



NALA LOCAL MUNICIPALITY

TENDER NUMBER – NLM/COM/005/2024-25: “THE SUPPLY, DELIVERY AND MAINTENANCE OF AN ELECTRONIC TRAFFIC SURVEILLANCE AND CONTRAVENTION MANAGEMENT SYSTEM. THIS INCLUDES A FULLY INTEGRATED SPEED ENFORCEMENT SYSTEM, AUTOMATIC NUMBER PLATE RECOGNITION SYSTEM, FRONT AND BACK SYSTEMS FOR A PERIOD OF THREE YEARS (36 Months)”

Name of the bidder: _____

Amount (vat inclusive) _____

Address _____

Email _____

Closing date: 11 OCTOBER 2024 AT 12H00

CONTENTS

1.	ADVERT CALLING FOR SUBMISSION OF BIDS.....	3
2.	DETAILS OF THE TENDERER	5
3.	FORM OF INDEMNITY	20
4.	SERVICES REQUIREMENTS	23
5.	FORM OF OFFER AND PRICING SCHEDULE.....	25
6.	OCCUPATIONAL HEALTH AND SAFETY	30
7.	GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT	33
8.	MUNICIPAL BIDDING DOCUMENT (MBD) 1	
9.	MUNICIPAL BIDDING DOCUMENT (MBD) 2	
10.	MUNICIPAL BIDDING DOCUMENT (MBD) 4	
11.	MUNICIPAL BIDDING DOCUMENT (MBD) 6.1.....	
12.	MUNICIPAL BIDDING DOCUMENT (MBD) 7.2.....	
13.	MUNICIPAL BIDDING DOCUMENT (MBD) 8	
14.	MUNICIPAL BIDDING DOCUMENT (MBD) 9	
15.	DECLARATION BY TENDERER	

1. ADVERT CALLING FOR SUBMISSION OF BIDS

Tender Number- NLM/COM/005/2024-25: “THE SUPPLY, DELIVERY AND MAINTENANCE OF AN ELECTRONIC TRAFFIC SURVEILLANCE AND CONTRAVENTION MANAGEMENT SYSTEM. THIS INCLUDES A FULLY INTEGRATED SPEED ENFORCEMENT SYSTEM, AUTOMATIC NUMBER PLATE RECOGNITION SYSTEM, FRONT AND BACK SYSTEMS FOR A PERIOD OF THREE YEARS (36 Months)”

Nala Local Municipality hereby invites suitably qualified service providers for the supply, delivery and maintenance of an electronic traffic surveillance and contravention management system. This includes a fully integrated speed enforcement system, automatic number plate recognition system, front and back systems for a period of three years (36 Months).

Bids marked for the attention of the Municipal Manager must be submitted in a sealed envelope marked **“Tender Number- NLM/COM/005/2024-25: “THE SUPPLY, DELIVERY AND MAINTENANCE OF AN ELECTRONIC TRAFFIC SURVEILLANCE AND CONTRAVENTION MANAGEMENT SYSTEM. THIS INCLUDES A FULLY INTEGRATED SPEED ENFORCEMENT SYSTEM, AUTOMATIC NUMBER PLATE RECOGNITION SYSTEM, FRONT AND BACK SYSTEMS FOR A PERIOD OF THREE YEARS (36 Months)”** must be deposited in the tender box located at Nala Local Municipality no later than, 11th of October 2024, 12H00 at the following physical address:

Nala Local Municipality Offices; No. 8 Preller Street; Bothaville; 9660.

Tender documents are available on E-Tender, from the 16th of September 2024.

The tenders will be evaluated and adjudicated using functionality as the 1st Step and again in line with the approved Supply Chain Management Policy of Nala Local Municipality using 80/20 or 90/10 preference point system in accordance with the Municipality's Preferential Procurement Policy.

Tenders which are late or submitted by facsimile or electronically will not be accepted. Prices quoted must be valid for 90 days from closing date of this tender. The municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender either wholly or a part thereof or to disclose reasons for their decision.

Enquiries pertaining to bid procedure can be directed to Manager: SCM & Assets Unit at 056 514 9200, email: mmalete@nala.org.za during office hours.

Mr. SJ Lehloenya
Municipal Manager

2. DETAILS OF THE TENDERER

Name of the bidder:

Postal address:

Business physical address:

Telephone number:

Facsimile number:

VAT registration:

NB: FAILURE TO PROVIDE THE ABOVE DETAILS WILL RESULT INTO YOUR BID BEING DISQUALIFIED FROM THE BIDDING PROCESS.

SCOPE OF WORK

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This tender is for appointment of service provider(s) for supply, delivery and maintenance of an electronic traffic surveillance and contravention management system. This includes a fully integrated speed enforcement system, automatic number plate recognition system, front and back systems for a period of three years (36 Months).

A. PHASE 1: ADMINISTRATIVE COMPLAINT (RETURNABLE DOCUMENTS)

All bids duly logged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions will be eliminated from further evaluation.

The following administrative compliance has been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and therefore will be disqualified from further evaluation:

- Submission of bid document in its original form (refers to every page of the bid document as originally purchased or produced without any amendments or changes)
- Fully signed and completed MBD Forms (All pages signed and/ initialled)
- Completion of bid document must be in black or blue ink.
- Valid Tax Compliance Status Pin
- Bank confirmation letter
- Certified Copies of Company Registration Documents-CK/CM Documents (if JV submit for both)
- Certified copies of ID's for all directors and shareholders of the company must be submitted.
- Submission of a copy of municipal rates and taxes account **(for August or September 2024)** for both the bidder (Company) **and** all its Directors.
- Valid certified copy of proof of registration or compliance with the Unemployment Insurance Fund (UIF) must be attached
- Valid certified copy of letter of good standing with the Compensation for Occupational Injuries and Diseases Act (COIDA)
- Attach proof of ownership of vehicles in the name of the company
- Submission of proof of Vehicle monitoring system (Electronic System)
- Proof of Public Liability Insurance valued at least at R1 000 000.00
- Proof of prior / current tenders of similar nature from other institutions.
- Signed Joint Venture Agreement by all parties (if applicable)
- Price amendment without signature will amount to disqualification
- Sanas accredited B-BBEE Certificate or Sworn Affidavit

NB. All certified documents must not be older than three months

B. Phase 2: Functionality compliance

1. General requirements:

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

During the execution of the project, the Contractor shall:

Requirements	Comply Yes/No
Perform all its duties under the supervision of the local authority and in strict compliance within any instruction received from an authorized representative of the local authority	
Nominate a suitable experienced person to act as "contract manager" with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between the local authority and the contractor.	
Acknowledge that the local authority retains ownership of the contents of the contractor system's database, including all the images and offence details in respect of each offender and make available to the local authority on request any data or images that may be required for any purpose whatsoever and in the format as requested.	
Ensure that the contractor is aware of the AARTO Act and the effect it might have on the contract once it has been awarded.	
Provide details of provisions that have been made for the implementation of the AARTO Act.	
Acknowledge that the AARTO Act be implemented during the term of the contract, or should any law come into effect, or be repealed, or amended which thereby materially impact on the ability of either party to fulfill their obligations in terms of the contract, then the parties agree to re-negotiate the contract.	

2. Specifications:

2.1 Enforcement systems:

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

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

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

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

WORM drive and provide a minimum storage of 10000 full colour digital images of each view of the offence	
The evidence produced by the traffic surveillance and law enforcement system shall be tamper detectable and encryption of the stored imagery shall use a recognized 1024 bit encryption algorithm	
The traffic surveillance and law enforcement system shall provide a fully integrated and automated "end to end" system for the prosecution of speed and red-light offences and other offences	
The surveillance and law enforcement system shall provide a passive (infra-red) and/or active illumination for enhanced night-time operation	
The mobile field equipment must automatically record and store the total vehicles checked, number of infringements and duration of operation, highest and average speed and output this to an integrated management information system.	
The hand held ticket issuing device shall have a simple and easy to use user interface, be multi-functional, have on-line connectivity and be fully integrated with the contravention management system.	
The mobile traffic surveillance and law enforcement system shall allow the uploading of offences via a LAN connection	
The hand held ticket issuing device shall have a simple and easy to use user interface, be multi-functional, have on-line connectivity and be fully integrated with the contravention management system	
A wireless real time download is required for all mobile and fixed site applications and must be costed.	
The service offered shall include the supply and maintenance of appropriate transport components for mobile operations	

2.2 Support operations:

The contractor shall:

Requirements	Comply Yes/No
Prepare and submit any way-leave applications, sitemaps and other supporting documentation necessary and ensure that the required permits and/or licenses and/or regulatory approvals have been obtained before installation of the camera and ancillary equipment	
Conduct field surveys and produce statistics on road usage and offence patterns at specific sites as and when directed by the local authority in order to assist the violation enforcement as required.	
Inspect the cameras and ancillary equipment at least once per month with the prior approval of the local authority in order to ensure that the cameras and ancillary equipment are in good working order and or neat and well maintained appearance at all times	
Comply with any requirements from the local authority in respect of fixed camera installations and supply any additional equipment as may be specified by the local authority from time to time in order to facilitate inspection and operation of the cameras	
Maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras	
Repair any damage to or defect in the camera and ancillary equipment, provided that if a camera cannot be repaired, a replacement camera shall be made operational on the relevant site within 24 hours of notification from the local authority. Replacement cameras must comply with all requirements in terms of this contract	
Calibrate the cameras at 6 (six) monthly intervals or as required by the Director of Public Prosecutions (DPP) and as published in the prosecution guidelines, or at such other as may be required by the local authority from time to time and ensure that the calibration certificates are provided to the local authority	
Ensure that information signs with regard to enforcement by camera are erected and maintained on roadways in strict accordance with the specifications, directions, conditions and timeframe set by the local authority	
Provide on-site field support to local authority employees using the mobile cameras wherever they may be deployed by rendering any technical assistance that may be required and by downloading images and data in the field as necessary during the hours that the mobile cameras are used	
Provide training workshops in the use of the cameras and ancillary equipment to the employees of the local authority as and when required by the authority. The contractor shall bear all cost associated with the provision of any such training workshop and issue certificates to the local authority's employee in respect of training received	
Take out insurance covering damage or loss of the contractors' cameras and ancillary equipment for any reason and maintain such insurance for the duration of this agreement	
Establish a processing centre at their own cost which is conveniently located as agreed to in writing by	

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

2.3 Service Centre:

The contractor shall:

Requirements	Comply Yes/No
Establish a service centre at conveniently locate premises as agreed in writing by the local authority and all functions shall be carried out locally within the municipal area, no remote processing, administration or customer support shall be done remotely	
Bear all associated costs of the service centre and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, material, consumables and law enforcement related documents	
Ensure that the service centre is operated by the contractor employees during the local authority's normal office hours, or any other hours as needed by local authority	
Provide and operate a contractor system software package developed for the administration and management of traffic and by-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1997)	

Implement measures to ensure that the service centre operations comply with directives of the local authority, the courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures (TCSP)	
Allow the local authority to inspect the activities of the service contractor that it is at all times complying with all terms and conditions of this agreement	
Appoint such number of contractor employees as required by the contractor in order to fulfill its obligations in terms of the provisions of this agreement	
Provide adequate management expertise and supervision in the service centre to effectively manage all its functions	
Ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement	
Take sole responsibility for any sub-contractors and agents the contractor may appoint to assist in delivering the contractor services and acknowledge that the contractor remains solely responsible for ensuring that the contractor services are rendered in accordance with the terms and conditions of this agreement	

2.4 **Hardware, software and networking:**

The contractor shall:

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

2.5 Operations:

The Contractor shall:

Requirements	Comply Yes/No
Automatically update the contractor system by importing offence records from camera related offences	
Capture the data related to the following:	

- Section 341 notices issued - Section 56 notices issues - Representations received from offenders - Representation results - Court results - Authorisation of warrants of arrest - Name and address changes - Change of offender detail - Return of service of summonses - Execution of warrants of arrest	
Establish an interface with the e-NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and contractor system accordingly	
Establish an interface with the e-NaTIS system that allow enquiries on the ownership particulars of individual vehicles directly on the e-NaTIS system	
Generate, print and process the following documents and where applicable, provide potage and ensure the mailing thereof as necessary: - Section 341 notices (camera mailers) - Notification of 'No admission of guilt' offenses - Notification of 'Red light violation' offenses - Warrant of arrest notices - Letters to obtain details of responsible person in case of company vehicles - Representation acknowledgement letters - Representation result letters - General letters - Any other documentation required for the successful operation of the service centre	
Ensure that the layout, design and content of any documentation produced by the contractor system and sent out to the general public or the courts are approved in writing by the local authority before being printed	
Include a full colour image and relevant offence details on section 341 notices	
Generate, print and process the following court related documentation by court: - Section 54 summonses - Court rolls - Section 341 control register - Section 56 control register - Section 54 control register - Section 341 spot fine register - Pro forma section 341 spot fines to accompany the spot fine register - Admission of guilt register - Contempt of court register - Warrant of arrest including 'double contempt' warrants of arrest - Warrant of arrest register - Any other court related documentation that may be required by the courts or the local authority	
Prepare daily 'mail bags' containing all documentation for dispatch to the local authority's various offices managing the court administration of the respective courts	
Generate, print and process the following reports for internal use: - Audit trials - Concept court register - Summons server productivity analysis reports - Any other reporting that may be required in the process	
Provide the local authority within 21 days of the end of each calendar month with the following management information and statistics on: - Detailed analysis of section 56 and 341 and camera offences showing the number of offences, values, actual payments, success rates, withdrawn, untraceable and number of outstanding offences - Comparison of monthly offences volumes - Number and value of payments received by the local authority and income generated - The number and value of fines reduced versus the number and value of fines originally issued - Status of all offences at the various processing stages - Month by month statistical analysis of offences committed per suburb, ward and sub-council area - Representation results showing 'proceed', 'withdrawn', 'reduced' separately - Outstanding representation results - Officer statistics and productivity - Detailed analysis of officer errors on handwritten notices	

- Offenders or vehicles with the most outstanding fines or warrants of arrest (Top 10 reports) - Number of first appearances per court per month - Number of cases struck off the roll per court per month - Number of withdrawals per court per month - Number of warrants of arrest authorized per court per month - Total revenue accrued per court per month - Number of 'double contempt' per court per month - Number of remanded cases per court per month - Any other statistics or reporting that may be required by the local authority	
Ensure that general housekeeping procedures are established and performed in respect of the contractor system including but not limited to the following: - Creating a daily back-up of all data and images captured on the contractor system to be made available to the local authority on request - Creating a weekly full system back-up and ensure that it is stored at a secure off-site location as agreed in writing by the local authority and to be made available to the local authority on request - Performing system administrator duties such as registering users on the system and assigning user rights - Performing regular, scheduled history runs to remove redundant data from the system.	
Ensure that the contractor system is capable of controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users	
Fixed camera to be moved to approved sites on intervals as per directive of local authority	

2.6 Summons serving:

The contractor shall:

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

2.7 Payment facilities:

The contractor shall:

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

2.8 Offender tracking and call centre:

The contractor shall:

Requirements	Comply Yes/No
Establish and operate an on-site call centre within the service centre which shall be utilized to perform the following functions: - Notify offenders of outstanding notices, summonses, warrants of arrest, etc via SMS, e-mail or other electronic needs - Trace offenders with inaccurate address details telephonically - Update contractor system with change of offender details - Remind offenders of upcoming court dates - Notify offenders of warrants of arrest authorized - Any other activity that may be necessary to assist or trace offenders	
Take effective steps to ensure that call centre employees conduct the various type of telephone calls to offenders in accordance with scripts approved by the local authority	
Trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up to date particulars such as address details and telephone numbers from	

commercial databases available from credit bureaus and the like	
Create and maintain an offender database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained	
Utilise the confirmed particulars in the offender database in the first instance for the production of notices and summonses	
Ensure that the contractor system has the facility to produce reports detailing conflicts between the information captured and the information received from the e-NaTIS system	
Ensure that the contractor system has the facility to record the registration numbers of vehicles using false number plates and to prevent notices from being sent to the legitimate owners of such vehicles	
Provide reports to the local authority giving details of habitual offenders and vehicles using false number plates	

2.9 **Warrant of arrest administration and roadblock support:**

The contractor shall:

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

2.10 Phase in and phase out implementation approach:

The contractor shall:

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

3. Billing:

BILLING WILL BE DONE AS PER PAID FINE!

C. PHASE 3: EVALUATION OF FUNCTIONALITY

The bid will be evaluated based on the following criteria for Functionality and the bidder must obtain a minimum score of 70% of the point allocated for functionality to qualify for further evaluation:

Criteria	Points Allocated
Enforcement systems	30
Front and back Office	45
Professional Compliance	10
Similar contract experience	15
Total Points	100

Technical Criteria	Description	Weight	Total Points
Enforcement systems	4 x mobile speed enforcement cameras, semi fixed in secured housing	15	30
	1 x Red-light and stop sign enforcement camera systems, semi fixed in secure housing	5	
	1 x automatic number plate recognition system – complete mobile roadblock bus	5	
	4 x handheld ticket issuing devices	5	

Front and back Office	Support Operations	5	45
	Services Centre	5	
	Hardware, Software and Networking	5	
	Operations	5	
	Summons Serving	5	
	Payment Facilities	5	
	Offender Tracking	5	
	Warrant of arrest administration / roadblock support	5	
	Implementation Plan	5	
Professional Compliance	Equipment to be certified according to TSCP guidelines, NPA (National Prosecuting Agency) and SANS 1795.	10	10
Similar contract experience	Similar contract (R3m plus) x 6	15	15
	Similar contract (R3m plus) x 5	10	
	Similar contract (R3m plus) x 3	5	
Total	NOTE: The minimum score be 70 out of 100 to be considered in the next evaluation phase, failure to meet 70 will be result in automatic disqualification.		100

D. PHASE 4: EVALUATION OF PRICE AND SPECIFIC GOALS

PRICE EVALUATION AND SPECIFIC GOALS

PRICE:

BILLING WILL BE DONE AS PER PAID FINE!

R_____.

Any service provider who score below 70 points will be disqualified.
Preference Points System

Only those qualifying Bids will be evaluated in terms of the 80/20 preference points system, where the 80/90 points will be used for price (VAT inclusive) and the 20/10 will be points awarded for Specific goals as follows:

Table 1

10 Points of Specific goals, will be allocated based on B-BBEE status level of contributor in the following manner,

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)	NUMBER OF POINTS (90/10 SYSTEM)	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
--	---	--	--

1	10	5	SANAS Accredited BBBEE Certificate or Sworn Affidavit
2	8	4	
3	6	3	
4	4	2	
5	2	1	
6	2	1	
7	2	1	
8	2	1	
NON-COMPLIANT CONTRIBUTOR	0	0	

Table 2

10 points of Specific goals, will be allocated based on a geographical area of a bidder as follows,

GEOGRAPHICAL AREA OF A BIDDER	NUMBER OF POINTS FOR PREFERENCE	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
Within the boundaries of the Nala Municipality	10	- Official Municipal Rates Statement - Lease Agreement with Lessor's official Municipal Rates statement
Within the boundaries of Lejweleputswa District	6	
Within the boundaries of the Free State	4	
Outside of the boundaries of the Free State	2	

1. FORM OF INDEMNITY

INDEMNITY

Given _____ by _____ (Name _____ of _____ Company)

of _____ (registered _____ address _____ of _____ Company)

_____ a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor/bidder), represented herein by (Name of Representative)

_____ in _____ his _____ capacity _____ as _____ (Designation)

_____ of the Contractor/bidder, is duly authorized hereto by a resolution dated _____ to sign on behalf of the bidder.

WHEREAS the Contractor has entered into a Contract dated _____ with the Municipality who require this indemnity from the Contractor/bidder.

NOW THEREFORE THIS DEED WITNESSES that the Contractor/bidder does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor/bidder in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor/bidder binds itself according to law.

SIGNATURE OF BIDDER

SIGNED AT (PLACE)

NAME OF THE OF BIDDER

DATE

2. SERVICES REQUIREMENTS

1. Purpose

- 1.1. To invite bidders for supply, delivery and maintenance of an electronic traffic surveillance and contravention management system. This includes a fully integrated speed enforcement system, automatic number plate recognition system, front and back systems for a period of three years (36 Months).

Background

1.2 The Nala Local municipality would like to procure the services of service provider supply, delivery and maintenance of an electronic traffic surveillance and contravention management system. This includes a fully integrated speed enforcement system, automatic number plate recognition system, front and back systems for a period of three years (36 Months)..

2. Objective

In awarding this proposal, the Nala Local Municipality expects to, at minimum, achieve the following objective:

- Be in a possession of electronic traffic surveillance and contravention management system. This includes a fully integrated speed enforcement system, automatic number plate recognition system, front and back systems for a period of three years (36 Months).

3. Bid requirements

- 3.1. No bid will be accepted from a person in the service of the state and the municipality reserves the right to accept or reject any bid or part thereof.
- 3.2. Nala Local Municipality will not be responsible for any costs incurred by the bidders associated with the preparation of responses to the bid or tender and its submission to the municipality.

4. Validity of bids

- 4.1. Bids shall remain valid for a period of 90 (ninety) days after the closing date.

5. Contract period

- 5.1. This contract validity period is from the date of appointment until end of 36 months.

6. Evaluation of bids

- 6.1. Bids will first be evaluated by determining as to whether all the returnable documents have been submitted. Any bidder who fails to submit requested documents will be eliminated at this stage.
- 6.2. A bidder needs to score a minimum of points specified on functionality to proceed to the next stage. For the purpose of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information substantiating compliance to the evaluation criteria.
- 6.3. Only bidders who are found responsive in this stage will be considered further for evaluation based on Price and Specific goals.

7. Pricing

- 7.1. All amounts must be quoted in Rands and must include Value Added Tax where the tenderer is registered.

8. Payment schedule

- 8.1. Bidders should take note that the municipality will pay within 30 days after receiving the invoice.

3. FORM OF OFFER AND PRICING SCHEDULE

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **NLM/COM/005/2024-25: "THE SUPPLY, DELIVERY AND MAINTENANCE OF AN ELECTRONIC TRAFFIC SURVEILLANCE AND CONTRAVENTION MANAGEMENT SYSTEM. THIS INCLUDES A FULLY INTEGRATED SPEED ENFORCEMENT SYSTEM, AUTOMATIC NUMBER PLATE RECOGNITION SYSTEM, FRONT AND BACK SYSTEMS FOR A PERIOD OF THREE YEARS (36 Months)".**
- 1.2. All services shall be rendered upon receipt of the official order from the municipality or as per the signed contract/service level agreement. The municipality shall not be held liable for payment as a result of services rendered outside the ambit of this processes.
- 1.3. Document **MUST** be completed in non-erasable black ink and NO correction fluid/tape may be used.
- 1.4. Nala Local Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or part thereof, as it may deem expedient.
- 1.5. All prices shall be quoted in South African currency and be **INCLUSIVE** of VAT.
- 1.6. Should excessive increases occur, the successful bidder must inform the municipality in writing? The Municipality will then reserve the right to accept the increase and/ or to obtain other quotations.
- 1.7. The service provider shall furnish the municipality with an original detailed invoice.

2 General

2.1 PRICING SCHEDULE

BILLING WILL BE DONE AS PER PAID FINE!

R_____.

BIDDER'S PROPOSAL TO BE FILED ON THE NEXT PAGE

SIGNATURE(S) OF THE TENDER	
NAME(S) OF THE TENDERER	
SIGNATURE DATE	

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Employer under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

2. ACCEPTANCE

- 2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data.
- 2.2. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.3. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.4. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.
- 2.5. The Employer can enter into a separate service level agreement with the supplier for the purpose of executing this contract.

4. OCCUPATIONAL HEALTH AND SAFETY

SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

WRITTEN AGREEMENT

THIS IS IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

BETWEEN:

NALA LOCAL MUNICIPALITY

AND

(Mandatory: Name of the bidder)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A "mandatory" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of Nala Local Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honored at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of noncompliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

SIGNED – MANAGEMENT:

WRITTEN AGREEMENT

This is a written agreement between
Nala local municipality

And

(Name of the MANDATORY)

In terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____ representing the MANDATORY do hereby acknowledge that (*mandatory*) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY

PLACE

**PRINT
NAME**

CAPACITY

SIGNATURE

DATE

5. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

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.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" mean the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17.** "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.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "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. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. 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

7.3.2. a cashier's or certified cheque

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

8. Payment

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

8.2. 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.

8.3. Payments shall be made by the purchaser **no later than thirty (30)** days after submission of an **invoice, statement** or claim by the supplier.

8.4. Payment will be made in Rand unless otherwise stipulated.

9. Prices

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

10. Assignment

10.1. 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.

11. Subcontracts

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

12. Delays in the supplier's performance

- 12.1. 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.
- 12.2. 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.
- 12.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 12.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 12.5. 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.

13. Penalties

13.1. 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.

14. Termination for default

14.1. 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:

14.1.1. 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;

14.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

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

14.2. 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.

- 14.3. 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.
- 14.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 14.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 14.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 14.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 14.6.2. the date of commencement of the restriction
 - 14.6.3. the period of restriction; and
 - 14.6.4. 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.

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

Register must be open to the public. The Register can be perused on the National Treasury website.

15. Anti-dumping and countervailing duties and rights

15.1. When, after the date of bid, provisional payments are required, or antidumping 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.

16. Force Majeure

16.1. 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.

16.2. 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.

17. Termination for insolvency

17.1. 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.

18. Settlement of Disputes

18.1. 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.

18.2. 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.

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

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

18.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

19. Limitation of liability

19.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

19.1.1. 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

19.1.2. 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

20. Governing language

20.1. 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.

21. Applicable law

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

22. Notices

22.1. 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.

22.2. 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.

23. Taxes and duties

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

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

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

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

24. Transfer of contracts

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

25. Amendment of contracts

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

26. Prohibition of restrictive practices.

26.1. 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.

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

26.3. 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.



NALA LOCAL MUNICIPALITY

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NALA
LOCAL MUNICIPALITY

BID/TENDER NUMBER: _____

CLOSING DATE: _____

CLOSING TIME: _____

DESCRIPTION: _____

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

DEPOSITED IN THE BID BOX SITUATED AT:

Reception Area on the Ground Floor
Nala Local Municipality Offices
08 Preller Street,
Bothaville
9660

Bidders/Tenderers should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open from 07H30 till 16H00 from Monday till Friday excluding public Holidays.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS / TENDER DOCUMENTS
ISSUED BY THE MUNICIPALITY
(NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCCP) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

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

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

STREET ADDRESS: _____

TELEPHONE NUMBER: _____

CELLPHONE NUMBER: _____

FACSIMILE NUMBER: _____

VAT REGISTRATION NUMBER: _____

HAS A VALID SARS PIN BEEN ATTACHED (MBD 2)?

YES / NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?

YES / NO (IF YES ENCLOSE PROOF)

**SIGNATURE OF
BIDDER
CAPACITY / POSITION**

DATE

TOTAL BID PRICE	
------------------------	--

(THIS PRICE MUST BE THE SAME AS THE ONE INDICATED IN THE FORM OF OFFER. IF AMOUNTS ARE DIFFERENT, THE AMOUNT SHOWN IN THE FORM OF OFFER WILL BE CONSIDERED)	
--	--

TOTAL NUMBER OF ITEMS OFFERED	As per the required quantities
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ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND TECHNICAL INFORMATION MAY BE DIRECTED TO:

Municipality: Nala Local Municipality

Contact Person: Mr. M Malete

Tel: (056) 514 9200



Nala Local Municipality

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

1. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
2. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
7. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through their website www.sars.gov.za.



Nala Local Municipality

MBD 4

DECLARATION OF INTEREST

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

a. the bidder is employed by the state; and/or

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

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

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

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder², member):

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7. Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1. If yes, did you attach proof of such authority to the bid document?

YES / NO

(NOTE: FAILURE TO SUBMIT PROOF OF SUCH AUTHORITY, WHERE APPLICABLE, MAY RESULT IN THE DISQUALIFICATION OF THE BID).

2.7.2.1 If no, furnish reasons for non-submission of such proof:

2.8. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1. If so, furnish particulars:

2.9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

2.10. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.10.1. If so, furnish particulars.

2.11. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

2.11.1. If so, furnish particulars:

2. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

3. DECLARATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT and I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF THE BIDDER	
POSITION	
SIGNATURE	
DATE	



Nala Local Municipality

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the Municipality

- a.. The applicable preference point system for this tender is the 80/20 preference point system.
- b.. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

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

1.4 To be completed by the Municipality:

The maximum points for this tender are allocated as follows:

	MUNICIPALITY'S POINTS	MUNICIPALITY'S POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100

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

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

2. DEFINITIONS

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

3.2.1. POINTS AWARDED FOR PRICE

$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

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

10/5 Points of Specific goals, will be allocated based on B-BBEE status level of contributor in the following manner.

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)	NUMBER OF POINTS (90/10 SYSTEM)	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
1	10	5	SANAS Accredited BBBEE Certificate or Sworn Affidavit
2	8	4	
3	6	3	
4	4	2	
5	2	1	
6	2	1	
7	2	1	
8	2	1	
NON-COMPLIANT CONTRIBUTOR	0	0	

Table 2

10/5 points of Specific goals, will be allocated based on a geographical area of a bidder as follows,

GEOGRAPHICAL AREA OF A BIDDER	NUMBER OF POINTS FOR 80/20 PREFERENCE	NUMBER OF POINTS FOR 90/10 PREFERENCE	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
Within the boundaries of the Nala Municipality	10	5	• Official Municipal Rates Statement • Lease Agreement with Lessor's official Municipal Rates statement
Within the boundaries of Lejweleputswa District	6	3	
Within the boundaries of the Free State	4	2	
Outside of the boundaries of the Free State	2	1	

Specific goals for the tender and points claimed are indicated in the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system by referring to table 1 & 2 above.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
B-BBEE Status Level	10		5	
Locality	10		5	
Total	20		10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm.....

4.2. Company registration number:

4.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company

- ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



Nala Local Municipality

MUNICIPAL BIDDING DOCUMENT (MBD) 7.1

MBD 7.1

CONTRACT FORM - RENDERING OF SERVICES

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.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Nala Local Municipality** in accordance with the requirements and specifications stipulated in bid : **NLM/COM/005/2024-25: "THE SUPPLY, DELIVERY AND MAINTENANCE OF AN ELECTRONIC TRAFFIC SURVEILLANCE AND CONTRAVENTION MANAGEMENT SYSTEM. THIS INCLUDES A FULLY INTEGRATED SPEED ENFORCEMENT SYSTEM, AUTOMATIC NUMBER PLATE RECOGNITION SYSTEM, FRONT AND BACK SYSTEMS FOR A PERIOD OF THREE YEARS (36 Months)"** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Any other conditions entailed in this tender document
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 fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)	
CAPACITY	
NAME OF FIRM	
SIGNATURE	
DATE	
WITNESSES 1	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, _____ in my capacity as the Municipal Manager of Nala Local Municipality accept your bid under reference number **NLM/COM/005/2024-25: "THE SUPPLY, DELIVERY AND MAINTENANCE OF AN ELECTRONIC TRAFFIC SURVEILLANCE AND CONTRAVENTION MANAGEMENT SYSTEM. THIS INCLUDES A FULLY INTEGRATED SPEED ENFORCEMENT SYSTEM, AUTOMATIC NUMBER PLATE RECOGNITION SYSTEM, FRONT AND BACK SYSTEMS FOR A PERIOD OF THREE YEARS (36 Months)"** for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order (Service Level Agreement) indicating delivery instruction 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.
- 4.. I confirm that I am duly authorized to sign this contract.

SIGNED AT _____ ON _____ 2024

NAME (PRINT)	
SIGNATURE	
WITNESSES 1	



Nala Local Municipality

MUNICIPAL BIDDING DOCUMENT (MBD) 8

MBD 8

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
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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)?	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 ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

NAME OF BIDDER	
POSITION	
SIGNATURE	
DATE	



Nala Local Municipality

MUNICIPAL BIDDING DOCUMENT (MBD) 9

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ (¹ Includes price quotations, advertised competitive bids, limited bids and proposals) invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds (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. 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

NLM/COM/005/2024-25: “THE SUPPLY, DELIVERY AND MAINTENANCE OF AN ELECTRONIC TRAFFIC SURVEILLANCE AND CONTRAVENTION MANAGEMENT SYSTEM. THIS INCLUDES A FULLY INTEGRATED SPEED ENFORCEMENT SYSTEM, AUTOMATIC NUMBER PLATE RECOGNITION SYSTEM, FRONT AND BACK SYSTEMS FOR A PERIOD OF THREE YEARS (36 Months)” in response to the invitation for the bid made by Nala Local Municipality do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:

(Name of Bidder)

- i. I have read and I understand the contents of this Certificate;
- ii. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- iv. 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;

v. 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 (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*) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME OF BIDDER	
SIGNATURE	
POSITION	
DATE	

6. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE	
CAPACITY	
NAME (PRINT)	
NAME OF FIRM	
DATE	

