

SECTION A



Invitation to Tender – UMN 06/2023

Umngeni Local Municipality

Suitable and capable service providers are invited to bid for the **appointment of a service provider to provide a digitized mobile and web based digitized traffic contravention system with a cloud-based backup system inclusive of speed cameras and ANPR for 36 months.**

The municipality reserves the right to:

- not award this bid;
- not award the cheapest proposal;
- to conduct site visit as part of quality assurance before finalizing the bid; and
- to cancel the bid.

Collection of Bid Documents

Tender documents will be made available on e-tenders - <https://www.etenders.gov.za/> and uMngeni Local Municipality website printable <https://www.umngeni.gov.za/documents/?category=tender-adverts> at bidder's own cost.

There will be no selling of bid documents.

None - Compulsory Briefing Session

The briefing session will be held as follows:

Date:	17 November 2023
Venue:	Hilton Boardroom, 29 Hilton
Time:	14h00
Site to be visited:	N/A

Evaluation Criteria

This tender will be evaluated based on the following criteria:

1. Administrative Compliance
2. Mandatory Requirements
3. Functionality; and
4. 80/20 Price and Preference Points

Queries relating to the issue of these documents may be addressed to **Mbongeni Zuma** Tel. No. (033) 239 8313: e-mail mbongeni.zuma@umngeni.gov.za

The closing time for receipt of Tenders is **12h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

SCHEDULE OF CONTENT

SECTION	DESCRIPTION	NUMBER
SECTION A	INVITATION TO TENDER/BID	1-4
SECTION B	MBD 3.1: PRICING SCHEDULE	5
SECTION C	MBD 4: DECLARATION OF INTEREST	6-8
SECTION D	MBD 6.1: PREFERENCE POINTS CLAIM FORM	9-14
SECTION E	MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	15-16
SECTION F	MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	17-19
SECTION G	MUNICIPAL RATES AND SERVICES	20-21
SECTION H	AUTHORITY TO SIGN A BID	22
SECTION I	GENERAL CONDITIONS OF CONTRACT	23-31
SECTION J	SPECIAL CONDITIONS OF CONTRACT	32-34
SECTION K	TERMS OF REFERENCE	35-42

**MBD1
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE uMngeni Local Municipality					
BID NUMBER:	UMN 06/2023	CLOSING DATE:	30 November 2023	CLOSING TIME:	12PM
DESCRIPTION	Appointment of a Service Provider for The Provision of a Digitized Mobile and Web Based Digitized Traffic Contravention System with A Cloud Based Backup System Inclusive of Speed Cameras and ANPR for 36 months.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
CORNER OF SOMME AND DICKS STREET					
HOWICK					
3290					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
(SPECIFIC GOALS MUST BE COMPLIED WITH, TO CLAIM PREFERENCE POINTS)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	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		DEPARTMENT			
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:.....

PRICING SCHEDULE
(SERVICES)

NOTE: PRICES QUOTED BY THE BIDDER WILL BE USED AS FINAL FORM OF OFFER. ANY CONTRACT PRICE ADJUSTMENTS WILL BE SUBJECT TO THE AVERAGE CONSUMER PRICE INDEX (CPI) AT THE ANNUAL ANNIVERSARY OF THE CONTRACT. FAILURE TO SIGN THE PRICE PAGE BELOW WILL INVALIDATE YOUR BID. FAILURE TO WRITE THE AMOUNT IN WORDS WILL RESULT IN THE BID BEING REJECTED FOR ADMINISTRATIVE COMPLIANCE.

Name of Bidder..... Bid Number.....
Closing Time Closing Date

OFFER TO BE VALID FOR 120 **DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION OF FEES AS PER SPECIFICATIONS	RATES (Rand)
1.	Fixed fee per successfully concluded handwritten Sect. 341 including financial Institution transaction cost.	
2.	Fixed fee per successfully concluded handwritten Sect 54 including financial Institution transaction cost.	
3.	Fixed fee per successfully concluded handwritten Sect. Sect. 56 including financial Institution transaction cost.	
4.	Fixed fee per successfully concluded handwritten AARTO notice, including financial Institution transaction cost.	
5.	Fixed fee per successfully concluded Camera Fine, including financial institution transaction cost and postage cost.	
6.		

Bidder's Signature: _____

Date: ____/____/____

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons

in the service of the state and who may be involved with
the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 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.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
Price	80
Specific Goals	20
Total points for Price and Specific Goals	100

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

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

2. DEFINITIONS

- (a) **“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;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“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
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

proof/ documentation stated in the conditions of this tender:

- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership Goals	10	5		
Empowerment Goals	4	2		
Reconstruction & Development Programme Goals	4	2		
Other Goals (Specify)	2	1		
Total Points Allocated to Specific Goals	20	10		

4.3 Ownership

Gender and youth ownership

Women ownership / men ownership (must be South Africa)

Specific Goal(s)	Weight	80 20 PP	90 10 PP	Source Document Verification
Ownership Categories :				
Gender Based Ownership %				
Women Ownership(*Must be South African)				
Women ownership - 100%	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
Women ownership - > 51%	50%	5	2,5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
Women ownership less than 51%	30%	3	1,5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
Youth Development : (Below 35 Years)				
Youth ownership - 100%	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
Youth ownership atleast 51%	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
Youth ownership less than 51%	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate

4.4 Empowerment

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Source Document Verification
	Sub-Contracting : Empowerment				
1	Local Economic Development Sub-Contracting				
	1. At least 30% of the value of the contract is sub-contracted to local SMME	100%	4	2	For accommodating 30% for Subcontracting in the BOQ
	2. for a maximum of 29% of the value of the contract is sub-contracted to local SMME	50%	2	1	For accommodating 30% for Subcontracting in the BOQ
	3. for 0% of the value of the contract is sub-contracted to local SMME	0%	0	0	For accommodating 30% for Subcontracting in the BOQ
	4. Enterprise at least 51% ownership by Military Veterans	50%	2	1	ID copies of directors, Company Registration documents with Shareholder's certificates; and Verified proof of service
	5. Enterprise 100% owned by Military Veterans	100%	4	2	ID copies of directors, Company Registration documents with Shareholder's certificates; and Verified proof of service
	6. Enterprise less than 51% ownership by Military Veterans	30%	1,2	0,6	ID copies of directors, Company Registration documents with Shareholder's certificates; and Verified proof of service
	7. People with Disabilities Points for 100% ownership	100%	4	2	Confirmation from a qualified and authorized medical practitioner
	8. People with Disabilities at least 51% ownership	50%	2	1	Confirmation from a qualified and authorized medical practitioner
	9. People with disabilities Points, less than 51% ownership	30%	1,2	0,6	Confirmation from a qualified and authorized medical practitioner
	10. Points for 100% local employees	100%	4	2	Cipro Details confirming ownership, ID Copy, copy of CSD showing business address
	11. Points, at least 51% local employees	50%	2	1	Confirmation of the company's employee(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa)
	12. Points, less than 51% local employees	30%	1,2	0,6	Confirmation of the company's employee(s) ward and voting district as per the IEC (Independent Electoral Commission of South Africa)

Kindly note that suppliers can only be scored in one category even if you qualify for more than 1 category.

4.5. Reconstruction & Development Programme Goals Promotion of Local Business (s)

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Source Document Verification
	Reconstruction and Development :				
1	Promotion of Local Business(s)				
	1. Enterprise Located within the Local Municipality	100%	4	2	Utilities : Directors or Co. Affidavit Existing Lease Agreement
	2. Enterprise Located within the District Municipality	50%	2	1	Utilities : Directors or Co. Affidavit Existing Lease Agreement
	2. Enterprise Located within the Province	25%	1	0,5	Utilities : Directors or Co. Affidavit Existing Lease Agreement

4.6 Other

Business owned by black people.

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Source Document Verification
	Other Categories :				
1	Specify Other Goals				
	1. an EME or QSE which is at 25% - 50% owned by black people;	100%	2	1	Sworn Affidavit - QSE/EME General and Bank Confirmation Letter

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number:

5.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This 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:

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description) in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
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. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

SECTION G
MUNICIPAL RATES AND SERVICES

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

I, THE UNDERSIGNED (NAME)

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

.....
Signature Date

.....
Position Name of Bidder

SECTION H AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by signing the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

whose signature is

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(if the space provided is not enough please list all the director in the resolution letter)

Note:

The following document must be attached to this form according to the status of the enterprise, in the form of a resolution authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise, and **such resolution shall include a specimen signature of the signatory.**

Co-operative:	Resolution letter from the directors
Close Corporation:	Resolution letter from the directors
Company:	Resolution letter from the director/s
Sole Proprietor:	Resolution letter from the director
Partnership:	Resolution letter from the director
Joint Venture / Consortium:	Resolution/agreement passed/reached' signed by the authorised representatives of the enterprises.

Note: Director/s may appoint themselves if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Failure to complete, sign and date this form or failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

SECTION I GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 markets 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

1.1 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.

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

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

3. General

1.1 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.

1.2 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

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

5. Use of contract documents and information; inspection.

a. 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.

b. 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.

c. 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.

d. 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

- 1.1. 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.

2. Performance security

- 1.1 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.
- 1.2 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.
- 1.3 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:
 3. 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
 4. a cashier's or certified cheque
- 1.4 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.

2. Inspections, tests, and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who 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.
- 2.8 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

- a. 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.
- b. 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

- a. 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.
- b. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- a. 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

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

13. Incidental Services

- a. 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.
- b. 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

- a. 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

- (ii) purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- a. 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.
- b. 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.
- c. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- d. 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.
- e. 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

- a. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- b. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- c. 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.
- d. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- a. 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

- a. 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

- a. 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

- a. The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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

- a. 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

- a. 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.
- b. 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.
- c. 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.

- d. 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.
- e. 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.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - a. the name and address of the supplier and / or person restricted by the purchaser.
 - b. the date of commencement of the restriction
 - c. the period of restriction; and
 - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- a. 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.
- b. 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

- a. 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

- a. 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.
- b. 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.
- c. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- d. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- e. 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

- a. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - i. 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
 - ii. 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

- a. 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

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

31. Notices

- a. 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
- b. 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

- a. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- b. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

- c. 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

- a. 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

- a. 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).
- b. 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.

SECTION J SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. CONTRACT PERIOD

1.1 36 months

2. EVALUATION CRITERIA

There are **four (4)** main steps in the selection process, namely, ensuring that bids comply with administrative Compliance, Mandatory Requirements, Functionality, Price and Preference Points.

2.1 Step 1 - Administrative Compliance

Check and verify compliance with the submission and completion of compulsory bid documents as prescribed by the municipality.

The following documents are returnable:

CRITERIA		YES	NO	REMARKS
Section A	Invitation To Tender/Bid			Comply, Complete and sign
Section B	MBD 3.1: Pricing Schedule			Comply, Complete and sign
Section C	MBD 4: Declaration of Interest			Comply, Complete and sign
Section D	MBD 6.1: Preference Points Claim Form			Comply, Complete and sign
Section E	MBD 8: Declaration of Bidder's Past Supply Chain Management Practices			Comply, Complete and sign
Section F	MBD 9: Certificate of Independent Bid Determination			Comply, Complete and sign
Section G	Municipal Rates and Services			Comply, Complete and sign
Section H	Authority To Sign A Bid			Comply, Complete and sign
Section I	General Conditions of Contract			Comply, Complete and sign
Section J	Special Conditions of Contract			Comply
Section K	Terms Of Reference			Comply

2.2 Step 2 – Mandatory Requirements

2.2.1 Registration with the Financial Services Conduct Authority (FSCA),

2.2.2 The solution must meet ISO 9001:2015 standards,

2.2.3 SANS1795

2.2.4 Failing to comply with the mandatory requirements will result in disqualification of the bid submitted.

2.3 Step 3 – Functionality

2.3.1 Prospective bidders will be scored on functionality prior to being evaluated on preference points. Bidders must obtain a minimum of 70% points on the functionality scoring.

Item	Criteria	Evaluation Guidelines	Maximum Points	Score (To be filled by Bid Evaluation Committee)
1	Establishment and Registration of the Company	1-5 years in camera services, traffic contravention software, and payment channels: 5 points 6 years plus: 10 points (verification of CIPC information will be conducted by the municipality) No proof: 0 Points	10	
2	Resources and Infrastructure	Minimum two (2) semi-fixed red light and speed cameras with in-built ANPR and multi-lane speed detection: 10 points No proof: 0 Points Minimum thirty (30) handheld devices: 10 points No proof: 0 Points Ownership or Authorization for Bluetooth laser printers for section 56 notices and 341 notices: 10 points No proof: 0 Points (Proof of ownership or Authorization letter from OEM required)	30	

3	Software and Connectivity	Proof of ownership of back-office system: 15 points (OEM Letter(s) required) No proof: 0 Points Mobile interface Android 11 or higher: 5 points No proof: 0 Points Web interface for traffic contraventions and online payments: 10 points No proof: 0 Points Centralized storage and data management with certified security protocols: 10 points (OEM letters required) No proof: 0 Points In-vehicle wireless connectivity: 5 points No proof: 0 Points	45	
4	Number of References in Municipalities and/or Government Institutions	1-5 sites: 5 points More than 5 sites: 15 points (Contactable reference letters stipulating duration of the contract required. Non-attachment leads to zero scoring)	15	
5	Location of Cameras Manufactured or Purchased	Bought/manufactured internationally: 5 points Bought/manufactured in South Africa: 10 points. (Proof to confirm the product's origin required. No submission leads to zero scoring)	10	

2.4 Preferential Point Evaluation

2.4.1 This bid will be evaluated using the 80/20 preference point system.

2.4.2 Bidders must comply with MBD 6.1 Declaration form to claim preference points.

TERMS OF REFERENCE

TENDER NO: UMN 06/2023

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF A DIGITIZED MOBILE AND WEB BASED DIGITIZED TRAFFIC CONTRAVENTION SYSTEM WITH A CLOUD BASED BACKUP SYSTEM INCLUSIVE OF SPEED CAMERAS AND ANPR for 36 MONTHS.

SCOPE OF WORK

SPEED LAW ENFORCEMENT EQUIPMENT AND CAMERA SERVICES

1. The service provider will provide the following cameras.
 - a. 4 Multilane speed cameras with onboard ANPR
 - b. Capability to measure vehicle speed up to 320km/h
 - c. 4 portable laser speed cameras with user guide, hard container, cables (including car adapter), GPS, 4G, touch-screen monitor, ANPR for number plate recognition, 128GB SSD Storage.
 - d. 4 tripods with carry cases
 - e. 2 external batteries with a 6 -8-hour continuous operation.
2. Fixed camera systems must provide for multiple lane speed and red-light violation enforcement as required.
 - a. Multilane & multi-object 4D radar for maximum detection rate.
 - b. Dual optical zoom with remote setup and management.
 - c. Ability to categorise vehicles: Pedestrian, bicycle, motorbike, passenger car, transporter, truck/bus, long truck.
 - d. Online and offline modes for real-time data transfer with internal data storage when offline.
 - e. Cameras should be automatically integrated to the back office with data transfer also being automated with a back-office interface for event monitoring.
 - f. SDKs should be provided to integrate with the back-office system.
3. The service provider must:
 - a. Inspect the cameras and ancillary equipment at least once per month to ensure that the cameras and ancillary equipment are in good working order, neat and well always maintained.
 - b. 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 to facilitate inspection and operation of the fixed cameras.
 - c. 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.
 - d. Repair any damage to or defects in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera must be made operational on the relevant site immediately on notification from the Municipality. Replacement cameras must comply with all requirements in terms of this contract.
 - e. Calibrate the cameras at 6 (six) monthly intervals, or at such other intervals as may be required by the Municipality from time to time and ensure that the updated calibration certificates are always provided to Municipality and be on site during operations.
 - f. Provide on-site field support to the Municipality's employees.

- g. Provide training workshops in the use of the cameras and ancillary equipment to the employees of the Municipality and thereafter as and when required by the Municipality.
- h. Establish a service desk to support the functionality of the Traffic Contravention System.
- i. Real time uploading all camera images, data and capture any additional particulars as may be required to successfully prosecute the offence.
- j. Ensure that the service provider system "force" each image to be adjudicated by an Officer after it has been verified by the Service Provider and be capable of identifying the Officer responsible for the adjudication.
- k. Ensure that the service provider system shall not allow any image to be tampered with, deleted, cancelled, or rejected by ANY person other than the adjudicating officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted, or rejected by each adjudication officer with appropriate reasons for rejections.
- l. Provide the Municipality with the daily 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 for the duration of the contract.
- m. Provide an internet facility which must include, but not be limited to, viewing of all images and related data captured by the cameras and the payment of any camera related fines.
- n. Web based real-time payment facility.
- o. Make available the images and data to the Municipality, or any other party as directed by the Municipality.
- p. Produce expert evidence in court supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds, provided that the intellectual property of the manufacturers of the cameras is not compromised.
- q. Provide the Municipality with a system for remote monitoring of camera operation. Service providers must be able to demonstrate this capability upon appointment.
- r. Ensure that they can interface with the eNaTIS system.

AUTOMATIC NUMBER PLATE RECOGNITION (ANPR) SYSTEMS

- 4. The ANPR system must comprise of the following:
 - a. Up to 120 FPS
 - b. Laptops for manual enquiry and viewing of camera images
 - c. Driver's License scanner
 - d. Online cashier facility with receipt printing
 - e. On site representation capturing
 - f. On site printing of warrants of arrest and control documents
 - g. System to be fitted in Service Provider's Minibus.
 - h. System must operate completely from vehicle / battery / solar power
 - i. Technical assistant must be available 24/7
 - j. All equipment must be in a good working order.

HANDHELD DEVICE AND NOTICE ISSUING DEVICES

- 5. Minimum of 30 (thirty) handheld devices.
 - a. Live, real-time integration with the contravention system, eNaTIS system and SAPS stolen vehicle database.
 - b. Functionality to issue Section 341, Section 56, and By-law notices through the mobile application at roadblocks and roadside.
 - c. The mobile notices issued on the side of the road must be available for payment, representation, or other processes on the contravention system.
 - d. The device must have the ability to look-up vehicle details (including owner, make, type, VIN, license validity, vehicle status, etc.) as well as the valid driving license.

- e. The device must have the ability to use the officer's current location (GPS) as place of offence when issuing a notice.
- f. Must have the ability to issue notices when the mobile device is offline.
- g. The device must be fitted with dual sim capability to allow operations with at least two sim cards from different 3G network providers to ensure maximum communication uptime.
- h. Device battery life on a single battery charge of at least 8 hours of continual use.
- i. Portable battery-operated printer linked to the handheld \ with the correct fine amount prepopulated.

SERVICE CENTRE SERVICES

6. The service provider shall:

6.1 Establish a Service Centre

- a. Establish a Service Centre at conveniently located premises as agreed in writing with the Municipality.
- b. Bear all associated costs of the service Centre and its operation including, rental of the premises, alterations, furnishing and equipment, IT Equipment, staffing, telephones, communication facilities, networking, postage, materials, and consumables.
- c. Ensure that the service Centre is operated by the service provider employees during the Municipality's normal office hours, or any other hours as may be agreed in writing between the parties.
- d. Provide and operate a service provider system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977) or as amended.
- e. Implement measures to ensure that the service Centre operations comply with directives of the Municipality, the courts, and the Directorate of Public Prosecutions

6.2 Staffing, sub-service Contractor and agents

- a. Appoint adequate staffing as required by the service provider to fulfil its obligation in terms of the provisions of this agreement.
- b. Provide adequate management expertise and supervision in the service Centre to effectively manage all its functions.
- c. Ensure that all service provider employees are suitably qualified and/or trained to perform duties of the service provider in terms of this agreement.

6.3 Hardware, software, and networking

Provide sufficient hardware, software, and networking to meet its obligations in terms of this agreement and to operate the service provider system at optimal efficiency. To manage and maintain its hardware, software, and networking with due diligence, which entails at least the following.

- a. Hardware, software, and networking maintenance User manuals
- b. Backup and recovery High system availability Disaster recovery
- c. Business continuity Software legitimacy
- d. Security, software updates and virus, malware, spam etc. Protection
- e. On-going training for the Municipality's employees in the optimal use of the service provider's systems
- f. Provide internet access to the service provider's system with the correct security and access permissions to the Municipality employees.
- g. Ensure the System Interface with the current finance system of the Municipality.
- h. Make available to the municipality every month (from the end of the first month of the contract until the end of the last month of the contract) all the data of that specific month in electronic media that is acceptable to the municipality, in such a way that the municipality's designated employees can fully use the data, without the service provider's system, that is they are able to use, read, copy, print the data and be able to transfer the data to another system.

6.4 Functions performed by the Service Centre:

- a. Automatically update the service provider system by importing offence records from camera related offences.
- b. Provide sufficient technical support and provide expertise to ensure that the service provider's system continues to perform optimally, that any technical problems on cameras are resolved immediately without any delays.
- c. Establish an interface with the e-NATIS system to automatically obtain name and address details of registered owners of offending vehicles and update the service provider system accordingly.
- d. Establish an interface with the e-NATIS system that allows enquiries on the ownership particulars of individual vehicles directly on the e-NATIS system.
- e. Generate, print, and process the following documents and, where applicable provide postage and ensure the mailing thereof as necessary:
 - I. Section 341 notices (camera mailers)
 - II. Notification of No Admission of Guilt offences
 - III. Notification of Red-light Violation Offences and other offences
 - IV. Notice Before Summons (2nd notice)
 - V. Include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.

7. Reporting

- a. Comparison of monthly offence volumes.
- b. Provide a status report of all offences at the various processing stages monthly.
- c. Ensure that the service provider system provides a cancellation report of old cases after the manual cancellations were done by the Municipality as per directive of the applicable court daily.
- d. Ensure that the service provider system provides a detailed report of revenue and expenditure of all payments together with a list of all payments made by credit cards monthly.
- e. Ensure that the service provider system provides an option to print a blank court register, standard letters as well as charge sheets when needed at court.
- f. A detailed report of the outstanding representation results outlining the initial amount per infringement and the reduced/cancelled amount per infringement.
- g. Provide monthly statistics on officer's productivity on daily basis.
- h. Comparison of collision occurred, and law enforcement done on different locations as per municipality's request.
- i. Ensuring that the service provider system is fully auditable and able to produce reports and on-screen logs of all activities on the system for each offence, including the time and date of the offence, details of the user and activities, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user.
- j. Ensure that the service provider system can create monthly maintenance report, upload of Municipality charge book for easy reference and camera data export report.
- k. Ensure that the service provider system can control 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.
- l. Ensure that the service provider system provides a data captured statistics report of each user daily.
- m. Ensure that monthly statistics is available by the 1st of each month. On productivity of both fixed & portable digital cameras.
- n. Ensure an immediate response on ad hoc reports needed for management purposes.
- o. Resolving problems on software on site and without delay.

- p. Ensure that extraction of statistics is done immediately e.g., Notice issued by officer per officer code, statistics by groups or laws enforcement done on a specific offence.

8. PAYMENT FACILITIES

The service provider shall:

- a. Ensure that the service provider system has an integrated cashiering facility that enables the traffic officers to take Spot Fines.
- b. Other payments would be for Admission of Guilt Fines and Contempt of Court Fines online or at remote workstations.
- c. Ensure that the service provider system provides for the following in respect of cashiering transactions:
 - System printed receipts.
 - Show balance of outstanding fine amount on receipts per individuals.
 - Receipt reprints by authorized supervisor.
 - Cancellation of payment transactions only by authorized supervisor.
- c. Cancellation of previous dates not reflecting on current transaction date only by authorized supervisor.
- d. Allow taking of payments before the corresponding notices have been captured.
- e. Daily cashing-up reports showing the daily transactions for the cashier and giving the amounts taken by payment type (cash, cheque, etc.
- f. Provide report showing payments transactions cancelled by authorized supervisor.
- g. The service provider will indemnify the municipality against any third-party claims because of the service provider's direct or indirect negligence.
- h. Provide a website that allows the public to enquire on outstanding fines. The system should allow the public to register to view their outstanding fines. electronic payment of fines after electronic validation of the fine payments on the service provider system, electronic updating of the service provider system with fine payments so taken, electronic transfer of money taken for fines into the Municipality's bank account.
- i. Facilitate payment by 3rd parties such as banks.
- j. Import and export of a daily consolidated data file received in harmony with the Municipality's financial system of all categories of traffic fine payments to record on the service provider system the payments envisaged above.

9. OFFENDER TRACING AND CALL CENTRE

The service provider must:

- a. Establish and operate an outbound compatible Call Centre including a SMS service which shall be utilized to perform the following functions:
 - I. Trace offenders with inaccurate address details telephonically.
 - II. Update service provider system with change of offender details.
 - III. Remind offenders of upcoming court dates.
 - IV. Notify offenders of warrants of arrest authorized.
 - V. Any other activity that may be necessary to communicate with or trace offenders.
- b. Take effective steps to ensure that call Centre employees conduct the various type of telephone calls to offenders in accordance with scripts approved by the Municipality.
- c. Trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up-to-date particulars such as details and telephone numbers from commercial databases available from credit bureaus.

- d. Create and maintain a database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender's database whenever more recent or more accurate particulars of an offender obtained.
- e. Utilize the confirmed particulars in the offender database in the first instance to produce notices and summonses.
- f. Ensure that the- service provider system has the facility to produce reports detailing conflicts between the information captured and the information received from the NaTIS system.
- g. Ensure that the service provider system has the facility to record the registration numbers of vehicles using false number plates and prevent notices from being sent to the legitimate owners of such vehicles (Discourage cloning of registration plate).
- h. Provide reports to the Municipality giving details of vehicles using false number plates.

10. WARRANT OF ARREST ADMINISTRATION AND PLANNED ROADBLOCK SUPPORT

The service provider must:

- a. Ensure that warrants of arrest are properly cancelled upon expiry of their period of validity and marked as cancelled on the service provider system.
- b. Provide facilities for the immediate production and printing of Section 54 summonses at the roadside to allow serving on previously untraceable persons.
- c. Provide facilities for the immediate production and printing of scanned copies of warrants of arrest and control documents at roadside enforcement operations.
- d. Provide facilities for online enquiries on the service provider system and the viewing of camera images at the roadside.
- e. Provide facilities for online payments on the service provider system at the roadside.
- f. Provide secured facilities accepted by the Municipality for the taking of fine payments at planned roadblocks when this is approved by the Department of Justice.
- g. Assist with roadside enforcement operations by:
- h. Providing the equipment necessary for conducting of the efficient roadside enforcement operations, including portable computer, printers, scanners, fax, facilities, electronic information generators, signs, cones, retro-reflective barrier tape fitted in a minibus.
- i. Preparing and updating the database for the Automatic Number Plate Recognition System, including outstanding warrants of arrest, duplicates number plates, outstanding summonses, stolen vehicles, unknown addresses, or any other data sets specified by the Municipality, which will be fitted in a vehicle.
- j. Operations will be as per request of the Municipality including weekends and holidays

11. SERVICE FEE:

- a. The Service Provider will be paid on paid camera offences in terms of the TCSP guidelines from the date the agreement is signed and regarding offences captured with the successful Service Provider's equipment.
- b. A paid fine is a fine that has been settled by the payment of one fine amount regardless of how many charges were included in the fine.
- c. A phasing out period of six (6) months dry run period shall apply for the dry period and payment of outstanding fines, calculated from the first day after the expiry date of the agreement.
- d. The Service Provider shall for this period allow the municipality to have access to its contravention system. During this period, payments shall be accepted by the municipality and representations shall also be done. The Service Provider shall be entitled to a service fee on paid fines as per the original agreement.

- e. The Service Provider shall within seven (7) days after the end of each month submit separate reports for the payment of cameras fines and third (3rd) party payments to the municipality. The invoices (camera payments and third (3rd) party payments) shall be separated for payment purposes.

12. SPECIAL CONDITIONS

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

13. INDEMNITY

The Service Provider should agree to indemnify, hold harmless and defend the Municipality and its officers, employees, agents, and representatives from and against the following damages, loss and liabilities (hereinafter collectively referred to as "Liability") arising as a result of the negligence or fault of the Service Provider.

Any liability regarding claims by governmental authorities or others for non-compliance by the Service Provider with any Act of Parliament, law, ordinance, regulation or by-law made by Lawful authority provided that such compliance therewith was required for the execution of this Agreement.

Any liability arising out on intentional or negligent acts, or omissions to act, of the Service Provider.

Any liability arising from claims about the death of, or injury to, the Service Provider or the death of, or injury to, third parties due to the Service Provider's negligence (excluding the Municipality's employees in respect of whom the Municipality holds the Service Provider harmless); and any liability arising from any loss of, or damage to, property (including Municipality property and/or equipment of the Service Provider).

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Agreement, the Municipality shall not be liable to the Service Provider for any indirect / direct or consequential loss or damage, including without limitation, loss of profit, revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract.

OWNERSHIP OF INFORMATION

The Municipality will retain ownership of the contents of the database and the Service Provider to submit same to the Municipality in a format compatible to the Municipality system.

TURNAROUND (RESPONSE TIME)

A successful bidder should be able to respond when called within 14-days to provide the required services to the Municipality. Resolving problems on software on site and without delay within 24 hours.

TRAINING

Training on all equipment/software need to be provided in the full package as and when required.

ALTERNATIVES OFFERED

If there are alternatives to be offered, the schedule hereunder is to be marked NIL and signed by the Bidder.

Bidders wishing to bid on alternative products that differ from the requested specification may do so, only if a detailed pricelist that includes the name, make, model and price of such items is submitted and attached.

Only ISO/SANS/SABS or items registered with the relevant authority will be considered.

CRITERIA FOR EVALUATING TECHNICAL TENDERS

The below mentioned criteria regarding functionality is required for responsiveness and therefore, eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the project (s) according to specifications. Non-compliant bidders will be rejected after this phase and not continue to price scoring. These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price.

A minimum total score of 70 is required to move to the next level of adjudication else the tenderer will be rejected,

Non-compliant bidders will be rejected after this phase and not continue to price scoring.

These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price.

NOTE:

1. The estimated number of notices issued per month must only be used for information purposes.
2. Monthly service fees paid shall only be for the actual number of cases successfully concluded per month and the actual number of accident reports captured per month.
3. Monthly fees charged for items 1 and 2 shall be inclusive of the mailing cost for all camera related postages, Notices before Summons, Notices before Warrant of Arrest, Representation Results, AARTO related notices, etc.
4. Postage cost must be inclusive in the fees for items 1 and 2 above.