

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



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

TENDER DOCUMENT

TENDER NUMBER	SBM 21/23/24
TENDER 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 AND ALSO THE DECRYPTION AND DEVELOPMENT OF SOFTWARE FOR MOBILE DEVICES FOR A PERIOD ENDING 30 JUNE 2027.
NAME OF TENDERER	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
CSD NUMBER	

SUBMISSION DETAILS:

ADDRESS	TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG		
CLOSING DATE	19 JULY 2024	CLOSING TIME	12H00

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

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

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

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Viandro van Wyk
Tel: 022 701 7168
Email: viandro.vanwyk@sbm.gov.za

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

Contact Person : Gordon Swarts
Tel: 022 701 6812
Email: gordon.swarts@sbm.gov.za

INSTRUCTION: HANDLING OF TENDER DOCUMENT

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

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

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

Tenders generated from e-Tender:

E-TENDER DECLARATION

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

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

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

I accept and approve all of the above.

SIGNATURE OF TENDERER

CHECKLIST

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

PLEASE TICK BOX ON THE LEFT



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

DECLARATION

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

Name: _____

Signature: _____

Capacity: _____

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PART A: INVITATION AND GENERAL INSTRUCTION**1. ADVERTISEMENT****SALDANHABAAI MUNISIPALITEIT****TENDER NOMMER:** SBM 21/23/24

TENDER BESKRYWING: AANSTELLING VAN 'N DIENSVERSKAFFER VIR DIE INSTALLERING, IMPLEMENTASIE, OPERASIE, ONDERSTEUNING EN ONDERHOUD VAN 'N GEVORDERDE VERKEERS OORTREDINGS BESTUUR SISTEEM MET INKOMSTE VERBETERINGSPROSESSE EN DIE BESKRYWING EN ONTWIKKELING VAN SAGTEWARE VIR MOEBIELE TOESTELLE VIR 'N PERIODE WAT EINDIG 30 JUNIE 2027.

Tender dokumente is beskikbaar om afgelaai te word op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik verkry word by Viandro Van Wyk, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf **Maandag, 01 Julie 2024**.

Indien tender dokumente verkry word, moet 'n nie-terugbetaalbare tender deposito van R264.00 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

Navrae: Gordon Swarts

E-pos: gordon.swarts@sbm.gov.za

Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word **voor 12H00 op Vrydag, 19 Julie 2024** 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 Verkrygings Beleid aangeneem deur die Raad op R7/1-24, van 30 Januarie 2024 sal in die beoordeling van hierdie tender gebruik word.

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

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

SALDANHA BAY MUNICIPALITY**TENDER NUMBER:** SBM 21/23/24

TENDER 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 AND ALSO THE DECRYPTION AND DEVELOPMENT OF SOFTWARE FOR MOBILE DEVICES FOR A PERIOD ENDING 30 JUNE 2027.

Tender documents can be downloaded from the e-Tender publication portal at www.etenders.gov.za or alternatively can be collected from Viandro van Wyk, 15 Main Road, Investment Centre, Vredenburg from **Monday, 01 July 2024**.

If tender documents are collected, a non-refundable tender deposit of R 264.00 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.

Enquiries: Gordon Swarts

Email: gordon.swarts@sbm.gov.za

Tenders must be placed in the tender box at the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, **before 12H00 on Friday, 19 July 2024**, in a sealed envelope where on the outside is clearly marked the above-mentioned tender number and description.

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

The 80/20 preference point system as contained in the Preferential Procurement Policy adopted by Council on R7/1-24, of 30 January 2024 will be used in the adjudication of this tender.

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

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

2. INSTRUCTION TO TENDERER:

2.1 General and Special Conditions of Contract

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

2.2 Acceptance or Rejection of a Tender

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

2.3 Validity Period

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

2.4 Cost of Tender Documents

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

2.5 Registration on Accredited Supplier Database

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

2.6 Completion of Tender Documents

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

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

2.7 Compulsory Documentation

2.7.1 Income Tax Clearance Certificate

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

2.7.2 Construction Industry Development Board (CIDB)

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

2.7.3 Municipal Rates, Taxes and Charges

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

Director's accounts:

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

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

2.8 Authorized Signatory

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

2.9 Site / Information Meetings

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

2.10 Samples

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

2.11 Quantities of Specific Items

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

2.12 Submission of Tender

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

2.13 Expenses Incurred in Preparation of Tender

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

2.14 Contact with Municipality after Tender Closure Date

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

2.15 Opening, Recording and Publications of Tenders Received

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

2.16 Evaluation of Tenders

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

2.17 Supply Chain Management Policy and Regulations

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

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

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

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

i) Sole propriety (residential):

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

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

Note: Affidavits valid for a period of 3 months

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

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

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

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

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

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

2.18 Contract

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

2.19 Language of Contract

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

2.20 Stamp and Other Duties

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

2.21 Wrong Information Furnished

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

2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Viandro van Wyk, Tel: 022 701 7168 or e-mail viandro.vanwyk@sbm.gov.za. Enquiries regarding the specifications may be addressed to Gordon Swarts, Tel: 022 701 6812 or email at gordon.swarts@sbm.gov.za.

2.23 Submission of Invoices:

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

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

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

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

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

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

PRINT NAME

SIGNATURE

DATE

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS OF BUSINESS					
STREET ADDRESS OF BUSINESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN		OR	CSD No	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT [TICK APPLICABLE BOX]	Yes	No	CONTRIBUTOR FACTOR (1 – 10)		
DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.					
ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY OR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF					
MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (Provide proof)		ARE YOU A FOREIGN BASED SUPPLIERS FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (If yes, answer 3)	
CRS no	TOTAL BID PRICE (Brought forward)			R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance		DEPARTMENT	Corporate and Public Safety Services	
CONTACT PERSON	Viandro van Wyk		CONTACT PERSON	Gordon Swarts	
TELEPHONE NUMBER	022 701 7168		TELEPHONE NUMBER	022 701 6812	
E-MAIL ADDRESS	viandro.vanwyk@sbm.gov.za		E-MAIL ADDRESS	gordon.swarts@sbm.gov.za	
1. BID SUBMISSION:					

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R7/1-24, OF 30 JANUARY 2024, WILL BE USED IN THE ADJUDICATION OF THIS TENDER.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

4. MBD 4: DECLARATION OF INTEREST

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

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

CERTIFICATION

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

NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.**1.4.1 B-BBEE**

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4.2 LOCALITY

Failure on the part of tenderer to submit the following:

- where the tenderer is the owner of the property / business:
 - municipal account registered in the name of the tenderer not older than 3 months;

- where the tenderer is not the owner of the property / business:
 - a valid lease agreement; or
 - affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months.

- where the tenderer submitted incorrect or outdated information (account, lease agreement or affidavit) or none of the above, it will be interpreted to mean that preference points for Locality are not claimed.

NOTE: SEE INSTRUCTION TO TENDER (PARAGRAPH 2.17) ON COMPLETE DOCUMENTS THAT MUST BE SUBMITTED.

- 1.5** The municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the municipality.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (e) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

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

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

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

5.1 B-BBEE

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

5.2 LOCALITY

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

6. DECLARATION

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

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

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

6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2

LOCALITY: _____ (maximum of 10 points)

7. DECLARATION WITH REGARD TO COMPANY / FIRM**7.1** Name of company / firm: _____**7.2** Company registration number: _____**7.3** VAT registration number: _____**7.4** Type of company / firm:

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

[TICK APPLICABLE BOX]

7.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business:

Registered municipal account number: _____

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

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

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

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

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

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

Yes

No

☐
☐

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

Director 1 Address:

Director 2 Address:

Director 3 Address:

Mr. / Mrs

Mr. / Mrs

Mr. / Mrs

Director 4 Address:

Director 5 Address:

Director 6 Address:

Mr. / Mrs

Mr. / Mrs

Mr. / Mrs

Director 7 Address:

Director 8 Address:

Director 9 Address:

Mr. / Mrs

Mr. / Mrs

Mr. / Mrs

Director 10 Address:

Director 11 Address:

Director 12 Address:

Mr. / Mrs

Mr. / Mrs

Mr. / Mrs

Attach page if space insufficient.

7. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 37 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

8. CENTRAL SUPPLIER DATABASE (CSD)

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

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

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

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

CSD registration number (if registered):

PART C: CONDITIONS OF CONTRACT**9. GENERAL CONDITIONS OF CONTRACT (GCC OF 2010)****1. Definitions**

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

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

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

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

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

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk.
- Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.8 The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation.

No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order.

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

10. SPECIAL CONDITIONS OF CONTRACT

1. Tenders are requested to quote firm prices effective from commencement date of the contract. The pricing shall be fixed from closing date of the tender until 30 June 2025, whereby price increases will be allowed. If there is an increase in the fixed rate in each of the financial years 2025/2026 and 2026/2027, the successful bidder must immediately provide signed documentary proof of any increase and reasons thereof. Price increases will be allowed from 01 July 2025 annually. Pricing for all products available to increase as negotiated per CPIX. The municipality reserves the right to accept or decline the amendment of the quoted fixed rate based on affordability.

11. AUTHORITY TO SIGN BID

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

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

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

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

1.2. A valid resolution must be signed by:

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

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY

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

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

2. CLOSE CORPORATION (CC)

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

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

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

2.2.3. Company Secretary.

PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

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

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

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

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

OR

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

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

4. PARTNERSHIP

We, the undersigned partners in the business trading as

hereby authorize Mr. / Ms. _____

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

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

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

5. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize _____

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

Mr. / Ms. _____

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

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

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

6. JOINT VENTURE

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

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

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

2. 2nd PARTNER

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. 3rd PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. 4th PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

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

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

12. CONTRACT FORM: PURCHASE OF GOODS/WORKS/SERVICES (MBD7)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works or to render services described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims in terms of the Preferential Procurement Regulations 2022 adopted by Council on R7/1-24, of 30 January 2024;
 - Declaration of interest;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify).
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:.....

PURCHASE OF GOODS/WORKS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as
accept your bid under reference number **SBM 21/23/24** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note (goods or works) or after receipt of an invoice (services).

TO BE COMPLETED: GOODS / WORKS

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

OR

TO BE COMPLETED: SERVICES

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

WITNESSES

1.

2.

DATE

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

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

	with the Municipality's financial system in order for management information and statistics to be drawn via the system. 1.1.8 The ANPR system of the current contract remains the property of the municipality. The new service provider's system must be able to interface or read the data of the current system. 1.1.9 The Municipality further requires the service provider to fit municipal vehicles with ANPR systems that are fully integrated with facilities to enquire on outstanding fines, summonses and warrants and production of summonses and copies of warrants at the roadside. 1.1.10 The Municipality further needs portable units capable of remotely connecting to the contravention system and producing copies of warrants of arrest at the roadside. 1.1.11 The Municipality further needs at least 2 laptops and 1 printer capable to remotely connecting to the payment system to allow to process payments and do enquiries at the location 1.1.12 Municipality has its own handheld devices; the contractor is expected to provide the integration necessary to process fines generated by the Municipality's handheld units on the contravention system. However, the contractor will be expected to equip officers with portable handheld devices and associated printers for the issuing of Section 341 notices and Section 56 summonses in the field should the Municipality require more handheld devices. The actual numbers of the systems and equipment that may be called for during the term of the contract will be at the discretion of the Municipality. 1.1.13 The contractor will have to provide encryption and software develop services on the handheld devices. The number of times this service will be called during the term of contract will be at the discretion of the Municipality. 1.1.14 The contractor will have to prove to the satisfaction of the Municipality that its systems and infrastructure has the capability to process at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare reserve to cope with increased volumes. 1.1.15 At the commencement date of the contract, the unfinalized fines in the Municipality's legacy system will remain the responsibility of the previous contractor. The legacy system and the contravention system will operate in parallel during the time it takes for the legacy system to "run dry" and the contractor will be expected to work in close cooperation with the previous contractor to ensure seamless operation. The contractor will be expected to process all new cases taken from the commencement date of the contract on its contravention system. At the end of the contract period, the contractor will be required to run the contravention system dry for a period of 18 months or until the Municipality decides, in its sole discretion, to terminate the system. During the dry-running period the contractor will continue to perform all the normal functions necessary to finalise legacy cases that remain in the system. 1.1.16 Should the Administrative Adjudication of Road Traffic Offences (AARTO) Act be implemented in the Municipality before or during the period of the tender, the contractor will be expected to process all offences and infringements issued under the AARTO Act in accordance with the AARTO legislation and the AARTO Standard Operating Procedures (SOP's). The contractor will process AARTO infringements as prescribed, which could be either directly on the National Contravention Register (NCR), or via the
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	contractor's own system as a front-end system. In addition, the contractor will be expected to conclude a service level agreement with the South African Post Office (SAPO) and to pay for any printing and posting of AARTO related documents on behalf of the Municipality. At the same time the contractor must conclude all non-AARTO cases on the contractor's own system. Clause 6 of this tender deal specifically with obligations should the AARTO Act come into effect in the Municipality.
1.2	RESPONSIBILITIES The contractor must: 1.2.1 Perform all its duties under the supervision of the Municipality and in strict compliance with any instruction received from the project manager appointed by the Municipality, or any of the subject experts nominated by the project manager to deal with different aspects of the project. The appointed project manager with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between the Municipality and the contractor 1.2.2 The contractor must appoint Four (4) suitable persons based within the Municipal area to act as "data capturers/clerks" under the supervision of the project manager appointed by the Municipality. Furthermore, the logged calls by the contract manager or by an authorized representative of the Municipality should be resolved within three (3) working days. 1.2.3 Replace the "data capturer /clerk" upon receipt of a written request from the Municipality in the event that the Municipality is dissatisfied with the conduct and/or performance of the personnel. 1.2.4 Appoint Serving agents to serve summonses and execute warrants of arrests within the Municipal area and within the Republic of South Africa. The Contractor will carry the costs of the serving agents. 1.2.5 Acknowledge that all camera systems, devices, hardware, software, or any other equipment provided to the Municipality in terms of this tender, remains the property of the contractor who will be responsible for all operating costs, maintenance, servicing, repair, insurance, insurance claims and any other matters related to the ownership of such equipment. Should any item become unserviceable for whatever reason, the contractor will provide a replacement. 1.2.6 Acknowledge that the Municipality retains ownership of the contents of the contravention system's database, including all the images and offence details in respect of each offender and make available to the Municipality on request, periodically, or through an interface, any data or images that may be required for any purpose whatsoever and in the format as requested. The contractor will not make use of or allow anyone other than the contractor to make use of the images and data in the contravention system for any purposes other than the normal processing and finalisation of the fines, without the express permission of the Municipality. 1.2.7 Acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfil their obligations in terms of the contract, then the parties agree to re-negotiate and amend the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of the Municipality, the only reasonable option is to terminate all or part of the contract, the Municipality may unilaterally do so after giving the contractor one month written notice. Acknowledge that where, in the sole discretion of the Municipality, any of the obligations imposed on the contractor in terms of this tender proves, in practice, to be unnecessary, impractical, or unfeasible, the Municipality may, in writing, absolve the contractor from fulfilling such obligation, or vary the terms of the obligation in so far as it may be necessary.

	1.2.8 Strive to introduce, with the prior approval of the Municipality and at no additional cost to the Municipality, improvements to the technologies, systems and services provided in terms of this tender which may be to the benefit of the Municipality and/or the contractor. 1.2.9 Commence preparatory work as soon as the contract is awarded. This includes but not limited to setting up of the service centre, setting up of the hardware and software systems, configuring the system, appoint and training of staff, delivery and setting up camera systems, preparing for data migration (if applicable) and any other preparatory work that can practically be performed before commencement date.
1.3	DIGITAL SPEED ENFORCEMENT CAMERA COMPLIANCE 1.3.1 The Municipality requires the contractor to supply, install, commission, maintain, as and when directed by the Municipality: 1.3.1.1 Fixed digital camera systems to record speed and/or red-light violations. 1.3.1.2 Fixed camera sites with its ancillary equipment, including the housings, poles, detection systems, power supply and secondary illumination, at such locations as may be determined from time to time by the Municipality and provided such locations have been authorised for the use of such equipment by the Director of Public Prosecutions. The deployment of cameras and rotation of cameras between locations will be solely as determined by the Municipality. 1.3.1.3 Mobile digital camera systems to record speed violations with ancillary equipment which include tripods, flash illumination units, spare batteries, chargers and other accessories and equipment required for successful operation of the cameras. 1.3.1.4 Be capable of electronic data for detecting vehicles that are sought for outstanding warrants of arrest, false number plates or for other reasons by linking to appropriate databases in real time when required. (upload to NAVIC). 1.3.1.5 Be capable of detecting vehicles that are unlicensed or un-roadworthy by linking to the NaTIS system in real time when required. (ANPR operations). 1.3.1.6 Be capable of detecting vehicles that are stolen or wanted by the SAPS for any reason by linking to the SAPS marked vehicle database in real time. (ANPR operations) 1.3.1.7 Be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP) and any requirements of the Directorate of Public Prosecutions in the Western Cape. 1.3.2 As a minimum, the fixed and mobile camera systems and other enforcement systems supplied in this tender shall be compliant with the following where applicable: 1.3.2.1 SANS 1795, including Part 5 "Data capturing and recording devices for road traffic law enforcement equipment". 1.3.2.2 Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP). 1.3.2.3 Approval of the Director Public Prosecutions: Western Cape. 1.3.2.4 Approval of the Manager: Traffic & Licensing of the Municipality. The Manager: Traffic & Licensing will need to be satisfied that the camera and other enforcement systems provided are the most suitable systems available for the intended purpose. 1.3.2.5 The camera systems shall produce evidence of each offence in full compliance

	with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information (including any amendments during contract period). 1.3.2.6 Provide a full colour image of the offence showing a wide angled context of the offence as well as details of the offending vehicle. 1.3.2.7 Evidence produced shall be tamper detectable and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free. 1.3.2.8 Fixed camera systems shall provide for multiple lane speed and red-light violation enforcement as required. 1.3.2.9 Fixed and mobile camera systems shall provide illuminating white flashes enabling successful night-time operation. 1.3.2.10 Fixed camera systems shall be protected against vandalism as far as practically possible. 1.3.2.11 Fixed camera systems shall preferably be non-invasive on road surfaces and record offenses by means of radar technology. 1.3.2.12 Fixed camera systems shall allow for quick and easy rotation between sites by one person and user-friendly set-up procedures. 1.3.2.13 Fixed camera systems shall incorporate a power source allowing continued camera operation for at least 4 hours during power outages. 1.3.2.14 Mobile camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user-friendly set-up procedures. 1.3.2.15 Mobile camera systems shall have sufficient battery capacity to allow operation during an entire shift without recharging. 1.3.2.16 All camera systems shall automatically record and store statistics including, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation, and output the statistics to a management information system. 1.3.3 In respect of all fixed and mobile camera systems and site installations, as well as any fixed and mobile camera systems and installations supplied in terms of this contract, the contractor shall: 1.3.3.1 Provide all electrical requirements for the installation and operation of fixed cameras and pay for electricity supply by Municipality or Eskom used by any particular camera when required by the Municipality. 1.3.3.2 Ensure that all fixed camera installations are painted with a yellow paint and conform to any installation requirements as specified by the Municipality. 1.3.3.3 Prepare and submit any way-leave applications, sitemaps and other supporting documentation necessary and ensure that the required permits and/or licenses and/or regulatory approvals have been obtained before installation of the cameras and ancillary equipment. 1.3.3.4 Conduct frequent field surveys, preferably through the use of non-invasive radar technology, and produce statistics on road usage and offence patterns at specific sites, including the 85th percentile, as and when directed by the Municipality in order
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	to assist the Municipality to determine the need for fixed or mobile camera deployment at any site where camera enforcement is applied for. 1.3.3.5 Inspect the cameras and ancillary equipment at least once per month with the prior approval of the Municipality in order to ensure that the cameras and ancillary equipment are in good working order and of neat and well-maintained appearance at all times. 1.3.3.6 Monitor on a daily basis that each fixed camera system, remains operational by ensuring that images are wirelessly transmitted from each of these systems to a central location where it is displayed and monitored by contractor staff who will immediately initiate repair actions when faults are detected. 1.3.3.7 Comply with any requirements from the Municipality in respect of fixed camera installations and supply any additional equipment as may be specified by the Municipality from time to time in order to facilitate inspection and operation of the fixed cameras. 1.3.3.8 Maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras. 1.3.3.9 Repair any damage to or defect in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera shall be made operational on the relevant site within 24 hours of notification from the Municipality. Replacement cameras must comply with all requirements in terms of this contract. 1.3.3.10 Calibrate the cameras at 6 (six) monthly intervals, or as required by the Director of Public Prosecutions and as published in The Prosecution Guidelines, or at such other intervals as may be required by the Municipality from time to time and ensure that the calibration certificates are provided to the Municipality. 1.3.3.11 Provide camera enforcement/speed warning signs and erect them and maintain them on roadways in strict accordance with the specifications, directions, conditions and timeframes set by the Municipality. 1.3.3.12 Provide on-site field support to the Municipality's employees using the mobile cameras wherever they may be deployed, by rendering any technical assistance that may be required and by downloading images and data in the field as necessary, during the hours that the mobile cameras are used. 1.3.3.13 Provide training workshops in the use of the cameras and ancillary equipment to the employees of the Municipality as and when required by the Municipality. The contractor shall bear all costs associated with the provision of any such training workshop and issue certificates to the Municipality's employees in respect of training received. 1.3.3.14 Take out insurance covering damage or loss for any reason of the contractor's and the Municipality' cameras and ancillary equipment and maintain such insurance for the duration of this agreement. 1.3.3.15 Upload all camera images and data and capture any additional particulars as may be required to successfully prosecute the offence. 1.3.3.16 Provide systems for officers of the Municipality to adjudicate every image with its associated data and either accept it as prosecutable or reject it as non-prosecutable. 1.3.3.17 Ensure that the contravention system, each image adjudicated by an officer, be
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	capable of identifying the officer responsible for the adjudication. 1.3.3.18 Ensure that the contravention system shall not allow any image to be tampered with, deleted, cancelled or rejected by any person other than the adjudicating officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted or rejected by each adjudication officer with appropriate reasons for rejections. 1.3.3.19 Provide the Municipality with the images and data in a suitable electronic medium to be kept as prime evidence for the prosecution of cases in court as required by applicable legislation. 1.3.3.20 Make available the images and data to the Municipality, or any other party as directed by the Municipality, for inclusion in their internet viewing and payment facility or for any other reason whatsoever. 1.3.3.21 Produce expert evidence in court (either documentary or verbal) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds. 1.3.3.22 Upload statistics gathered by the cameras after every session and make the statistics available to the Municipality in an acceptable format as and when required, including the number of vehicles checked, the speed of each vehicle checked, the number of infringements, the highest speeds recorded and, the times and duration of operation.
1.4	CONTRAVENTION SYSTEM AND SYSTEMS ARCHITECTURE 1.4.1 The contractor shall: 1.4.1.1 Provide and operate a contravention system software package developed for the administration and management of Traffic and By Law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977). The contravention system should be capable of processing the Traffic and By Law offences in a separate sub-system, each with its own number range. 1.4.1.2 Provide sufficient hardware in the service centre and Municipal Court in order to meet its obligations in terms of this agreement and to operate the contravention system at optimal efficiency. 1.4.1.3 At its own cost, establish and maintain data communication links to the Municipality's Wide Area Network in order to allow up to 20 of the Municipality's remote workstations to operate on the contravention system. 1.4.1.4 Ensure that the hardware supplied by the contractor will have sufficient capacity to allow for all the Municipality's remote users connected to the contravention system to work simultaneously and at optimal efficiency. 1.4.1.5 Provide sufficient software licenses to the Municipality in respect of the contractor software for the operation of the Municipality's own workstations linked to the contravention system.

	1.4.1.6 Provide an on-going program of training for the client's users of the contravention system to ensure that all users are adequately trained to perform their respective functions on the system. 1.4.1.7 Provide the Municipality with user manuals for the contravention system if and when requested to do so. 1.4.1.8 Provide proof to the satisfaction of the Municipality that the contravention system has the capability of processing at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes. 1.4.1.9 Provide proof to the satisfaction of the Municipality that the contravention system is utilised without any major problems in at least one other site in South Africa that is comparable to the Municipality in terms of offence volumes processed and complexity of operations. 1.4.1.10 Provide sufficient technical support and expertise locally in Saldanha Bay area to ensure that the contravention system continues to perform optimally, that any technical hardware, software or networking problems are resolved immediately and that enhancements to the contravention system that may be required by the Municipality are implemented without delay. 1.4.1.11 Ensure that the contravention system conforms in full with the Municipality's standard systems architecture. The Municipality's architecture document can be referenced for more detail. In particular the document titled "Application Architecture" which prescribes standards for systems to easily integrate with other systems and allow for database portability. 1.4.1.12 Ensure that the contravention system is web based or is developed for a Microsoft front end and Microsoft SQL back end. 1.4.1.13 Ensure that the contravention system is compatible with the Municipality's standard Windows 11 Professional or Enterprise Edition, 64-bit desktop operating system. 1.4.1.14 Acknowledge that if any of the contractor's staff are required to work on Municipality premises, such staff will be treated as Municipality contracting staff who are subject to the Municipality's existing ICT policies and procedures. The contractor must be equipped with workstations that comply with the Municipality's desktop standard and their desktops will be placed and treated as Municipality-managed workstations. 1.4.1.15 Ensure that the contravention system is hosted on Municipality of Saldanha Bay application hosting infrastructure in Saldanha Bay Municipality data centre used for the secure hosting of third-party systems. 1.4.1.16 Acknowledge that all the data and images on the contravention system belongs to the Municipality and shall not be used by the contractor for any purposes other than those provided for in this tender, or specifically sanctioned by the Municipality.
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	1.4.1.17 Ensure that all the data and images in the contravention system is hosted on Municipality premises and that no off-site copies of the Municipality data are kept without permission from the Municipality. 1.4.1.18 Make the data and images in the contravention system available to the Municipality in any manner requested by the Municipality for whatever reason. This could be for the purposes of inclusion on the Municipality's own website, or to make it available to external parties. 1.4.1.19 Ensure that the contravention system does not require any administrator and/or special user access rights to operate on the desktop. 1.4.1.20 Ensure that the contravention system does not require the client firewall to be disabled. 1.4.1.21 Ensure that the contravention system interfaces online and in real time with the Municipality's cash receipting system using web service interface to provide for on-line verification and updating of fine payments. 1.4.1.22 Ensure that the contravention system interfaces with hand held devices, ANPR systems, or other equipment and devices that may be acquired by the Municipality outside of this tender for the purpose of issuing of fines, or the identification of vehicles with outstanding fines, warrants of arrest, expired licenses, false number plates, stolen, or any other information for which the vehicles may be sought, by processing fines generated by such equipment and linking to appropriate back-end databases in real time. 1.4.1.23 On request from the Municipality, work with the Municipality's information technology team to establish an interface between the contravention system and the Municipality's system that will allow specified data that is hosted on the contravention system to be accessed with a view to draw transactional data, management information and statistical data directly via the system. 1.4.2 Tenderers must note the information in the IT Architectural Section below and provide comprehensive information as requested: IT Architectural Section The IT Architecture section serves two purposes: A. The first is to provide prospective vendors with technical information regarding the Municipality's current IT environment. This subsection also provides the Municipality's compulsory Architectural standards for the proposed solution. B. The second subsection allows the vendor to provide the Saldanha Bay Municipalities IT department with appropriate technical information to determine whether a proposed system or application could be hosted internally by the Municipality.
1.5	SERVICE CENTRE SERVICES (Back Office) 1.5.1 Establishing a Service Centre: The contractor shall:

	1.5.1.1 Establish a service centre at conveniently located premises as agreed by the Municipality. 1.5.1.2 Bear all associated costs of the service centre and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials and consumables. 1.5.1.3 Ensure that the service centre is operated by the contractor employees and project manager appointed by the Municipality during the Municipality's normal office hours, or any other hours as may be agreed between the parties. 1.5.1.4 Implement measures to ensure that the service centre operations comply with directives of the Municipality, the Courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures (TCSP). 1.5.1.5 Allow the Municipality to inspect the activities of the service centre at any reasonable time to ensure that the contractor is at all times complying with all terms and conditions of this agreement. 1.5.2. Staffing, sub-contractors and agents: The contractor shall: 1.5.2.1 Appoint data capturers/clerks as required by the contractor in order to fulfil its obligations in terms of the provisions of this agreement. 1.5.2.2 Provide adequate expertise and guidance to the service centre to effectively manage all its functions. 1.5.2.3 Ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement. 1.5.2.4 Take sole responsibility for any sub-contractors and agents the contractor may appoint to assist in delivering the contractor services and acknowledge that the contractor remains solely responsible for ensuring that the contractor services are rendered in accordance with the terms and conditions of this agreement. 1.5.2.5 Under no circumstances deal directly with the public, the courts or the Directorate of Public Prosecutions, except where authorised by the Municipality to do so. 1.5.3 Functions to be performed by the Service Centre: The contractor shall: 1.5.3.1 Automatically update the contravention system by importing offence records from camera related offences. 1.5.3.2 Capture offences generated through the Section 341 notices. 1.5.3.3 Automatically update the contravention system by importing offences electronically recorded by officers using handheld units regardless of whether such handheld devices and software are supplied by the Municipality or the contractor. 1.5.3.4 Capture the data related to the following within 5 working days of receipt at the Service Centre (speed offences):
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	1.5.3.4.1 Representations received from offenders; 1.5.3.4.2 Representation results; 1.5.3.4.3 Authorization of Warrant of Arrest; 1.5.3.4.4 Name and address changes; 1.5.3.4.5 Change of offender detail; 1.5.3.4.6 Return of Service of summonses; 1.5.3.4.7 Execution of Warrant of Arrest; and 1.5.3.4.8 Court case results.
1.5.4	Generate files to be exchanged between the contravention system and the NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the contravention system accordingly.
1.5.5	Ensure that the contravention system is capable of processing a change of offender for a case for which a warrant of arrest has already been issued, by producing a summons for the new offender and allowing all subsequent steps following the production of a summons. The system should allow only one such change of offender even if this also results in a warrant of arrest.
1.5.6	Ensure that the contravention system has a facility for automated change of offender for use by proxies of companies and other fleet owners. This facility should be designed to ease the process of changing the details of the offenders where fines are recorded against the proxy or fleet owner.
1.5.7	Ensure that the contravention system allows only one change of offender per fine, unless the offender has appeared in court when a second change of offender may be allowed.
1.5.8	Ensure that the contractor system allows court cases to be set down or remanded to court dates prior to and including the current day. This is to allow for a delay in the capturing of court results and to cater for arrested people to be added to the court roll on the same day as the arrest.
1.5.9	Generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary: 1.5.9.1 Section 341 notices (camera mailers) within 30 days of offence date; 1.5.9.2 Notification of No Admission of Guilt Offences within 30 days of offence date; 1.5.9.3 Notification of Red-Light Violation offences within 30 days of offence date; 1.5.9.4 Notice Before Summons (2nd notice); 1.5.9.5 Warrant of Arrest notices; 1.5.9.6 Representation acknowledgement letters; 1.5.9.7 Representation reply letters including result of representation; 1.5.9.8 Confirmation of Change of Offender letters; 1.5.9.9 General letters as per templates specified by the Municipality; and 1.5.9.10 Any other documentation required for the successful operation of the Service Centre.
1.5.10	Ensure that the layout, design and content of any documentation produced by the contravention system and sent out to the general public or the Courts are approved in writing by the Municipality before being printed.
1.5.11	Include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.
1.5.12	Generate, print and process the following Court related documentation per court: 1.5.12.1 Section 54 Summonses with clerk of court watermark stamp; 1.5.12.2 Court Rolls with listed control documents and returns of service, as well as pre-prepared warrants of arrest forms;

1.5.12.3	Section 341 Control Register;
1.5.12.4	Section 56 Control Register plus control documents from fines recorded by handheld devices;
1.5.12.5	Section 54 Control Register;
1.5.12.6	Section 341 Spot Fine Register;
1.5.12.7	Pro forma Section 341 spot fines to accompany the Spot Fine Register;
1.5.12.8	Admission of Guilt Register with listed control documents and Pro Forma;
1.5.12.9	Contempt of Court Payment Register (J114);
1.5.12.10	Warrants of Arrest including "double contempt" warrants of arrest;
1.5.12.11	Warrant of Arrest Register and stickers with warrant of arrest numbers, case numbers and notice numbers (to be attached to the warrant of arrest forms that were pre-authorised by the magistrate on the day of the court sitting); and
1.5.12.12	Any other Court related documentation that may be required by the Courts or the Municipality.
1.5.13	Prepare daily 'mail bags' containing all documentation for dispatch to the Municipality's various courts and offices managing the court administration of the respective courts.
1.5.14	Provide a courier service that will ensure that mail bags, documents and packages are transported, on a fixed daily round, between the contractor's premises, the various courts and the various Municipality offices that manage the administration of the respective courts.
1.5.15	Provide the Municipality with a facility to draw management information and statistics from the contravention system and/or provide the management information and statistics on request or periodically. The format and frequency of the statistics will be as specified by the Municipality and may include the following:
1.5.15.1	Detailed analysis of offences per category (e.g. sections 56, 341, 54, 55, etc) showing the number of offences issued per month, values, actual payments, success rates, withdrawn and number of outstanding offences;
1.5.15.2	Comparison of monthly offence volumes;
1.5.15.3	Numbers and value of payments received by the Municipality and income generated;
1.5.15.4	The number and value of fines reduced versus the number and value of fines originally issued;
1.5.15.5	Status of all offences at the various processing stages;
1.5.15.6	Month by month statistical analysis of offences committed per suburb;
1.5.15.7	Representation results showing "proceed", "withdrawn", "reduced" separately per court;
1.5.15.8	The number and value of cases withdrawn or reduced per authorising official and/or system user in a specified period and giving a breakdown of the reasons for withdrawals;
1.5.15.9	Outstanding representation results;
1.5.15.10	Officer statistics and productivity;
1.5.15.11	Number of summonses served personally and non-personally and not served;
1.5.15.12	Detailed analysis and number of officer errors on handwritten notices;
1.5.15.13	Offenders or vehicles with the most outstanding fines or warrants of arrest ("Top offender reports");
1.5.15.14	Number of first appearances per court per month;
1.5.15.15	Number of cases struck off the roll per court per month and reasons if available;
1.5.15.16	Number and value of withdrawals/reductions per court/authorising official/user per month;
1.5.15.17	Number of warrants of arrest authorised, printed and delivered per court per month, as well as number of warrants on hand and pending;
1.5.15.18	Total revenue accrued per court per month;
1.5.15.19	Number of "double contempt" per court per month;
1.5.15.20	Number of remanded cases per court per month;
1.5.15.21	Daily and monthly reports on all fine payments on the system, detailing the origin

	of the payment; receipt number, amount, date and time of payment, notice number and other relevant details; and 1.5.15.22 Any other statistics or reporting that may be required by the Municipality. 1.5.16 Ensure that general housekeeping procedures are established and performed in respect of the contravention system including, but not limited to the following: 1.5.16.1 Creating a daily backup of all data and images captured on the contravention system to be made available to the Municipality on request; 1.5.16.2 Creating a weekly full system backup and ensure that it is stored at a secure off-site location as agreed by the Municipality and to be made available to the Municipality on request; 1.5.16.3 Performing system administrator duties such as registering users on the system and assigning user rights; 1.5.16.4 Performing regular, scheduled history runs to finalise redundant cases on the system; and 1.5.16.5 General housekeeping and maintenance of the system. 1.5.17 Ensure that the contravention system is fully auditable and able to produce reports and on-screen logs of all activities on the system for each offence. The activity logs should include the time and date of the event, the user who performed the activity, and the nature of the activity. Logged events should include enquiries performed on the system and changes, additions and deletions of any status or data element by any user, systems administrator, or system transaction. These activity logs should also be available per user. 1.5.18 Ensure that the contravention system is capable of controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users. 1.5.19 Supply all officer books (Section 341 and 56) for use by the officers of the Municipality at the cost of the contractor. 1.5.20 Ensure that the layout, design and content of the officer books are approved in writing by the Municipality before any books are printed. 1.5.21 Ensure that the contravention system provides for an integrated module for officer book administration, including but not limited to, the allocation of books to individual officers or officer groups, monitoring of notices handed in by individual officers, monitoring the notices captured, alerting of outstanding notices at time of issue of additional books to an officer, reporting on outstanding notices per book and per officer, controlling the number of books in possession of an officer at any one time. 1.5.22 Ensure that the contravention system caters for the allocation of number ranges to be used when fines are recorded electronically by way of handheld units or the like.
1.6	SUMMONS SERVING The contractor shall: 1.6.1 Ensure that the contractor system produces a Section 54 summons for every Section 341 notice that becomes eligible for summonsing and that was not finalised beforehand by other means. 1.6.2 Ensure that at least thirty percent of summonses produced by the contravention system are successfully served inside and outside the boundaries of the Municipality in strict compliance with all applicable legislation, judicial guidelines,

	authorisations and directives from the Municipality. The percentage specified in this clause may be reviewed as necessary and a different percentage may be agreed between the Municipality and the contractor in writing.
1.6.3	Ensure that summonses are served within 8 months of the date of offence, provided that this period may be extended to a maximum of 18 months where a summons has to be re-issued due to receipt of a notification of change of offender, or such other period as agreed by the Municipality.
1.6.4	Appoint an adequate number of serving agents inside and outside the boundaries of the Municipality to serve the summonses generated by the contravention system in compliance with clause 5.4.2.
1.6.5	Ensure that serving agents appointed to serve summonses within and outside the boundaries of the Municipality are duly authorised and approved by the Municipality to do so and that all pre-requisites for such appointments, as specified by the Municipality, are met. These pre-requisites may include the provision of approved training, the possession of recognised certification of training, proof of a clean criminal record, submission of identification, qualifications, curriculum vitae and other documentation or requirements specified by legislation or the Municipality.
1.6.6	Ensure that serving agents appointed to serve summonses on behalf of the Municipality in areas outside the boundaries of the Municipality are duly authorised by the applicable local authorities to do so.
1.6.7	Pay the fees of the serving agents for summonses served.
1.6.8	Ensure that the contravention system is capable of registering all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance.
1.6.9	Take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorisations and the law.
1.6.10	Investigate any allegation of fraudulent summons serving fully, provide the Municipality with a comprehensive report on the findings of such an investigation and ensure that, where fraud is proven, the serving agent is dismissed and no longer used to serve summonses on behalf of the Municipality, and that a charge is laid against the person at SAPS.
1.6.11	Administer all summonses and the allocation thereof to serving agents, provided that the Municipality's duly appointed Clerks of Court will be responsible for authorising all summonses produced by the contravention system.
1.6.12	Ensure that the summonses produced by the contractor system include a watermark stamp with the name of the court and the date as well as a space where the Clerks of Court can sign.
1.6.13	Facilitate and support the serving of summonses by the serving agents at roadblocks as and when determined by the Municipality.

	1.6.14 Provide a facility for immediate, on-site production of summonses at roadblocks for the purposes of serving on offenders that have been apprehended at the roadblocks. 1.6.15 Allocate specific summonses to be served by officers of the Municipality as and when requested to do so by the Municipality.
ITEM 2	OFFENDER TRACING AND CALL CENTRE COMPLIANCE
2.1	The contractor shall: 2.1.1 Establish and operate facility within the Service Centre which shall be utilised to perform all or some of the following functions as may be agreed with the Municipality: 2.1.1.1 Trace offenders with inaccurate address details; 2.1.1.2 Update contravention system with change of offender details; 2.1.1.3 Remind offenders of upcoming court dates; and 2.1.1.4 Notify offenders of warrants of arrest authorised. 2.1.2 Any other activity that may be necessary to assist or trace offenders. 2.1.2.1 Ensure that telephone calls to offenders are conducted in accordance with scripts approved by the Municipality. 2.1.2.2 Ensure that the Municipality approves the content of any SMS's, letters, notices or other communication sent or delivered to offenders or the public. 2.1.2.3 Trace offenders who cannot be reached by introducing and utilising innovative methods of tracing, including obtaining of up-to-date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like. 2.1.2.4 Send bulk SMS's to offenders whose cell phone numbers are available to alert them that fines have been issued, court dates are imminent, warrants of arrest have been authorised, etc, as agreed to by the Municipality. 2.1.2.5 Create and maintain an offender database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained. 2.1.2.6 Utilise the confirmed particulars in the offender database for the production of notices and summonses as agreed by the Municipality. 2.1.2.7 Make the offender database available to the Municipality on request, periodically or through an interface. 2.1.2.8 Ensure that the contravention system has the facility to produce reports detailing conflicts between the information captured and the information received from the NaTIS system.

	2.1.2.9 Ensure that the contravention system has the facility to record the registration numbers of vehicles using false number plates and to prevent notices from being sent to the legitimate owners of such vehicles.
ITEM 3	PAYMENT FACILITIES
3.1	The contractor shall: 3.1.1 Ensure that the contravention system is adapted to interface directly with the Municipality's cash receipting system to allow payment of fines and warrants of arrest, online, real-time, after electronic validation of the fine amount and contempt of court amount on the contravention system and electronic updating of the contravention system with payments so taken. 3.1.2 As and when requested by the Municipality, ensure that the contravention system is adapted to interface directly with the systems of any of the Municipality's third party payment agents to allow the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines, online real-time, after validation of the fine payments on the contravention system, electronic updating of the contravention system with fine payments so taken. 3.1.3 Work with the Municipality to enable the introduction of new methods and innovations in the way that fines can be paid and ensure that the contravention system is adapted to allow fine payments via any new payment channel that the Municipality wants to introduce such as Snap scan, credit/debit cards and the like. The tenderer to provide a development/QA IT environment to facilitate the above. 3.1.4 Ensure that the contravention system allows the online real-time cancellation of fine payments taken via the Municipality's cash receipting system or any of the Municipality's third-party payment agents. 3.1.5 Provide the Municipality with a daily electronic report giving details of all payments updated in the contravention system. The report should separately list the payments received via each of the Municipality's third-party payment agents as well as the Municipality's cash receipting system. 3.1.6 If it is discovered that fine payments have been recorded on the contractor system in error (e.g. which occurred due to a technical problem or duplication) resulting in the contractor having received fees to which it is not entitled, the contractor shall immediately notify the Municipality and undertake to forthwith investigate the erroneous payments concerned. If it is established that an error indeed occurred, the contractor shall refund the Municipality with a credit note on the next monthly invoice for contractor fees. 3.1.7 Ensure that the adaptation of the contravention system as envisaged in this tender is commenced immediately upon awarding of the contract and is carried out in close cooperation with the Municipality and within the timeframes agreed to by the Municipality for implementation upon commencement of the contract. 3.1.8 Provide a website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras. Data and images must be available on the website as soon as the first notification is sent to the offender. 3.1.9 Ensures that the contravention allows the payment of "fresh fines" ie: fines that has not yet been captured into the system.

	3.1.10 Under no circumstances accept money on behalf of the Municipality except where the contractor is appointed as a payment agent for the Municipality in terms of a separate agreement concluded with the Municipality.
ITEM 4	ADMINISTRATION AND ROADBLOCK SUPPORT
4.1	4.1 Roadblock Support Vehicles: 4.1.1 The contractor's system shall be required to interface with current equipment retained from previous contractor. (Roadblock support vehicle with Automatic Number Plate Recognition (ANPR) systems capable of automatically detecting vehicles with outstanding offences, warrants of arrest, false number plates, or any other information for which the vehicles may be sought and alerting system operators with an audible tone and message alert.) 4.1.2 Be equipped with facilities for online enquiries on the contravention system and the viewing of camera images at the roadside. 4.1.3 Be equipped with facilities for the immediate production and printing of scanned copies of warrants of arrest and summons returns of service at the roadside. 4.1.4 Be equipped with facilities for the immediate production and printing of summonses at the roadside to allow serving on previously untraceable persons. The contractor shall provide summons servers and support staff as and when requested for serving of summonses at roadblocks. 4.1.5 Be equipped with systems for the transmission of electronic copies of documents and printing at the roadside as necessary. 4.1.6 Be equipped with the tools necessary for conducting of efficient roadblocks, including portable computers, printers, scanners, fax facilities, electronic information displays, generators, signs, cones, temporary speed calming equipment, reflective barrier tape and the like. 4.1.7 Be driven to and from roadblock sites by contractor staff and be manned by sufficient contractor staff on site to operate the ANPR systems and other systems on board, alert officers to wanted vehicles, make enquiries on the contravention system print and fax copies of documents, and generally support the Municipality's enforcement staff during the full duration of any roadblock. 4.1.2 ANPR vehicle: 4.1.2.1 The contractor's system shall be required to interface with current equipment retained from previous contractor. ANPR vehicle associated with the following equipment: 4.1.2.2 Be branded by the contractor according to specifications supplied by the Municipality. 4.1.2.3 Be fitted with an in-car camera surveillance system capable of recording, for evidential purposes, clear video and audio footage of events taking place inside and in front of the vehicle when activated by an officer. 4.1.2.4 Be fitted with on-board ANPR cameras and detection systems which must: 4.1.2.4.1 be capable of being operated whilst driving the vehicle; 4.1.2.4.2 be capable of scanning passing, parked or approaching vehicles to the left and to the front of the vehicle;

	4.1.2.4.3 be capable of detecting vehicles with outstanding warrants of arrest, false number plates or any other information for which the vehicles may be sought, by wirelessly linking to appropriate back-end databases in real time; 4.1.2.4.4 be capable of detecting vehicles marked on the NaTIS system as unlicensed or un-roadworthy by linking to the NaTIS system in real time; 4.1.2.4.5 be capable of detecting vehicles marked on SAPS database as stolen or wanted for other reasons by linking to the SAPS database in real time; 4.1.2.4.6 be capable of instantaneously alerting system operators whenever a vehicle that is sought for any reason is detected by emitting an audible tone and displaying a message alert; 4.1.2.4.7 be capable of recording a colour overview image of each vehicle read; 4.1.2.4.8 be capable of selecting or de-selecting one or more of the databases used for detecting vehicles, as well as the NaTIS system and/or SAPS system; 4.1.2.4.9 be capable of connecting wirelessly to the contravention system for the purpose of making online enquiries on outstanding offences against a vehicle or person; 4.1.2.4.10 be equipped with a suitable printer and be capable of immediate production and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports; 4.1.2.4.11 be capable of automatic (via ANPR) as well as manual enquiries via a keyboard for both registration number and ID number; and 4.1.2.4.12 be capable of producing daily statistics including, vehicles scanned, vehicles positively matched against various databases, action taken by officers. 4.1.3 Portable warrant query and printing units: 4.1.3.1 The contractor shall provide, as and when required by the Municipality, portable units to be used in officers' patrol vehicles for enquiries on the contravention system and production of copies of warrants of arrest at the roadside. 4.1.3.2 The portable systems shall: 4.1.3.2.1 be capable of connecting wirelessly to the contravention system for the purpose of making online enquiries on outstanding offences and warrants of arrest against a vehicle or person; and 4.1.3.2.2 be fitted with a suitable printer and be capable of immediate displaying and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports. Not be permanently fitted to officers' patrol vehicles but be capable of easy swapping between vehicles.
ITEM 5	HANDHELD DEVICES, PRINTERS AND SOFTWARE DEVELOPMENT
5.1	5.1.1 The contractor shall provide, as and when required by the Municipality, portable handheld devices and associated printers for the issuing of Section 341 notices and Section 56 summonses in the field. The contractor shall also provide a portable printer for each device that is capable of being carried on an officer's person.

5.1.2 The handheld devices shall:

- 5.1.2.1 run software that interfaces fully with the contravention system to produce Section 341 notices and Section 56 summonses containing all the information required by applicable legislation for issuing on the road.
- 5.1.2.2 Communicate with the contravention system wirelessly while operated in the field and upload cases to the contravention system for further processing.
- 5.1.2.3 be capable of Wi-Fi as well as LAN communication to ensure fast configuration and uploads when docked in the back office.
- 5.1.2.4 be able to scan and decode the 2D barcodes and populate extracted information automatically on the notice or summons produced.
 - South African drivers' licence;
 - South African temporary drivers' licence;
 - South African learners' licence;
 - Traffic registration certificate;
 - South African motor vehicle licenses;
 - South African national identification cards and/or books; and
 - Any other documentation that will be integrated into the above.
- 5.1.2.5 be able to take a photo of the offender or offending vehicle and append such photo to the case.
- 5.1.2.6 be able to record the signatures of both the officer and the offender as a JPG image for inclusion on the documents produced and for transmission with the completed offence record when uploading to the contravention system.
- 5.1.2.7 be able to be tracked by the back office using the GPS coordinates of the device and capable of using the GPS coordinates of the device when an offence is recorded and converting it into an offence location for insertion on the notice or summons.
- 5.1.2.8 be able to optionally perform live queries on the NaTIS system and the SAPS wanted vehicle database or the Municipality's database of outstanding warrants of arrest.
- 5.1.2.9 contain a complete set of the following static data components for selection by the officer during capture of the offence:
 - Notice numbers (obtained in blocks from the contravention system);
 - Court name (from the contravention system);
 - Court date (from the contravention system);
 - Payment due dates;
 - Charge description with fine amounts;
 - meet IP64 standards for moisture and dust intrusion;
 - be designed to withstand 1.5 metre drops to concrete;
 - have a high resolution, sunlight readable display;
 - have a touch panel for finger and stylus; and
 - have a minimum six-hour battery life.

5.1.3 The portable printers shall:

- 5.1.3.1 be small and lightweight for carrying on a belt clip or shoulder strap.

	5.1.3.2 be suitable for its intended purpose and the make and model will be approved by the Municipality. 5.1.3.3 meet IP 54 standards for moisture and dust intrusion. 5.1.3.4 be designed to withstand 1.5 metre drops to concrete. 5.1.3.5 have long lasting battery life for minimum 6-hour operation under normal printing conditions. 5.1.3.6 be able to print the required notices or summonses on a paper roll of at least 80 millimetres in width. 5.1.3.7 be able to communicate with the handheld device through wireless LAN or Bluetooth. 5.1.4 Adhoc Services Any adhoc services requested by the Municipality will be solely on the cost by the service provider e.g further software developments or enhancements.
ITEM 6	HARDWARE, SOFTWARE AND NETWORKING
6.1	The contractor must: 6.1.1 Provide and operate a contractor system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977). The system must be web based with a Microsoft SQL or Oracle back end; 6.1.2 Provide and operate a contractor system software package developed for the collection of revenue for Pound facilities; 6.1.3 Provide sufficient hardware in the service centre in order to meet its obligations in terms of this agreement to operator contractor system at optimal efficiency including but not limited to desktops, monitors, printers, scanners fax machines and the like. As a minimum each data capturer / clerk must have a Desktop, 24" LED LCD Monitor, wireless keyboard and mouse and a printer capable of printing, scanning and copying; 6.1.4 At its own costs, establish and maintain data communication links to the Saldanha Bay Municipality's Local Area Network in order to allow up to Five (5) of the Municipality's remote workstations to operate on the contractor system; 6.1.5 Ensure that the hardware supplied by the contractor will have sufficient capacity to allow for all the Saldanha Bay Municipality's remote users connected to the contractor's system to work simultaneously and at optimal efficiency; 6.1.6 Ensure that hardware and software is upgraded as new programs and or hardware develops during the term of the contract; 6.1.7 Provide software licenses to SBM in respect of all the contractor software for the operation of the Municipality's own workstations linked to the contractor system; 6.1.8 Perform enhancements and software development on the handheld devices should the Municipality so request and submit a statement of work (SOW) detailing the agreed upon enhancements or developments and costs thereof. 6.1.9 Provide an on-going program of training for the client's users of the contractor system to ensure that all users are adequately trained to perform their respective functions on the system;

	6.1.10 Provide SBM with user manuals for all the contractor systems; 6.1.11 Provide proof of the satisfaction of SBM that the contractor system has the capacity to processing no less than the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes; 6.1.12 Provide proficient information and communication technical support based in the Cape Metropolitan area to ensure that the contractor system continues to perform optimally, that any technical hardware, software or networking problems are resolved instantaneously and that enhancements to the contractor system that may be required by SBM are implemented without delay; 6.1.13 Provide proficient information and communication technical support based in the Cape Metropolitan area to ensure that the contractor system continues to perform optimally with regards to all cashier functions which include any 3rd party payments and web-based payments, receiving revenue generated is a direct result of this contract.
ITEM 7	OBLIGATIONS IN RESPECT OF INFRINGEMENTS ISSUED IN TERMS OF THE AARTO ACT
	7.1 In the event that the AARTO Act is implemented in the Municipality before, or during the term of this tender, the contractor shall also have the following obligations: 7.1.1 In respect of infringements and offences issued in terms of the AARTO Act and Regulations, the Contractor shall: 7.1.2 Cooperate with the Municipality to implement AARTO and comply with any reasonable instruction received from officials of the Municipality in this regard. 7.1.3 Establish with the assistance of the Municipality a secure network connection and interfaces to the NaTIS that will allow the contractor to perform AARTO-related transactions on the National Contraventions Register (NCR). 7.1.4 Devote sufficient staff and resources and establish sufficient technical infrastructure, which will include workstations (personal computers) for the contractor's NaTIS users, network connections to the NaTIS, as well as printing and scanning devices in order to perform its AARTO obligations for the Municipality. 7.1.5 Ensure that all contractor staff who are utilised for AARTO are adequately trained to perform their functions and that those staff that are using the NaTIS system are, with the assistance of the Municipality, duly registered as NaTIS users with the correct authorisations and system profiles. 7.1.6 Upload all camera infringements and offences from the contractor's Contravention Management System (CMS) to the NCR. Data capturing of camera cases, verification and adjudication by a peace officer will take place on the CMS. The adjudicated camera infringement data, associated images and patch plates of the vehicle number plates will be uploaded to the NCR and the infringement numbers returned by the NCR will be recorded against the relevant violations on the CMS. The contractor will comply with the uploading procedures as prescribed in the relevant AARTO Standard Operating Procedures (SOP's).

	7.1.7 Upload all infringements generated from handheld devices from the contractor's Contravention Management System (CMS) to the NCR. 7.1.8 Provide the Municipality with access to the data uploaded to the NCR on request or periodically. 7.1.9 Upload all AARTO 02 and AARTO 32 notices that may be issued by the Municipality and/or the Provincial Traffic Department onto the NCR in accordance with the relevant SOP's. 7.1.10 Perform the following functions in accordance with the relevant SOP's and under the direction of the Municipality: 7.1.10.1 Managing NaTIS/NCR user administration of contractor users. 7.1.10.2 Managing infringement notice books bulk orders on the NCR. 7.1.10.3 Capturing handwritten infringements (AARTO 01 and AARTO 32). 7.1.10.4 Capturing notices of summons to be issued for offences (AARTO 33). 7.1.10.5 Capturing unattended vehicle notices (AARTO 31). 7.1.10.6 Updating infringements on the NCR. 7.1.10.7 Uploading camera infringements on the NCR. 7.1.10.8 Uploading and scanning of all AARTO documents. 7.1.10.9 Querying infringements. 7.1.10.10 Reprinting infringement documents. 7.1.10.11 Receiving, recording and processing of AARTO elective options applications. (Excluding over-the-counter transactions which will be done by the Municipality) 7.1.10.12 Recording offences and their outcomes on the NCR. 7.1.10.13 Any other function that can be performed by the contractor as directed by the Municipality. 7.1.10.14 Establish the interfaces necessary to allow AARTO payments to be taken via the Municipality's cash receipting system and the Municipality's third-party payment agents and for such payments to be validated and recorded on the NCR in real time, if required by the Municipality. 7.1.10.15 Record unacceptable cheques/RD cheques on the NCR. 7.1.10.16 If applicable, manage court cases in accordance with the AARTO SOP's and in consultation with the Municipality: 7.1.10.16.1 Where persons elect to be tried in court. 7.1.10.16.2 Where cases originate from offences. 7.1.10.16.3 Record offences on the NCR
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	7.1.10.16.4 Allocate courts and court dates. 7.1.10.16.5 Generate and prepare summonses. 7.1.10.16.6 Serve summonses through summons servers authorised by the Municipality. (all section 341's – handwritten and speed offences) 7.1.10.16.7 Generate and prepare court rolls. 7.1.10.16.8 Update outcomes of court proceedings on NCR. 7.1.10.16.9 Record arrests. 7.1.10.16.10 Print AARTO reports, management information and statistics for the Municipality. 7.1.10.16.11 Record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP's. 7.1.10.16.12 Procure from the Government Printer, or other suppliers where applicable, all AARTO stationery required by the Municipality, including Infringements Notice books, application forms and pre-printed paper. 7.1.10.16.3 Keep a sufficient stock of AARTO stationery to fulfil the requirements of the Municipality at all times and make such stationary available to the Municipality as and when requested at no cost to the Municipality. 7.1.10.16.4 Enter into a Service Level Agreement (SLA) with the South African Post Office (SAPO) for the printing and mailing of all AARTO 03 Infringement Notices on behalf of the Municipality, as well as any other bulk mailing that is required in terms of AARTO. 7.1.10.16.5 Facilitate the creation of the Municipality's print files on the NCR for downloading to SAPO via the prescribed online interfaces to enable SAPO to print and post infringements and other documents via registered mail, or as prescribed by AARTO legislation and SOP's. 7.1.10.16.6 Make payment to SAPO for any printing and posting of infringements, or other documents, on behalf of the Municipality within the prescribed period as per the AARTO SOP's, at no cost to the Municipality. 7.1.10.17.7 Send infringement notices to infringers in the manner prescribed or permitted by AARTO legislation and SOP's, (including via electronic means if allowed). 7.1.10.17.8 Not accept cash payments, deal directly with the public or perform over the counter AARTO transactions.
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	7.1.10.17.9 In consultation with the Municipality, introduce whatever measures and arrangements may be deemed necessary to ensure the most effective functioning of AARTO in the Municipality. 7.1.10.17.10 Adapt its AARTO operations to comply with any changes in the AARTO Act and Regulations, or new and amended SOP's that may be introduced, or to comply with any requests from the Municipality in this regard.
ITEM 8	TRANSITIONAL ISSUES
	The contractor shall: 8.1 Take responsibility for all new fines issued from date of commencement of the contract. Legacy fines issued before the commencement date will remain the responsibility of the previous contractor. 8.2 Take responsibility for fines generated by the provincial traffic services within the area of jurisdiction of the Municipality. 8.3 Commence preparatory work as soon as the contract is awarded, so as to minimise disruption of services at the date of commencement of the contract. This includes the securing of suitable premises, setting up of the service centre, 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 and any other preparatory work that can practically be performed before the commencement date.

COMPULSORY INFORMATION TO BE SUPPLIED

Please complete the following questions in detailed.

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)

The tenderer must comply with all criteria, otherwise the tenderer will be found non-compliant.

These are mandatory requirements and failure to mark a box at a specific question will be seen as "NO" and the tender will be regarded as non-responsive.

Where proof is required, the bidder must attach the proof together with the tender document by closing date of the tender. If the documents are not attached to the tender at closing date, the bidder will be found non-responsive.

Provide a high-level description of your client base with similar implementations regarding maintenance and support.

Y	N
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Number of customers

Geographic distribution of customers

Systems implementers experience with proposed solution

Length of experience with the product/s specified Products implemented. Please include in the table below the number of times your product/s have been implemented by your organization.

Latest version of the product that your organization has implemented.

Product	Years' Experience	Number of Implementations	Most recently installed version

Does your organization have experience with organizations with a similar profile to Saldanha Municipality i.e. City Government or Utilities or Local Government?

Y	N
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Geographic coverage: Provide a description of your presence internationally, South Africa, and Cape Town specifically.

Y	N
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Relevant experience in associated or related industry sectors.

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

Y	N
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10 -15 Years (provide written proof based on years' experience)

Y	N
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15 Years or more (provide written proof based on years' experience)

Y	N
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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
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Please indicate if you would be able to:

Y	N
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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 an open forum.	

Client references:

Y	N
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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: _____

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 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 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
---	---

TENDER PRICES, PAYMENT AND INVOICING

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:

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
---	---

Be able to generate traffic offences for those vehicles exceeding the speed limit.

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:

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 Senior 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).

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:

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

Y	N
---	---

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 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
---	---

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.

Y	N
---	---

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
---	---

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
---	---

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

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.

Y	N
---	---

Notice Before Summons (2nd notice)

Y	N
---	---

Warrant of Arrest notices

Y	N
---	---

Representation acknowledgement letters

Y	N
---	---

Representation result letters

Y	N
---	---

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.

Y	N
---	---

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
---	---

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
---	---

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:

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
---	---

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
---	---

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
---	---

14. PRICING SCHEDULE

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

NO LETTERHEAD OR ALTERNATIVE PRICE SCHEDULE WILL BE ACCEPTED.

- It is compulsory to complete all line items of the pricing schedule tendered for. No line items must be left blank. Line items where the cost is included in the tender price, must be indicated as "included". Line items provided free of charge must be indicated with "R0.00". If these pricing instructions are not adhered to, the tender will be found non-responsive.
- It is compulsory to comply to all the minimum specifications.
- It is compulsory to add all prices to determine the total.
- It is compulsory that pricing reflect on all individual line items. No blocks must be left blank.

PRICING SCHEDULE

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

Item	Description	Estimated Quantities	Unit 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 - ViewFines Hosting Portal - Fee Per Record	1	
9	Call Centre – Fee Per Call	1	
TOTAL TENDER PRICE EXCLUDING VAT			
15% VAT			
TOTAL TENDER PRICE INCLUDING VAT			

PART E: OTHER

15. PRICE ADJUSTMENTS

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

I accept and approve all of the above.

.....

SIGNATURE OF TENDERER

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

16. OMISSIONS, ALTERATIONS AND ADDITIONS

17. SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

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

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

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

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

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