

TENDER DOCUMENT

TENDER NO SBM 48/20/21

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR THE PERIOD OF 1 JULY 2021 TILL 30 JUNE 2024.

CLOSING DATE: 18 June 2021

CLOSING TIME: 12H00

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
VREDENBURG
7380

A tender posted (at sender's risk) to THE MUNICIPAL MANAGER, SALDANHA BAY MUNICIPALITY, PRIVATE BAG X12, VREDENBURG, 7380 in good time so as to reach the Municipal Manager before the above-mentioned closing date, may be accepted on condition that it is placed in the TENDER box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such tenders are in fact lodged in the tender box.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT (*STREET ADDRESS*)

Buller/Investment Centre
15 Main Road
Ground Floor
VREDENBURG

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

TENDERER	
NAME OF TENDERER
ADDRESS
TEL NO

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EMAIL FOR CORRESPONDENCE
CSD DATABASE REG NO*

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

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Abri Adonis

Tel: 022 701 6922

Email: abri.adonis@sbm.gov.za

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

Contact Persons: Mr. G Swarts

Email address: gordon.swarts@sbm.gov.za

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CHECKLIST

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

PLEASE TICK BOX THE LEFT

- Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership
- Company registration forms
- Copies of the bidder and Executive Director’s municipal accounts or valid lease agreement
- Registration with professional body (If applicable)
- Samples Provided (If applicable)
- All relevant sections complete and signed, and all pages of tender document initialed by authorized signatory
- Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanhabay Municipality on behalf of the organization
Original or Certified copy of a valid BBBEE certificate
- Tax compliant status on Central Supplier Database

DECLARATION

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

Name	Signature	Date
Capacity		Name of Firm

Initial _____

INDEX

SECTION 1		PAGE
1.1	ADVERTISEMENT	5
1.2	TENDER CONDITIONS AND INFORMATION	6
1.3	GENERAL CONDITIONS OF CONTRACT	13
SECTION 2		
2.1	MBD 1: INVITATION TO BID	26
2.2	MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS	28
SECTION 3		
3.1	MBD 4: DECLARATION OF INTEREST	29
3.2	MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	32
3.3	MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	38
3.4	MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	41
SECTION 4		
4.1	SPECIAL CONDITIONS OF CONTRACT	45
4.2	CENTRAL SUPPLIER DATABASE	46
4.3	DETAILED SPECIFICATIONS	47
4.4	PRICE SCHEDULE	85
4.5	MBD 7.2 CONTRACT FORM	87
4.6	PRICE ADJUSTMENTS	89
4.7	OMMISSIONS, ALTERATIONS AND ADDITIONS	90
4.8	SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT	91
4.9	E-PORTAL DECLARATION	92
4.10	SUPPORTING DOCUMENTATION FROM TENDERER	93

SECTION 1.1 ADVERTISEMENT

MUNISIPALITEIT SALDANHABAAI TENDER SBM 48/20/21

BESKRYWING: AANSTELLING VAN N DIENSVERSKAFFER VIR DIE INSTALLERING, IMPLIMENTERING, OPERASIE, ONDERSTEUNING EN DIE ONDERHOUD VAN N GEVORDERDE VERKEERS OORTREDINGS BESTUURS SISTEEM MET INKOMSTEVERBETERING PROSESSE VIR DIE PERIODE 1 JULIE 2021 TOT 30 JUNIE 2024.

Tender dokumente is beskikbaar vir aflaai op die eTender publikasie webtuiste www.etenders.gov.za or www.sbm.gov.za op die "trending" skakel of kan alternatiewelik afgehaal word by Mnr. Christo De Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf **Maandag 31 Mei 2021. Indien tenders afgehaal word, moet 'n nie-terugbetaalbare tender deposito van R172.50 betaal word aan Saldanhabaai Munisipaliteit.**

Tegniese Navrae kan gerig word aan Mnr G Swarts
Epos : gordon.swarts@sbm.gov.za

Tenders moet in die tenderbus by die Buller/Beleggingsentrum, Grond Vloer, Hoofstraat 15, Vredenburg geplaas word voor **12:00 op Vrydag 18 Junie 2021** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

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

Die **80/20** voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygingsregulasies Nr. R32 van 20 Januarie 2017 (B-BBEE) sal in die beoordeling van hierdie tender gebruik word.

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

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
Munisipaliteit Saldanhabaai
Privaatsak X 12
VREDENBURG
7380

SALDANHA BAY MUNICIPALITY TENDER SBM 48/20/21

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR THE PERIOD OF 1 JULY 2021 TILL 30 JUNE 2024.

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za of www.sbm.gov.za on the trending link or alternatively can be collected from Mr. Christo De Bruyn, 15 Main Road, Buller / Investment Centre, Vredenburg from **Monday 31 May 2021. If tenders are collected, a non-refundable tender deposit of R172.50 is payable to Saldanha Bay Municipality.**

Technical Enquiries can be directed to Mr. G Swarts
Email: gordon.swarts@sbm.gov.za

Tenders must be placed in the tender box at the Buller/Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before **12:00 on Friday 18 June 2021** in a sealed envelope upon the outside whereof is clearly marked the above-mentioned tender number and description.

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

The **80/20** preference point system as contained in the Preferential Procurement Regulations No. R32 of 20 January 2017 (B-BBEE) will be used in the adjudication of this tender.

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

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

SECTION 1.2

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

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

1.2.2 Acceptance or Rejection of a Tender

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

1.2.3 Validity Period

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

1.2.4 Cost of Tender Documents

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

1.2.5 Registration on Accredited Supplier Database

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

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be

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initialed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

(e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.

(f) The bidder should verify regularly on E-tender whether there are any addendums before submission and addendums must be submitted with the tender document.

1.2.7 **Compulsory Documentation**

1.2.7.1 **Income Tax Clearance Certificate**

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

1.2.7.2 **Construction Industry Development Board (CIDB)**

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

1.2.7.3 **Municipal Rates, Taxes and Charges**

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

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

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1.2.8 Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

1.2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended both compulsory site or information meetings on the specified dates. The attendance registers must be signed for both dates at the Traffic Department.

1.2.10 Samples

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

1.2.11 Quantities of Specific Items

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

1.2.12 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be

- placed in the **tender box at the Buller/Investment Centre, Ground Floor, 15 Main Road, Vredenburg by not later than 12:00 on Friday 18 June 2021.**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.13 Expenses Incurred in Preparation of Tender

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

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1.2.14 Contact with Municipality after Tender Closure Date

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

1.2.15 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

1.2.16 Evaluation of Tenders

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

1.2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

1.2.18 Contract

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

1.2.19 Language of Contract

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

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1.2.20 Stamp and Other Duties

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

1.2.21 Wrong Information Furnished

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

1.2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Abri Adonis, Tel: 022 701 6922 or e-mail abri.adonis@sbm.gov.za. Enquiries regarding the specifications may be addressed to Gordon Swarts at gordon.swarts@sbm.gov.za.

1.2.23 Intellectual Property Ownership

The tenderer / Contractor agrees to tender and perform the mutually agreed services as stipulated in the tender and any amendments thereto on the basis that the Tenderer / Contractor (T/C) hereby assigns to SBM all rights, including, without implication, copyrights, patents, trademark rights, and any other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets. (i) Developed or created by the T/C, solely or jointly with others during the course of performing work for or on behalf of SBM. (ii) That the T/C conceives, develops, discovers or makes in whole or in part during the T/C employment by SBM that relate to the business of SBM.

If, notwithstanding the foregoing, the T/C for any reasons retains any right, title or interest in or relating to any Work Product, the T/C agrees promptly to assign, in writing and without any requirement of further consideration, all such right, title and interest to SBM. Upon request of SBM at any time during or after the Employment Period, the T/C will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to evidence, perfect, record or otherwise give full and proper effect to any assignments of rights under or pursuant to this tender. The T/C will promptly disclose to SBM any such work product in writing.

1.2.24 Waste Management

All tenderers need to ensure correct waste provisions are in place during the project period, and that the construction area is cleaned of all waste after completion to ensure that the environment is not polluted in any way.

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Waste should be disposed of at a registered Landfill Site or Municipal drop off facility, documented proof (safe disposal certificates) need to be submitted before final payment will be processed. Contractors should make use of skips or any other temporary containers to store their waste during the construction process to avoid windblown litter and to comply with Municipal Regulations. All technical departments/ project managers/ consultants appointed by Saldanha Bay Municipality should make waste management a compulsory item to discuss and monitor during construction meetings. The Municipality will enforce severe penalties if adequate waste provisions are not in place during construction period or if waste is not disposed of in a legal manner during or after construction period, please refer to below sections of the Municipal By-laws:

Section 21 (1): Plans and inspections: “An owner or occupier or any person responsible for the submission of building plans for a new building or an alteration to an existing building must include therein the manner in which building waste will be handled.”

Section 21 (2): “An authorised official of the Municipality must inspect and verify that the waste arrangements contemplated in subsection (1) were followed and all building waste disposed of as part of the final municipal sign-off of the building activities.”

Section 22 (1): Generation and Storage: “Notwithstanding the waste arrangements contemplated in section 21, the owner or occupier of premises on which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that-

- (a) All building waste and the containers used for the storage thereof is kept on
 - the premises on which the building waste is generated;
- (b) The premises on which the building waste is generated does not become
 - Unightly or cause a nuisance as a result of accumulated building waste;
- (c) Any building waste which is blown off the premises, is promptly retrieved.”

Section 22 (2): “Upon written request and subject to conditions as it may determine the municipality may approve the use of a bulk container placed on verge for a specified duration.”

Section 22 (3): “The Municipality may instruct an owner or occupier of premises on which building waste is generated or person engaged in any activity which causes such waste to be generated to make use of special containers to dispose of it and will determine a tariff for the use of such containers should these be provided by the Municipality.”

Section 23 (1): Removal and Disposal: “The owner or occupier of premises on
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which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that all building waste is removed and disposed of continuously during construction so as to prevent unnecessary accumulation of such waste.”

Section 23 (2): “Building waste must be disposed of at a waste handling or waste disposal facility determined by the Municipality.”

Please ensure compliance to all regulations and by-laws of Saldanha Bay Municipality.

1..25 Submission of Invoices:

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

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

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

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

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

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

PRINT NAME

SIGNATURE

DATE

Initial_____

SECTION 1.3

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires,

Initial _____

floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

Initial _____

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the

Initial _____

- performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who

Initial _____

shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

Initial _____

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

Initial _____

goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all Initial_____

subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime

Initial _____

interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction

Initial _____

- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations

Initial _____

under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

Initial _____

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

Initial _____

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Initial _____

SECTION 2.1

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: **SBM 48/20/20** CLOSING DATE: **18 June 2021** CLOSING TIME: **12:00**

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR PERIOD OF 1 JULY 2021 TILL 30 JUNE 2024.

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7.2).

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
Vredenburg
Western Cape
7380

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Buller/Investment Centre
Ground Floor
15 Main Road
VREDENBURG

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

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

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

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

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

Initial _____

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

EMAIL

VAT REGISTRATION NUMBER

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)?
YES / NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / AFFIDAVIT BEEN
SUBMITTED? (MBD 6.1)
YES / NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT
(CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION
SYSTEM (SANAS); OR.....

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN
ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS
/ SERVICES OFFERED BY YOU? YES / NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER
.....

DATE
.....

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

TOTAL BID PRICE TOTAL NUMBER OF ITEMS
OFFERED.....
(IF APPLICABLE) (IF APPLICABLE)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Abri Adonis

Tel: 022 701 6922

Fax: 022 714 1028

E-mail address: abri.adonis@sbm.gov.za

Initial _____

SECTION 2.2**MBD 2****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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.

1. In order to meet these requirement bidders are required to complete in full the attached 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.
- 2 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.
- 3 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each part must submit a separate Tax Clearance Certificate.
- 4 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.
- 5 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 the website www.sars.gov.za.

Initial _____

SECTION 3.1

MBD 4

DECLARATION OF INTEREST

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

3.1 Full Name of bidder or his or her representative.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholder’s members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

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

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

Initial _____

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

3.10.1 If yes, furnish particulars.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....
.....

3.12 Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.
.....
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.
.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:
.....

Initial_____

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Initial _____

SECTION 3.2**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax,

Initial _____

- unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
 - (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
 - (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
 - (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
 - (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
 - (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
 - (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
 - (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
 - (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
 - (l) **“non-firm prices”** means all prices other than “firm” prices;
 - (m) **“person”** includes a juristic person;
 - (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
 - (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
 - (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
 - (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes

Initial _____

of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- (r) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18

Initial _____

3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

Initial _____

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be sub-contracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

Initial_____

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....

Initial_____

SECTION 3.3

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
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Initial _____

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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

Initial _____

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	---------------------------------	--------------------------------

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

Director 1 Address:

Mr. / Mrs _____

Director 2 Address:

Mr. / Mrs _____

Director 3 Address:

Mr. / Mrs _____

Director 4 Address:

Mr. / Mrs _____

Director 5 Address:

Mr. / Mrs _____

Director 6 Address:

Mr. / Mrs _____

Director 7 Address:

Mr. / Mrs _____

Director 8 Address:

Mr. / Mrs _____

Director 9 Address:

Mr. / Mrs _____

Director 10 Address:

Mr. / Mrs _____

Director 11 Address:

Mr. / Mrs _____

Director 12 Address:

Mr. / Mrs _____

Initial _____

SECTION 3.4**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 9) must be completed and submitted with the bid:

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

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

Initial _____

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

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

Initial _____

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Initial _____

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Initial _____

SECTION 4.1**SPECIAL CONDITIONS OF CONTRACT**

1. Only firm prices will be accepted. Non-Firm prices (Including prices subject to rates of exchange variations) will not be considered. Fix escalation % must be clearly stated for the term of the contract. If no escalation is indicated, no escalation will be allowed (In other words 0% escalation for the three years).
2. All cost must be clearly identified in your pricing schedule, no additional cost will be allowed.
3. Estimates quantities used in the pricing schedule is for evaluation purposes only and may vary.
4. The successful service provider will have to sign a service level agreement with the municipality before any service can commence.

Initial_____

SECTION 4.2

Central Supplier Database (CSD)

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, from 01 July 2016 the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

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

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

Enquiries can be made to Mr. S. Macetyana or Mr. A. Adonis at 022-701 6824.

CSD registration number (if registered):

Initial_____

SECTION 4.3

DETAILED SPECIFICATIONS AND COMPLIANCE STATEMENTS

TERMS OF REFERENCE

4.3.1 BACKGROUND

- 4.3.1.1 Saldanha Bay Municipality intends to appoint an experienced service provider for the installation, implementation, operation, support and maintenance of an advance traffic contravention management system with revenue enhancement processes for a period of 36 months (01 July 2021 – 30 June 2024). The system must also have included an Accident and Vehicle impoundment module.
- 4.3.1.2 The contract is envisaged to commence on 01 July 2021 and will expire 30 June 2024. The tenderer will be expected to commence preparatory work as soon as the contract is awarded and all needs (installation configuration) to be completed before date of commencement.

4.3.1.3 TECHNICAL SPECIFICATIONS OF REQUEST FOR PROPOSAL

The contractor MUST comply with the following requirements:

- 4.3.1.3.1 Establish a Local Traffic Contravention Management System services inclusive for the processing of all camera generated and handwritten traffic fines (Sec 56, Sec 54 and 341's of the Criminal Procedures Act, Act 51 of 1977) and all By-Law fines taken from the commencement date of the contract. This will encompass the full life cycle of a fine from the initial capturing of the offence, through all the legal processes which includes summons serving and court processes, up to the stage where the fine is ultimately finalized;
- 4.3.1.3.2 Interface the contractor system with the Municipality's cash receipt systems and with the systems of its third-party payment agent (Easy Pay) to allow the validation of infringements and the taking of infringement payments via these systems. The contractor must host a website where details of infringements and associated images can be viewed and paid via electronic payment method directly to the merchant bank account of the Saldanha Municipality. The contractor must establish interfaces to the systems of the Municipality's third-party payment agents for the hosting of details and images on their websites.
- 4.3.1.3.3 Maintain and or replace equipment installed in five (5) Traffic Vehicles equipped with Automatic Number Plate Recognition (ANPR) technology capable of identifying vehicles with outstanding infringements, summonses,

false number plates, and warrant of arrests for the duration of the contract. Establish and maintain a single link with a third-party supplier which consists of databases for vehicles of interest. This link must be a live, real-time link with a constant return time less than one (1) second. The contractor will be responsible for the monthly operating cost for these links.

4.3.1.4 **RESPONSIBILITIES**

The contractor must:

- 4.3.1.4.1 Perform all its duties under the supervision of the Saldanha Municipality and in strict compliance with any instruction received either verbal or in writing from an authorized representative of the Municipality.
- 4.3.1.4.2 Be able to interface their software with the current software and be able to supply hardware when required.
- 4.3.1.4.3 Appoint a suitable person with overall accountability to administer and execute all aspects of the contract and to serve as primary liaison between Saldanha Municipality and the contractor on an incessant basis. Subsequently, the logged calls by the Saldanha Municipality to the contractor will have to be resolved within three (3) working days.
- 4.3.1.4.4 Acknowledge that Saldanha Municipality retains ownership of the contents of the contractor system's database, including all the images and offence details in respect of each offender taken during the contract period and make available to Saldanha Municipality on request any data or images that may be required for any purpose whatsoever and in the format as requested at no cost to the Municipality.
- 4.3.1.4.5 Acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfil their obligations in terms of the contract, the parties agree to re-negotiate the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of Saldanha Municipality, the only reasonable option is to terminate all or part of the contract, Saldanha Municipality may unilaterally do so after giving the contractor one month written notice.
- 4.3.1.4.6 Commence preparatory work as soon as the contract is awarded. This includes but not limited to securing of suitable premises, setting up of the service center, setting up of hardware and software systems, configuring the systems, appointment and training of staff, delivery and setting up of camera systems, preparing for data migration (if applicable) and any other preparatory work that can practically be performed before the commencement date;

Initial _____

4.3.1.5 **DIGITAL SPEED ENFORCEMENT CAMERA COMPLIANCE**

The contractor must for purposes of the agreement, as and when directed by Saldanha Municipality, supply and install;

Camera systems to record speed and if requires red-light violations;

4.3.1.5.1 All digital Speed violation cameras MUST as a minimum:

- 4.3.1.5.1.1 be able to generate traffic offences for those vehicles exceeding the speed limit as a stand-alone camera.
- 4.3.1.5.1.2 be able to measure the average speed of vehicles travelling between two points on a stretch of roadway. (Average Speed Over Distance)
- 4.3.1.5.1.3 capable of covering multiple lanes (minimum of four) between two points on a particular stretch of roadway.
- 4.3.1.5.1.4 have an on board active intelligent vehicle scanning system with real-time view of scanned vehicles, the ANPR confidence level and the reason for scanning must be displayed on the image. The Intelligent Vehicle Scanning System must actively in real-time collect all number plate data passing cameras mentioned in clause 4.3.1.5, collected and collated in the back-office including ANPR confidence levels, where ANPR screening is mandatory with an 80% level at a distance of 60m and 95% at a distance below 60m.
- 4.3.1.5.1.5 be capable of detecting vehicles that are sought for outstanding warrants of arrest, false number plates, stolen vehicles, expired license discs and the like through an on-board ANPR system by connecting to appropriate databases in real time. A link MUST be established to all cameras as per this tender inclusive of ANPR vehicles and connected to a digital monitoring system in an office as determined by the Manager Traffic Services. The images send to the digital monitoring system must be seamless and in full colour identical to the picture taken for the offence.
- 4.3.1.5.1.6 be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP) and any requirements of the Directorate of Public Prosecutions in the Western Cape.

Initial_____

- 4.3.1.5.1.7 be incorporated with a tamper detector which in the event of tampering will send a SMS to a dedicated cell phone/s in the event of vandalism.
- 4.3.1.5.2 As a minimum, the semi fixed, and mobile digital camera systems MUST be compliant with the following:
 - 4.3.1.5.2.1 SANS 1795, including Part 5 “Data capturing and recording devices for road traffic law enforcement equipment”.
 - 4.3.1.5.2.2 Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP)
 - 4.3.1.5.2.3 Written approval of the Director Public Prosecutions: Cape of Good Hope.
 - 4.3.1.5.2.4 Approval of the Manager: Public Safety of Saldanha Municipality and or a duly authorized employee of the Municipality in terms of the System of Delegations.
 - 4.3.1.5.2.5 Be able to operate 100% in temperatures between – 10°C and 60°C measured inside the housing of the digital camera.
 - 4.3.1.5.2.6 All cameras must be equipped with a passive (infra-red) and /or active illumination for enhanced night-time operation and must be able to function accurately in terms of all relevant guidelines (i.e. TCSP guidelines) during absolute dark circumstances.
 - 4.3.1.5.2.7 The camera systems shall produce evidence of each offence in full compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information including any amendments during contract period that shall be deemed necessary.
 - 4.3.1.5.2.8 All cameras must be incorporated with a camera sensor size of a minimum of 4/3 inches or better with an on-board video base system rendering as a minimum 6 seconds of footage per violation.
 - 4.3.1.5.2.9 All cameras must be incorporated with a video-based system. The system must allow the end user to switch to live feed by selecting the function for real-time surveillance,
 - 4.3.1.5.2.10 Provide a full colour image of the offence showing a wide angled context of the offence as well as all relevant details of the offending vehicle.

Initial_____

- 4.3.1.5.2.11 Evidence produced shall be tamper proof and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free.
 - 4.3.1.5.2.12 Fixed and or semi fixed camera systems shall provide for multiple lane speed and red-light violation enforcement.
 - 4.3.1.5.2.13 Fixed and or semi fixed camera systems shall be fully protected against vandalism.
 - 4.3.1.5.2.14 Fixed and semi fixed camera systems shall allow for quick and easy rotation between sites by one person and user-friendly set-up procedures with a 10.1-inch Electronic Smart Phone Device working on an encrypted web-based user interface.
 - 4.3.1.5.2.15 Fixed and semi fixed camera systems shall incorporate a power source allowing continued camera operation for a minimum of 4 (four) hours during power outages.
 - 4.3.1.5.2.16 Mobile camera and semi-permanent camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user-friendly set-up procedures.
 - 4.3.1.5.2.17 Mobile camera systems shall have enough battery capacity to allow operation during an entire shift (eight hours) without recharging.
 - 4.3.1.5.2.18 All camera systems MUST automatically record and store statistics including but not limited to, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times, the 85th percentile and duration of operations.
 - 4.3.1.5.2.19 MUST be able to download the statistics to Pdf and or Microsoft Office formats.
- 4.3.1.6 The Municipality requires a traffic contravention system for the processing of all camera generated, handwritten traffic fines, by-law offences and handheld electronic devices fines (Sec 56 and 341"s). This will encompass the full life-cycle of a traffic fines and by-law offences from the initial capturing of the offence, through all the legal processes which includes summons serving and court processes, up to the stage where the fine is ultimately finalized (summons paid, warrant of arrest paid or warrant of arrest expired)
- 4.3.1.7 The Municipality also requires one Average Speed over Distance (ASOD) enforcement system.
- 4.3.1.8 All prospective Bidders will be obliged to Sign an SLA (Service Level Agreement) to dictate the conditions of services, the SLA agreement may not contradict any conditions as stated in the tender document.

Initial_____

- 4.3.1.9 The Tenderer will have to prove to the satisfaction of the Municipality that its systems and infrastructure has the capacity to process at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes. (this will be done by checking with Municipalities that the Tenderer have worked with, and measures will be in place that will monitor the Tenderer through the duration of the contract with the option to terminate)
- 4.3.1.10 The Tenderer will be expected to enable the processing of all new cases taken from the commencement date of the contract. The un-finalized fines in the previous system will remain the responsibility of the previous Tenderer to finalise. The previous system and the new Tenderer system will work in parallel during the time it takes for the previous system to finalise.
- 4.3.1.11 The Municipality requires interfacing of the Tenderer system with the Municipality's cash receipt system and with the systems of its third-party payment agents to allow the validation of fines and the taking of fine payments via these systems. The Tenderer will also be expected to host a website where details of fines and associated images can be viewed. The Tenderer also needs to establish interfaces to the systems of the Municipality's third-party payment agents for the hosting of such details and images on their websites.

4.3.2 **PATROL VEHICLES**

- 4.3.2.1 The Municipality request the Tenderer to maintain or replace and install the ANPR equipment to 5 (five) identified patrol vehicles owned by the Municipality on the Tenderers cost.
- 4.3.2.2 Capability of the ANPR equipment, is equipped with on-board ANPR cameras and detection systems hardware:

The ANPR vehicle is:

- a) Equipped with a suitable printer capable of immediate production and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports;
- b) Equipped with on-board ANPR cameras and detection systems hardware:
 - i. capable of being operated whilst driving the patrol vehicle;
 - ii. capable of scanning passing, parked or approaching vehicles to the left, to the right and to the front of the patrol vehicle;
 - iii. have no on-board databases, but is capable of detecting vehicles with outstanding warrants of arrest, false number plates and expired license disc or any other information for which the vehicles may be sought, by wirelessly linking to appropriate back-end databases in real time;

Initial_____

- iv. capable of instantaneously alerting system operators whenever a vehicle that is sought for any reason is detected by emitting an audible tone and displaying a message alert;
 - v. capable of recording a colour overview image of each vehicle read;
 - vi. be capable of connecting wirelessly to the contractor system for the purpose of making online enquiries on outstanding offences against a vehicle or person.
- c) The contractor MUST supply, install and maintain software/ hardware on the ANPR system that is capable of:
- i. scanning passing, parked or approaching vehicles to the left, to the right and to the front of the patrol vehicle;
 - ii. detecting vehicles with outstanding warrants of arrest, false number plates, expired license disc or any other information for which the vehicles may be sought, by wirelessly linking to appropriate back-end databases in real time;
 - iii. instantaneously alerting system operators whenever a vehicle that is sought for any reason is detected by emitting an audible tone and displaying a message alert;
 - iv. recording a colour overview image of each vehicle read;
 - v. connecting wirelessly to the contractor system for the purpose of making online enquiries on outstanding offences against a vehicle or person;
 - vi. connecting to the wireless network with a return time less than a second on a secured environment;
 - vii. automatic as well as manual enquiries via a keyboard for both registration number and ID number;
 - viii. producing daily statistics including, vehicles scanned, vehicles positively matched against various databases, action taken by officers.

4.3.2.3 The contractor MUST do an initial need analysis of the existing hardware and software installed in the vehicle to determine capability for the requirements of this tender.

Supply the Municipality with one portable system capable of remote access to the Tenderer contravention system, Natis, SAPS, or any other data base required by the Municipality. The portable system should be capable of accessing the required databases on a wireless, live and real time basis. A printer should form part of the portable system for producing copies of scanned warrants of arrest. All Telecommunication cost needed for abovementioned devices must be included in the Tenderer's cost. The Municipality network will not be utilized for the devices

Initial_____

4.3.2.4 **ELECTRONIC NOTICE PRINTER (SECTION 341 AND SECTION 56) (HANDHELD DEVICES)**

The contractor must for purposes of the agreement, supply and maintain on the demand of the Municipality

- a. Electronic Section 341 and 56 printers (Handheld devices) capable of:
 - i. integration with the contractor's Identity Server and or Natis to retrieve infringer latest personal and address information in real time,
 - ii. integration with the Local Contravention Management System (LCMS) for issuance of court dates, charge codes, and ticket sequence numbers,
 - iii. immediate upload of all infringement and associated evidence to the LCMS,
 - iv. scanning South African barcode Driver License,
 - v. scanning South African barcode Vehicle License,
 - vi. integration with all speed law enforcement cameras for purposes of manual Speed law enforcement,
 - vii. be operated an included with a Stylus for easy operation and infringer digital signature

- b. The Electronic Notice Printer must as a minimum be:
 - i. a rugged handheld device with no cables, build in rechargeable battery with a duty cycle of one shift (8 hours) or more,
 - ii. a wizard type Graphic user interface,
 - iii. able to track officer movement via GPS in real time with an accuracy of 10 meters,
 - iv. user friendly and be subjected to full auditing,
 - v. able to take and store unlimited photographic evidence for a minimum of 24 (twenty-four) hours stored on a build in storage device,
 - vi. able to take and store unlimited voice evidence for a minimum of 24 (twenty-four) hours stored on a build in storage device,
 - vii. able to deliver GPS co-ordinates of the infringement location and forward Geocoding using Google API (application program interface),
 - viii. able to print notices immediately with an appropriate till slip type printer,
 - ix. able to automatically integrate with the contractor's fine recovery center,
 - x. able to have a data base of all outstanding Section 341, 54, 56 and Warrant of Arrests on hand for immediate display on the road when Driver's License and or Vehicle License is scanned by an officer,
 - xi. able to display a crystal clear colour image of all relevant information,

Initial_____

4.3.2.5 The contractor will be expected to draft and supply all relevant paperwork to generate a prosecutable document as directed by an authorized person the Electronic Notice Printer at no cost to the Saldanha Municipality. This document MUST be approved by the various Magistrate areas, Traffic Manager and or the Municipal Project Manager before utilization.

4.3.3 **ROADBLOCK SUPPORT VEHICLE'S**

The Municipality request the Tenderer to maintain or replace the equipment to an identified vehicle owned by the Municipality which will be utilized as a roadblock support vehicle.

The roadblock support vehicle owned by the Municipality is equipped with on-board ANPR cameras and detection systems hardware:

- a) Capable of detecting vehicles with outstanding warrants of arrest, false number plates or any other information for which the vehicles may be sought, by wirelessly linking to appropriate back-end databases in real time.
- b) Capable of instantaneously alerting system operators whenever a vehicle that is sought for any reason is detected by emitting an audible tone and displaying a message alert.
- c) Capable of recording a colour overview image of each vehicle read.
- d) Equipped with a suitable printer capable of immediate production and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports.

The contractor MUST supply, install and or maintain the following software/ hardware on the ANPR system:

- a) The contractor MUST do an initial need analysis of the existing hardware and software installed in the vehicles to determine capability for the requirements of this tender;
- b) Supply and maintain equipment necessary for conducting of efficient roadblocks, including but not limited to portable computers, printers, scanners, utensils for securely transporting cash and fax facilities with a drop down safe.

4.3.3.1 The Municipality further needs one (1) portable unit capable of remotely connecting to the Tenderer system and producing copies of warrants of arrests at the roadside.

4.3.3.2 The Tenderer shall be liable to ensure that all the equipment is sufficiently insured, and proof thereof should be provided to the Municipality on a quarterly basis.

Initial_____

4.3.4 **HARDWARE, SOFTWARE AND NETWORKING:**

The contractor must:

- 4.3.4.1 provide and operate a contractor system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977). The system must be web based with a Microsoft SQL or Oracle back end;
- 4.3.4.2 provide and operate a contractor system software package developed for the collection of revenue for Pound facilities;
- 4.3.4.3 provide sufficient hardware in the service center in order to meet its obligations in terms of this agreement and to operate the contractor system at optimal efficiency including but not limited to desktops, monitors, printers, scanners, fax machines and the like. As a minimum each Administrative Clerk must have a Desktop, 24" LED LCD Monitor, wireless keyboard and mouse and a printer capable of printing, scanning and copying;
- 4.3.4.4 at its own cost, establish and maintain data communication links to the Saldanha Municipality's Local Area Network in order to allow up to Five (5) of the Municipality's remote workstations to operate on the contractor system;
- 4.3.4.5 ensure that the hardware supplied by the contractor will have sufficient capacity to allow for all the Saldanha Municipality's remote users connected to the contractor system to work simultaneously and at optimal efficiency;
- 4.3.4.6 ensure that the hardware and software is upgraded as new programs and or hardware develops during the term of the contract at the cost of Saldanha Municipality;
- 4.3.4.7 provide software licenses to Saldanha Municipality in respect of all the contractor software for the operation of the Municipality's own workstations linked to the contractor system;
- 4.3.4.8 provide an on-going program of training for the Client's users of the contractor system to ensure that all users are adequately trained to perform their respective functions on the system;
- 4.3.4.9 provide Saldanha Municipality with user manuals for all the contractor systems;
- 4.3.4.10 provide proof to the satisfaction of Saldanha Municipality that the contractor system has the capacity of processing no less than the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes;
- 4.3.4.11 provide proficient information and communication technical support based in the Cape Metropolitan area to ensure that the contractor system continues to perform optimally, that any technical hardware, software or networking problems are resolved

Initial_____

instantaneously and that enhancements to the contractor system that may be required by Saldanha Municipality are implemented without delay;

- 4.3.4.12 provide proficient information and communication technical support based in the Cape Metropolitan area to ensure that the contractor system continues to perform optimally with regards to all cashier functions which include any 3rd party payment and or web-based payments, receiving revenue generated is a direct result of this contract.

4.3.5 **FUNCTIONS TO BE PERFORMED BY THE CONTRACTOR:**

The contractor must:

- 4.3.5.1 automatically update the contractor system by importing offence records from speed cameras as per clause 4.3.1.5 and Electronic Notice Printers as per clause 4.3.2.4 related offences;
- 4.3.5.2 provide high speed document scanning equipment at the Traffic Department to facilitate scanning of documents and electronic transmission of the scanned images for data capturing from the images through the use of a document management system. This system is to be used primarily for handwritten fines that are handed in by officers, but could also be used for other documents as agreed between the contractor and Saldanha Municipality;
- 4.3.5.3 Provide high speed document scanning equipment at the Saldanha Municipal office to facilitate scanning of Warrant of Arrests, Sec 56, Sec 341, Representations handed in by the public and or any other relevant documentation to be used in roadblocks by remotely linking to the Contractors main office and printing in real time;
- 4.3.5.4 Capture the data related to the following within 5 working days following the day that it was received by an authorized person of the Saldanha Municipality:
- 4.3.5.4.1 Section 341 notices issued
 - 4.3.5.4.2 Section 56 notices issued
 - 4.3.5.4.3 By – law offences
 - 4.3.5.4.4 Representations received from offenders
 - 4.3.5.4.5 Representation results
 - 4.3.5.4.6 Court results
 - 4.3.5.4.7 Authorization of Warrant of Arrest
 - 4.3.5.4.8 Name and address changes
 - 4.3.5.4.9 Change of offender detail
 - 4.3.5.4.10 Return of Service of summonses
 - 4.3.5.4.11 Execution of Warrant of Arrest

Initial_____

- 4.3.5.5 establish an interface with the NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the contractor system accordingly;
- 4.3.5.6 establish an interface with the NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the NaTIS system;
- 4.3.5.7 generate, print and process the following documents, provide postage and ensure the mailing thereof from a postal service provider located in the Cape Metropolitan area:
 - 4.3.5.7.1 Section 341 notices (camera mailers) within 30 days of offence date;
 - 4.3.5.7.2 Notification of No Admission of Guilt Offences within 30 days of offence date;
 - 4.3.5.7.3 Notification of Red-Light Violation offences within 30 days of offence date;
 - 4.3.5.7.4 Notice Before Summons (2nd notice);
 - 4.3.5.7.5 Warrant of Arrest notices;
 - 4.3.5.7.6 Representation acknowledgement letters;
 - 4.3.5.7.7 Representation result letters;
 - 4.3.5.7.8 General letters;
 - 4.3.5.7.9 Any other documentation required for the successful operation of the Saldanha Municipal office.
- 4.3.5.8 ensure that the layout, design and content of any documentation produced by the contractor system and or the contractor sent out to the general public or the Courts are approved in writing by the Traffic Manager of Saldanha Municipality before being printed;
- 4.3.5.9 include a full colour image with all relevant information of the offence on Section 341 notices printed in respect of camera related offences;
- 4.3.5.10 include two full colour images (first one before the Stop line and the second one where the vehicle is in the intersection) and all relevant offence details as required by the TCSP on Section 341 notices printed in respect of Red-Light Violations;
- 4.3.5.11 generate, print and process the following Court related documentation per Court
 - 4.3.5.11.1 Section 54 Summonses;
 - 4.3.5.11.2 Court Rolls;
 - 4.3.5.11.3 Section 341 Control Register;
 - 4.3.5.11.4 Section 56 Control Register;
 - 4.3.5.11.5 Section 54 Control Register;

Initial_____

- 4.3.5.11.6 Section 341 Spot Fine Register;
 - 4.3.5.11.7 Pro forma Section 341 spot fines to accompany the Spot Fine Register;
 - 4.3.5.11.8 Admission of Guilt Register;
 - 4.3.5.11.9 Contempt of Court Register;
 - 4.3.5.11.10 Warrants of Arrest including “double contempt” warrants of arrest and “bench” warrants of arrest;
 - 4.3.5.11.11 Warrant of Arrest Register;
 - 4.3.5.11.12 Any other Court related documentation that may be required by the Courts or Saldanha Municipality
- 4.3.5.12 ensure that general housekeeping procedures are established and performed in respect of the contractor system including, but not limited to the following:
- 4.3.5.12.1 Create a daily backup of all data and images captured on the contractor system to be made available to Saldanha Municipality on request at no cost to the Municipality;
 - 4.3.5.12.2 Create a daily full system backup and ensure that it is stored at a secure off-site location as agreed by Saldanha Municipality and to be made available to the Municipality on request at no cost to the Municipality;
 - 4.3.5.12.3 Perform system administrator duties such as registering users on the system and assigning user rights;
 - 4.3.5.12.4 Perform regular, scheduled history runs to remove expired data from the system.
- 4.3.5.13 ensure that the contractor system is fully auditable and able to produce reports and screen logs of all activities on the system for each offence, including the time and date of the event, user, activity details, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user;
- 4.3.5.14 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;
- 4.3.5.15 under no circumstances accept money on behalf of Saldanha Municipality except for electronic payments or when requested by the Saldanha Municipality;
- 4.3.5.16 under no circumstances deal directly with the public, the courts or the Directorate of Public Prosecutions, except when authorized by the Municipality.

Initial_____

4.3.6 **PAYMENT FACILITIES**

The contractor must:

- 4.3.6.1 ensure that the contractor system is adapted to interface directly with Saldanha Municipality's cash receipting system, as well as the systems of any of the Municipality's third party payment agents to allow payment of fines after electronic validation of the fine on the contractor system and electronic updating of the contractor system with fine payments taken;
- 4.3.6.2 ensure that the contractor system is adapted to interface directly with the systems of any of Saldanha Municipality's third party payment agents to allow the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines after validation of the fine payments on the contractor system, electronic updating of the contractor system with fine payments so taken;
- 4.3.6.3 ensure that the adaptation of the contractor system as specified above is commenced immediately upon awarding of the contract and is carried out in close cooperation with the Municipality and within the timeframes agreed to by the Municipality for implementation upon commencement of the contract;
- 4.3.6.4 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 as well as on-line payment of fines. Prospective bidders will have to demonstrate to the Municipality that they have successfully implemented this capability at other Municipalities;
- 4.3.6.5 The contractor system (software application) must comply with the Municipal Regulation on the Standard Chart of Accounts (mSCOA) system and process requirements, as gazetted on 22 April 2014. The contractor is specifically referred to, in addition to the mSCOA and related mSCOA documents, to MFMA Circular 80 and Annexure B to MFMA Circular 80 for the specific system specifications as contemplated by National Treasury. The cost that may be required for the tenderer's system to be mSCOA compliant will be for the account of the contractor."

4.3.7 **OFFENDER TRACING AND CALL CENTRE COMPLIANCE**

The contractor must:

- 4.3.7.1 establish and operate an outbound call center which shall be utilized to perform the following functions:
 - 4.3.7.1.1 Trace offenders with inaccurate address details;
 - 4.3.7.1.2 Update contractor system with change of offender details;
 - 4.3.7.1.3 Remind offenders of upcoming court dates via SMS and or email portals;

Initial_____

4.3.7.1.4 Notify offenders of warrants of arrest authorized via SMS and or email portals;

4.3.7.1.5 Any other activity that may be necessary to assist or trace offenders.

4.3.7.2 take effective steps to ensure that call center employees conduct the various types of telephone calls to offenders in accordance with scripts approved by Saldanha Municipality;

4.3.7.3 ensure that the Saldanha Municipality approves the content of any SMS's, letters, notices or other communication sent or delivered to offenders;

4.3.7.4 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;

4.3.7.5 create and maintain an offender database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained;

4.3.7.6 utilize the confirmed particulars in the offender database in the first instance for the production of notices and summonses;

4.3.7.7 ensure that the contractor system has the facility to produce reports detailing conflicts between the information captured and the information received from the NaTIS system;

4.3.7.8 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;

4.3.7.9 provide reports to Saldanha Municipality giving details of vehicles using false number plates at the end of each calendar month or as directed by the Saldanha Municipality.

4.3.8 **GENERAL INFORMATION TO BE SUPPLIED**

Please complete the following questions in detailed.

4.3.8.1 The tenderer is required to mark or complete the appropriate boxes in the tender specifications below and fully motivate or explain as necessary. If space is insufficient, the response should be provided in a separate response document. The responses in the response document should be numbered exactly the same as the corresponding clauses in the tender specifications. The symbols in the response boxes in this tender have the following meanings:

Y = YES (Can fully comply)

N = NO (Cannot comply)

All Prospective Bidders must comply with all criteria, otherwise this will be found non-compliant.

Initial_____

Relevant experience in associated or related industry sectors.

5 -10 Years (provide written prove based on years' experience)

Y	N
---	---

10 -15 Years (provide written prove based on years' experience)

Y	N
---	---

15 Years or more (provide written prove based on years' experience)

Y	N
---	---

Potential for value-added services. State what is already included in the price and indicate what potential value-added services will be available and at what cost.

Y	N
---	---

Please indicate if you would be able to:

Y	N
---	---

Requirement	Response
Meet with and interview key members of the Saldanha Municipality to determine scope, appropriate team structure and costs.	
Present your methodology, approach and case studies in open forum	

Initial_____

Client references:

Y	N
---	---

Please provide references where your organization has implemented a similar solution to what you are proposing in an organization of similar size and complexity as the Saldanha Municipality. Emphasis on implementation on the SA contest will be evaluated to services render in South Africa. They will need to bring documentary proof.

A short description of the solution implemented including products used, number of users and the role that your organization played

The length of time taken to implement the solution

The number of staff allocated to the project at each phase

The cost to the client to implement each module

Any sub Tenderers or alliance partners that worked with you on the project

(As supporting documentation, we would welcome an extensive list of clients with details of the solutions/services delivered to them)

Client 1: _____

Requirement	Response
A short description of the solution implemented including products used, number of users and the role that your organization played	
The length of time taken to implement the solution (detail the timings for the various phases of the project)	
The number of staff allocated to the project at each phase and do you have sufficient staff to complete the project within the set time frame	
The cost to the client to implement each module	
Any sub Tenderers or alliance partners that worked with you on the project	

Client 2: _____

Initial _____

Requirement	Response
A short description of the solution implemented including products used, number of users and the role that your organization played	
The length of time taken to implement the solution (detail the timings for the various phases of the project)	
The number of staff allocated to the project at each phase	
The cost to the client to implement each module	
Any sub Tenderers or alliance partners that worked with you on the project	

Client 3: _____

Requirement	Response
A short description of the solution implemented including products used, number of users and the role that your organization played	
The length of time taken to implement the solution (detail the timings for the various phases of the project)	
The number of staff allocated to the project at each phase and do you have sufficient staff to complete the project within the set time frame	
The cost to the client to implement each	

Initial _____

module	
Any sub Tenderers or alliance partners that worked with you on the project	

Client 4: _____

Requirement	Response
A short description of the solution implemented including products used, number of users and the role that your organization played	
The length of time taken to implement the solution (detail the timings for the various phases of the project)	
The number of staff allocated to the project at each phase and do you have sufficient staff to complete the project within the set time frame	
The cost to the client to implement each module	
Any sub Tenderers or alliance partners that worked with you on the project	

Client 5: _____

Requirement	Response
A short description of the solution implemented including products used, number of users and the role that your organization played	
The length of time taken to implement the solution (detail the timings for the various	

Initial _____

phases of the project)	
The number of staff allocated to the project at each phase and do you have sufficient staff to complete the project within the set time frame	
The cost to the client to implement each module	
Any sub Tenderers or alliance partners that worked with you on the project	

COMPLIANCE INFORMATION

The Tenderer shall:

Perform all its duties under the supervision of the Saldanha Municipality and in strict compliance with any instruction received from an authorized representative of the Municipality. Y N

Nominate a suitable person based in Cape Town 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 Saldanha Bay Municipality and the Tenderer. Y N

Replace the “contract manager” upon receipt of a written request from Saldanha Municipality in the event that the Municipality is dissatisfied with the performance of the “contract manager”. Y N

Acknowledge that Saldanha Municipality retains ownership of the contents of the Tenderer system’s database, including all the images and offence details in respect of each offender and make available to Saldanha Municipality on request any data or images that may be required for any purpose whatsoever and in the format as requested. Y N

Acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfill their obligations in terms of the contract, then the parties agree to re-negotiate the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of Saldanha Municipality, the only reasonable option is to terminate all or part of the contract, Saldanha Municipality may unilaterally do so after giving the Tenderer one month written notice. Y N

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TENDER PRICES, PAYMENT AND INVOICING

Y	N
---	---

The Tenderer shall:

calculate the monthly fee payable by Saldanha Municipality to the Tenderer as per tender agreement in the preceding calendar month with the set fee as per pricing schedule.

Y	N
---	---

submit to Saldanha Municipality, on or before the 7th day of each calendar month, a value added tax invoice detailing the fees payable by the Municipality to the Tenderer together with proof acceptable to the Municipality substantiating the fees claimed.

Y	N
---	---

acknowledge that no additional payments for any reason whatsoever will be paid by Saldanha Municipality to the Tenderer over and above those provided for in the pricing schedule.

Y	N
---	---

The Tenderer shall ensure compatibility with all existing ICT infrastructure.

Y	N
---	---

CAMERA SERVICES

The Tenderer will for purposes of the agreement, as and when directed or needed by Saldanha Municipality, supply and install up to:

Y	N
---	---

Eight (8) fixed digital camera systems to record speed and/or red-light violations.

Y	N
---	---

Ten (10) sets of ancillary equipment for the fixed cameras referred to above, including the housings, poles, detection systems, power supply UPS and secondary illumination, at such locations as may be determined from time to time by Saldanha Municipality and provided such locations have been authorized for the use of such equipment by the Director of Public Prosecutions. The deployment of cameras and rotation of cameras between locations will be solely as determined by Saldanha Municipality.

Y	N
---	---

Two (2) mobile digital camera systems to record speed violations and two (2) sets of ancillary equipment which include tripods, flash illumination units, spare batteries, chargers and other accessories and equipment required for successful operation of the cameras.

Y	N
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be able to generate traffic offences for those vehicles exceeding the speed limit.

Initial _____

Y	N
---	---

must be capable of covering multiple lanes between two points on a particular stretch of roadway. If the system is extended by installing additional recording points (with one or more cameras) along the same stretch of road, each additional recording point will be considered to be a separate system.

Y	N
---	---

be capable of detecting vehicles that are sought for outstanding warrants of arrest, false number plates or for other reasons by linking to appropriate databases in real time when required.

Y	N
---	---

be capable of detecting vehicles that are unlicensed or un-roadworthy by linking to the Natis system in real time when required.

Y	N
---	---

be capable of detecting vehicles that are stolen wanted by the SAPS for any reason by linking to the SAPS marked vehicle database in real time.

Y	N
---	---

be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP) and any requirements of the Directorate of Public Prosecutions in the Western Cape.

Y	N
---	---

install a monitoring system at the Saldanha Municipality Traffic Services with at least a 42" monitor linked to the ASOD camera's

Y	N
---	---

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

Y	N
---	---

SANS 1795, including Part 5 "Data capturing and recording devices for road traffic law enforcement equipment".

Y	N
---	---

Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP).

Y	N
---	---

Approval of the Director Public Prosecutions: Cape of Good Hope.

Y	N
---	---

Approval of the Manager Public Safety of Saldanha Municipality.

Y	N
---	---

The camera systems shall produce evidence of each offence in full compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information (including any amendments during contract period)

Initial_____

Y	N
---	---

Provide a full colour image of the offence showing a wide angled context of the offence as well as details of the offending vehicle.

Y	N
---	---

Evidence produced shall be tamper detectable and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free.

Y	N
---	---

Fixed camera systems shall provide for multiple lane speed and red-light violation enforcement as required.

Y	N
---	---

Fixed camera systems shall provide illuminating flashes enabling successful night-time operation.

Y	N
---	---

Fixed camera systems shall be fully protected against vandalism.

Y	N
---	---

Fixed camera systems shall allow for quick and easy rotation between sites by one person and user-friendly set-up procedures.

Y	N
---	---

Fixed camera systems shall incorporate a power source allowing continued camera operation for at least 4 hours during power outages.

Y	N
---	---

Mobile camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user-friendly set-up procedures.

Y	N
---	---

Mobile camera systems shall have sufficient battery capacity to allow operation during an entire shift without recharging.

Y	N
---	---

All camera systems shall automatically record and store statistics including, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation, and output the statistics to an integrated management information system.

Y	N
---	---

In respect of all fixed and mobile camera systems supplied by the Tenderer the Tenderer shall:

Y	N
---	---

provide all electrical requirements for the installation and operation of fixed cameras and pay for electricity used by any particular camera.

Y	N
---	---

Initial _____

ensure that all fixed camera installations are painted with a yellow paint and conform to any installation requirements as specified by Saldanha Municipality.

Y	N
---	---

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

Y	N
---	---

conduct field surveys and produce statistics on road usage and offence patterns at specific sites as and when directed by Saldanha Municipality in order to assist the Municipality to determine the need for fixed or mobile camera deployment at any site.

Y	N
---	---

inspect the cameras and ancillary equipment at least once per month with the prior approval of Saldanha Municipality in order to ensure that the cameras and ancillary equipment are in good working order and of neat and well-maintained appearance at all times.

Y	N
---	---

comply with any requirements from Saldanha Municipality in respect of fixed camera installations and supply any additional equipment as may be specified by the Municipality from time to time in order to facilitate inspection and operation of the fixed cameras.

Y	N
---	---

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.

Y	N
---	---

repair any damage to or defect in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera shall be made operational on the relevant site within 24 hours of notification from Saldanha Municipality.

Y	N
---	---

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 and as published in The Prosecution Guidelines, or at such other intervals as may be required by Saldanha Municipality from time to time and ensure that the calibration certificates are provided to the Municipality.

Y	N
---	---

provide on-site field support to the Saldanha Municipality's employees using the mobile cameras wherever they may be deployed, by rendering any technical assistance that may be required and by downloading images and data in the field as necessary, during the hours that the mobile cameras are used.

Y	N
---	---

provide training workshops in the use of the cameras and ancillary equipment to the employees of Saldanha Municipality as and when required by the Municipality. The Tenderer shall bear all costs

Initial_____

associated with the provision of any such training workshop and issue certificates to the Municipality's employees in respect of training received.

Y	N
---	---

take out insurance covering damage or loss for any reason of the Tenderer's cameras and ancillary equipment and maintain such insurance for the duration of this agreement.

Y	N
---	---

establish a processing centre at conveniently located premises as agreed to by Saldanha Municipality. The Tenderer shall ensure that the processing centre is spacious enough and suitably equipped to serve the needs of the Tenderer as well as the officers of the Municipality who will utilize the processing centre for downloading of images and adjudication of cases.

Y	N
---	---

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

Y	N
---	---

provide facilities and systems for officers of Saldanha Municipality to adjudicate every image with its associated data and either accept it as prosecutable or reject it as non-prosecutable.

Y	N
---	---

ensure that the Tenderer system "force" each image to be adjudicated by an officer and be capable of identifying the officer responsible for the adjudication.

Y	N
---	---

ensure that the Tenderer system shall not allow any image to be tampered with, deleted, cancelled or rejected by any person other than the adjudicating officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted or rejected by each adjudication officer with appropriate reasons for rejections.

Y	N
---	---

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

Y	N
---	---

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: the prior approval of Saldanha Municipality is required before the electronic payment of fines may be implemented.

Y	N
---	---

make available the images and data to Saldanha Municipality, or any other party as directed by the Municipality, for inclusion in their internet viewing and payment facility or for any other reason whatsoever.

Y	N
---	---

Initial_____

produce expert evidence in court (either documentary or verbal) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds.

Y	N
---	---

upload statistics gathered by the cameras after every session and make the statistics available to Saldanha Municipality in an acceptable format as and when required, including the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation and the 85th percentile.

Y	N
---	---

at the end of the contract period, transfer to Saldanha Municipality (at no cost to the Municipality) the ownership of the mobile cameras and its ancillary equipment that have been in use for duration of the contract'

Y	N
---	---

HARDWARE, SOFTWARE AND NETWORKING

The Tenderer shall:

provide and operate a Tenderer system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977). It is a requirement that the system should be web based with a Microsoft SQL back end.

Y	N
---	---

provide sufficient hardware in the service center in order to meet its obligations in terms of this agreement and to operate the Tenderer system at optimal efficiency.

at its own cost, establish and maintain data communication links to the Saldanha Municipality's Wide Area Network in order to allow up to twelve of the Municipality's remote workstations to operate on the Tenderer system.

Y	N
---	---

Y	N
---	---

ensure that the hardware supplied by the Tenderer will have sufficient capacity to allow for all the Saldanha Municipality's remote users connected to the Tenderer system to work simultaneously and at optimal efficiency.

Y	N
---	---

provide sufficient software licenses to Saldanha Municipality in respect of the Tenderer software for the operation of the Municipality's own workstations linked to the Tenderer system.

Y	N
---	---

provide an on-going program of training for the Client's users of the Tenderer system to ensure that all users are adequately trained to perform their respective functions on the system.

Y	N
---	---

Initial_____

provide Saldanha Municipality with user manuals for the Tenderer system.

Y	N
---	---

provide proof to the satisfaction of Saldanha Municipality that the Tenderer system has the capacity of processing at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes.

Y	N
---	---

provide proof to the satisfaction of Saldanha Municipality that the Tenderer system is utilized without any major problems in at least one other site in South Africa that is comparable to Saldanha Municipality in terms of offence volumes processed and complexity of operations.

Y	N
---	---

provide sufficient technical support and expertise in the Western Cape to ensure that the Tenderer system continues to perform optimally, that any technical hardware, software or networking problems are resolved immediately and that enhancements to the Tenderer system that may be required by Saldanha Municipality are implemented without delay.

Y	N
---	---

FUNCTIONS TO BE PERFORMED BY CONTRACTOR.

The Tenderer shall:

Used all available means to secure payments timeously

Y	N
---	---

Automatically update the Tenderer system by importing offence records from camera related offences.

Y	N
---	---

provide suitable document scanning equipment at designated Municipal offices to enable scanning of documents and electronic transmission of the scanned images to the Saldanha Municipality for data capturing from the images through the use of a document management system. This system is to be used primarily for handwritten fines that are handed in by officers but could also be used for other documents as agreed between the Tenderer and Saldanha Municipality.

Y	N
---	---

Enabling the capturing of data related to the following within 5 working days of receipt at the Saldanha Municipalities relevant office:

Section 341 notices issued

Section 56 notices issued

Initial_____

Representations received from offenders

Representation results

Court results

Authorization of Warrant of Arrest

Name and address changes

Change of offender detail

Return of Service of summonses

Execution of Warrant of Arrest

Y	N
---	---

establish an interface with the NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the Tenderer system accordingly.

Y	N
---	---

establish an interface with the NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the e-NaTIS system.

Y	N
---	---

generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary:

Y	N
---	---

Section 341 notices (camera mailers) within 30 days of offence date.

Y	N
---	---

Notification of No Admission of Guilt Offences within 30 days of offence date.

Y	N
---	---

Notification of Red-Light Violation offences within 30 days of offence date.

Notice Before Summons (2nd notice)

Y	N
---	---

Y	N
---	---

Warrant of Arrest notices

Y	N
---	---

Representation acknowledgement letters

Y	N
---	---

Representation result letters

Y	N
---	---

Initial_____

General letters

Y	N
---	---

Any other documentation required for the successful operation of the Saldanha Bay Municipalities relevant office.

Y	N
---	---

ensure that the layout, design and content of any documentation produced by the Tenderer system and sent out to the general public or the Courts are approved in writing by Saldanha Municipality before being printed.

Y	N
---	---

include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.

Y	N
---	---

generate, print and process the following Court related documentation per 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

Warrants of Arrest including "double contempt" warrants of arrest and "bench" warrants of arrest Warrant of Arrest Register

any other Court related documentation that may be required by the Courts or Saldanha Municipality

Y	N
---	---

prepare daily 'mail bags' containing all documentation for dispatch to the Saldanha Municipality's offices managing the court administration of the respective Courts.

Y	N
---	---

Initial_____

provide Saldanha Municipality with a facility to draw management information and statistics from the Tenderer system and/or provide the management information and statistics on request. The statistics should include the following:

Y	N
---	---

detailed analysis of sections 56 and 341 and camera offences showing the number of offences issued per month, values, actual payments, success rates, withdrawn, untraceable, and number of outstanding offences.

Y	N
---	---

Comparison of monthly offence volumes.

Y	N
---	---

Numbers and value of payments received by Saldanha Municipality and income generated.

Y	N
---	---

A detailed Microsoft Excel listing of the number and value of fines reduced versus the number and value of fines originally issued.

Y	N
---	---

Status of all offences at the various processing stages.

Y	N
---	---

Month by month statistical analysis of offences committed per suburb, ward and sub-council area.

Y	N
---	---

Representation results showing "proceed", "withdrawn", "reduced" separately.

Y	N
---	---

Outstanding representation results.

Y	N
---	---

Officer statistics and productivity.

Y	N
---	---

Detailed analysis of officer errors on handwritten notices.

Y	N
---	---

Offenders or vehicles with the most outstanding fines or warrants of arrest ("Top 50 reports").

Y	N
---	---

Number of first appearances per court per month.

Y	N
---	---

Initial_____

A detailed Microsoft Excel listing of the number and values of cases struck off the roll per court per month.

Y	N
---	---

A detailed Microsoft Excel listing of the numbers and values of withdrawals per court per month.

Y	N
---	---

Number of warrants of arrest authorized per court per month.

Y	N
---	---

Total revenue accrued per court per month.

Y	N
---	---

Number of "double contempt" per court per month.

Y	N
---	---

Number of remanded cases per court per month.

Y	N
---	---

A clear distinction must be made between all fines issued, fines paid at Saldanha Municipality Traffic department, fines paid at the courts, fines paid directly into the bank account of Saldanha Municipality as well as fines reduced. There must be different Microsoft Excel files (listings) of each of the before mentioned. These must be provided to Saldanha Municipality on a monthly basis by no later than the 10th working day of the ensuing month.

Y	N
---	---

A clear distinction must be made between section 341 and section 56 fines in respect of the information provided as per the previous paragraph.

Y	N
---	---

A separate listing of the number and value of provincial fines paid at the Saldanha Municipality Traffic department should be provided on a monthly basis in Microsoft Excel format.

Y	N
---	---

Any other statistics or reporting that may be required by Saldanha Municipality

Y	N
---	---

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

Y	N
---	---

Creating a daily backup of all data and images captured on the Tenderer system to be made available to Saldanha Municipality on request.

Y	N
---	---

Initial _____

Creating a weekly full system backup and ensure that it is stored at a secure off-site location as agreed by Saldanha Bay Municipality and to be made available to the Municipality on request.

Y	N
---	---

Performing system administrator duties such as registering users on the system and assigning user rights.

Y	N
---	---

Performing regular, scheduled history runs to remove redundant data from the system.

Y	N
---	---

General housekeeping and maintenance of the system.

Y	N
---	---

ensure that the Tenderer system is fully auditable and able to produce reports and on screen logs of all activities on the system for each offence, including the time and date of the event, user, activity details, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user.

Y	N
---	---

ensure that the Tenderer 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.

Y	N
---	---

under no circumstances accept money on behalf of Saldanha Municipality except for electronic payments as agreed to by the Municipality.

Y	N
---	---

under no circumstances deal directly with the public, the courts or the Directorate of Public Prosecutions, except where authorized by the Municipality to do so.

Y	N
---	---

PAYMENT FACILITIES

The Tenderer shall:

ensure that the Tenderer system is adapted to interface directly with Saldanha Municipality's cash receipting system, as well as the systems of any of the Municipality's third party payment agents to allow payment of fines after electronic validation of the fine on the Tenderer system and electronic updating of the Tenderer system with fine payments so taken.

Y	N
---	---

ensure that the Tenderer system is adapted to interface directly with the systems of any of Saldanha Municipality's third party payment agents to allow the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines after validation of the fine payments on the Tenderer system, electronic updating of the Tenderer system with fine payments so taken.

Y	N
---	---

Initial_____

ensure that the adaptation of the Tenderer system as envisaged above is commenced immediately upon awarding of the contract and is carried out in close cooperation with the Municipality and within the timeframes agreed to by the Municipality for implementation upon commencement of the contract.

Y	N
---	---

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 as well as on-line payment of fines. Prospective bidders will have to demonstrate to the Municipality that they have successfully implemented this capability at other Municipalities

Y	N
---	---

OFFENDER TRACING AND CALL CENTRE

The Tenderer shall:

establish and operate an outbound call centre which shall be utilized to perform the following functions:

Trace offenders with inaccurate address details.

Y	N
---	---

Update Tenderer system with change of offender details.

Y	N
---	---

Remind offenders of upcoming court dates.

Y	N
---	---

Notify offenders of warrants of arrest authorized.

Y	N
---	---

Any other activity that may be necessary to assist or trace offenders.

Y	N
---	---

take effective steps to ensure that call centre employees conduct the various types of telephone calls to offenders in accordance with scripts approved by Saldanha Municipality.

Y	N
---	---

ensure that the Saldanha Municipality approves the content of any SMS's, letters, notices or other communication sent or delivered to offenders.

Y	N
---	---

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.

Y	N
---	---

Initial _____

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.

Y	N
---	---

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

Y	N
---	---

ensure that the Tenderer system has the facility to produce reports detailing conflicts between the information captured and the information received from the NaTIS system.

Y	N
---	---

ensure that the Tenderer 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.

Y	N
---	---

provide reports to Saldanha Municipality giving details of vehicles using false number plates.

Y	N
---	---

TRANSITIONAL ISSUES

The Tenderer shall:

Shall ensure that all new fines issued from date of commencement of the contract will be able to be captured by the Saldanha Municipality.

Y	N
---	---

commence preparatory work as soon as the contract is awarded, so as to minimize disruption of services at the date of commencement of the contract. This includes the setting up of hardware and software systems, configuring the systems, training of staff, delivery and setting up of camera systems, preparing for data migration and any other preparatory work that can practically be performed before the commencement date.

Y	N
---	---

submit, in this tender, a firm proposal and commitment to the Municipality on transitional arrangements at the end of the contract period in the eventuality that a different service provider is appointed by the Municipality for a further contract period. The proposal should cover in particular the following:

Y	N
---	---

continued use of the Tenderer system by the new service provider.

Y	N
---	---

Initial _____

costs involved for continued use of the Tenderer system.

Y	N
---	---

training and on-going support for the new service provider in the use of the Tenderer system.

Y	N
---	---

licensing of the Tenderer system software to the new service provider.

Y	N
---	---

arrangements for the possible transfer or leasing of hardware associated with the Tenderer system to the new service provider.

Y	N
---	---

arrangements for the possible transfer or leasing of any other infrastructure, equipment, assets, stock, documentation, consumables, etc to the new service provider.

Y	N
---	---

any other arrangements that could facilitate the smooth transition of operations to a new service provider with minimal disruption to the Municipality.

Y	N
---	---

establishment of Local Economic Development plans

Y	N
---	---

any piece or part of equipment deemed to be necessary for the fulfilment of its mandate

Y	N
---	---

any other item which may be deemed by the parties to be in the interests of public safety.

Y	N
---	---

On demand of the Municipality provide handheld devices on request

Y	N
---	---

SECONDARY CONDITIONS OF CONTRACT

The Tenderer shall:

Perform all its duties under the supervision of the Saldanha Municipality and in strict compliance with any instruction received from an authorized representative of the Municipality.

Nominate a suitable person based in the Western Cape 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 Saldanha Municipality and the Tenderer.

Initial_____

Replace the “contract manager” upon receipt of a written request from Saldanha Municipality in the event that the Municipality is dissatisfied with the performance of the “contract manager”.

Acknowledge that Saldanha Municipality retains ownership of the contents of the Tenderer system’s database, including all the images and offence details in respect of each offender and make available to Saldanha Municipality on request any data or images that may be required for any purpose whatsoever and in the format as requested.

Acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfil their obligations in terms of the contract, then the parties agree to re-negotiate the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of Saldanha Municipality, the only reasonable option is to terminate all or part of the contract, Saldanha Municipality may unilaterally do so after giving the Tenderer one month written notice.

Initial_____

Section 4.4

PRICING SCHEDULE

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED. ESTIMATED QUANTITIES IS FOR EVALUATION PURPOSES ONLY AND MAY VARY. THE TOTAL COST FOR THE THREE-YEAR PERIOD WILL BE USED FOR EVALUATION PURPOSES ONLY AND DOES NOT CONSTITUTE THE CONTRACT AMOUNT. ESCALATION MUST BE CLEARLY STATED.

Item	Description	Estimated Quantities	Unit Price (Excluding VAT)	Total Price (Excluding VAT)
	Amount payable by the Municipality: (excluding VAT)			
1	Mobile Laser Camera (supply or maintain)	4		
2	Handheld Ticketing Unit & Printer	10		
3	ANPR System – Vehicle Fitted (supply or maintain)	5		
4	ANPR System – Bus or Van Fitted (supply or maintain)	1		
	Software licence:			
5	Traffic Contravention License Fee Per Annum	10		
6	Revenue Enhancement – Fee per SMS message	100		
7	Revenue Enhancement – Fee per record for Data-washing	1		
8	Revenue Enhancement – View Fines Hosting Portal - Fee Per Record	1		
9	Call Centre – Fee Per Call	1		
	(ITEM A) TOTAL TENDER PRICE EXCLUDING 15 % VAT YEAR 1			

Initial_____

TOTAL TENDER PRICE EXCLUDING 15 % VAT YEAR 2

	ESCALATI ON %	ESCALATI ON AMT (R)	TOTAL TENDER PRICE YEAR 2
TOTAL ANNUAL TENDER PRICE: YEAR 2			

TOTAL TENDER PRICE EXCLUDING 15 % VAT YEAR 3

	ESCALATI ON %	ESCALATI ON AMT (R)	TOTAL TENDER PRICE YEAR 3
TOTAL ANNUAL TENDER PRICE: YEAR 3			

TOTAL TENDER

TOTAL ANNUAL TENDER PRICE: YEAR 1	
TOTAL ANNUAL TENDER PRICE: YEAR 2	
TOTAL ANNUAL TENDER PRICE: YEAR 3	
TOTAL PRICE FOR 3 YEARS (EXCLUDING VAT)	
VAT 15%	
TOTAL TENDER PRICE (INCLUDING VAT)	

.....
Signature

.....
Date

Initial_____

Section 4.5

MBD 7.2

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 (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... 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 for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - 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) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
---	---

Initial _____

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

....

2.

Initial_____

Section 4.6

PRICE ADJUSTMENTS

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

.....
SIGNATURE OF TENDERER

(Should this schedule not be completed it will be assumed that the above variation is acceptable to the tenderer and that there will be no other price variations considered after the required validity period has lapsed.)

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

SECTION 4.7

OMMISSIONS, ALTERATIONS AND ADDITIONS

Initial_____

SECTION 4.8

SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

YES, my company **IS WILLING TO HAVE THE 2.5%** taken off of the payment of the items even though the 2.5% will not be taken into account in the adjudication of the tender.

Tenderer's signature for acceptance of the 2.5% discount
(Only if tenderer wishes to provide the 2.5% discount)

Initial_____

SECTION 4.9

E-PORTAL DECLARATION

<u>It is compulsory to confirm "yes or no" on all line items</u>	<u>Comply Yes/NO</u>
The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non- responsive	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded	
Printed documents must be <u>binded securely</u> according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive.	
The bidder should verify regularly on E-tender whether there are any addendums before submission and addendums must be submitted with the tender document.	
The Price Schedule and All Annexures with compulsory attachments must be binded to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the <u>Tender document</u> on <u>both sides</u> to save paper and for standardisation.	

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

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.10**SUPPORTING DOCUMENTATION FROM TENDERER**

Note :-

(No pricing or pricing adjustment documentation can be attached to the tender
Any pricing or pricing adjustment documentation which is attached by the tenderer will not be
considered

The schedules supplied by Council must be used for all pricing matters.)

Initial_____