.1.3.4 be designed to withstand 1.5 metre drops to concrete.
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	5.1.3.5 have long lasting battery life for minimum 6-hour operation under normal printing conditions. 5.1.3.6 be able to print the required notices or summonses on a paper roll of at least 80 millimetres in width. 5.1.3.7 be able to communicate with the handheld device through wireless LAN or Bluetooth.
ITEM 6	HARDWARE, SOFTWARE AND NETWORKING
6.1	The contractor must: 6.1.1 Provide and operate a contractor system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977). The system must be web based with a Microsoft SQL or Oracle back end; 6.1.2 Provide and operate a contractor system software package developed for the collection of revenue for Pound facilities; 6.1.3 Provide sufficient hardware in the service centre in order to meet its obligations in terms of this agreement to operator contractor system at optimal efficiency including but not limited to desktops, monitors, printers, scanners fax machines and the like. As a minimum each data capturer / clerk must have a Desktop, 24" LED LCD Monitor, wireless keyboard and mouse and a printer capable of printing, scanning and copying; 6.1.4 At its own costs, establish and maintain data communication links to the Saldanha Bay Municipality's Local Area Network in order to allow up to Five (5) of the Municipality's remote workstations to operate on the contractor system; 6.1.5 Ensure that the hardware supplied by the contractor will have sufficient capacity to allow for all the Saldanha Bay Municipality's remote users connected to the contractor's system to work simultaneously and at optimal efficiency; 6.1.6 Ensure that hardware and software is upgraded as new programs and or hardware develops during the term of the contract; 6.1.7 Provide software licenses to SBM in respect of all the contractor software for the operation of the Municipality's own workstations linked to the contractor system; 6.1.8 Perform enhancements and software development on the handheld devices should the Municipality so request and submit a statement of work (SOW) detailing the agreed upon enhancements or developments and costs thereof. 6.1.9 Provide an on-going program of training for the client's users of the contractor system to ensure that all users are adequately trained to perform their respective functions on the system; 6.1.10 Provide SBM with user manuals for all the contractor systems; 6.1.11 Provide proof of the satisfaction of SBM that the contractor system has the capacity to processing no less than the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes; 6.1.12 Provide proficient information and communication technical support based in the Cape Metropolitan area to ensure that the contractor system continues to perform optimally, that any technical hardware, software or networking problems are resolved

	instantaneously and that enhancements to the contractor system that may be required by SBM are implemented without delay; 6.1.13 Provide proficient information and communication technical support based in the Cape Metropolitan area to ensure that the contractor system continues to perform optimally with regards to all cashier functions which include and 3rd party payments and web-based payments, receiving revenue generated is a direct result of this contract.
ITEM 7	TRANSITIONAL ISSUES
	The contractor shall: 8.1 Take responsibility for all new fines issued from date of commencement of the contract. At the commencement date of the contract, the unfinalized fines in the legacy system of the Municipality needs to interface with the system of the new service provider to continue with the operations. 8.2 Take responsibility for fines generated by the provincial traffic services within the area of jurisdiction of the Municipality. 8.3 Commence preparatory work as soon as the contract is awarded, so as to minimise disruption of services at the date of commencement of the contract. This includes the setting up of the service centre, setting up of hardware and software systems, configuring the systems, training of staff, delivery and setting up of camera systems, preparing for data migration and any other preparatory work that can practically be performed before the commencement date. 8.4 At the end of the contract period, the contractor shall be obligated to transfer all data (legacy system) at no cost to the Municipality within 7 days.

If the bidder fails to sign this schedule, it will be interpreted that the bidder does not comply with the Specifications and therefore will be regarded as being not eligible.

I hereby declare that I comply with the Specifications.

Name of Bidder

Signature on Behalf of Tenderer

Date

PREVIOUS EXPERIENCE

It is compulsory to list three projects in Annexure A. Non-compliance to this will render your bid non-responsive. Failure to provide proof of the mentioned previous relevant experience in Annexure A will lead to disqualification.

<u>CRITERIA</u>	<u>MEASURES</u>
Previous Relevant Experience of Vendor [complete Annexure 'A']	• Minimum of three previously successfully completed projects of a similar nature completed within the past ten years. • Bidders must submit reference letters with the tender for each project listed below. (Appointment letters will not be regarded as reference letters)

ANNEXURE 'A': PREVIOUS RELEVANT EXPERIENCE

TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED	CLIENT'S DETAILS <i>(Where work was performed, contact name & phone number)</i>	CONTRACT PERIOD	VALUE OF CONTRACT

If the above space is insufficient, the tenderer can submit additional sheet(s) in the same format.

14. Pricing Schedule

IT IS COMPULSORY TO COMPLETE THE PRICING SCHEDULE INCLUDED IN THIS DOCUMENT.

NO LETTERHEAD OR ALTERNATIVE PRICE SCHEDULE WILL BE ACCEPTED.

- It is compulsory to complete all line items of the pricing schedule tendered for. No line items must be left blank. Line items where the cost is included in the tender price, must be indicated as "included". Line items provided free of charge must be indicated with "R0.00". If these pricing instructions are not adhered to, the tender will be found non-responsive.
- It is compulsory to comply to all the minimum specifications.
- It is compulsory to add all prices to determine the total.
- It is compulsory that pricing reflect on all individual line items. No blocks must be left blank.
- Estimated quantities if for evaluation purposes only and the award will be based on the unit price.
- The Municipality reserves the right to increase or decrease the quantities over the tender period.
- Pricing is for year (1) one only (1 July 2025 to 30 June 2026).

PRICING SCHEDULE:

NOTE: ESTIMATED QUANTITIES IS FOR EVALUATION PURPOSES ONLY AND MAY VARY.

Item	Description	Estimated Quantities	Unit Price (Excluding VAT)		Total Price (Excluding VAT)
1	Mobile Laser Camera with accessories including maintenance and calibration with a three-year warranty (Purchase)	2			
2	Fix Radar Camera with accessories including maintenance and calibration with a three-year warranty (Purchase)	2			
3	Handheld Ticketing Unit & Printer and all accessories with a three-year warranty (Purchase)	10			
	Software licence:	Estimated Quantities (A)	Unit Measure ment (Months) (B)	Unit Price (Excluding VAT) (C)	Total Price (Excluding VAT) (D) (A x B x C =D)
4	Traffic Contravention License Fee Per User for Year 1	10	12		
5	Revenue Enhancement – Fee per SMS message	2 000	12		
6	Revenue Enhancement – Fee per record for Data-washing	2 000	12		
7	Revenue Enhancement - ViewFines Hosting Portal - Fee Per Record	1 000	12		
8	Call Centre – Fee Per Call	350	12		

TOTAL TENDER PRICE EXCLUDING 15 % VAT	
(Items 1 to 8)	
15% VAT	
TOTAL TENDER PRICE INCLUDING 15 % VAT	

NB!!! Pricing schedule for items 1 – 3 is for purchase only.

Items 4 to 8 is per month (Unit price x Estimated quantities x 12 Months = Total price)

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Signature:

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Date:

PART E: OTHER

15. Price adjustments

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

I accept and approve all of the above.

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SIGNATURE OF TENDERER

Failure to accept the automatic extension will render the bid non-responsive. Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.

16. Omissions, alterations and additions

17. Schedule of Variations from Special Conditions of Contract

1. Bidders may provide a 2.5% discount for payment made within 30 days of receipt of invoice. Bidder should note that this discount is optional and has no influence on the evaluation or adjudication of bids.

2. Please complete the following should your company BE WILLING TO PROVIDE the 2.5% deduction for payment within 30 days as per clause 1 above:

YES, my company IS WILLING TO HAVE THE 2.5% taken off of payment made within 30 days.

Tenderer's signature _____ for acceptance of the 2.5% discount.

(Only if tenderer wishes to provide the 2.5% discount)