



DEPARTMENT: TRAFFIC AND EMERGENCY SERVICES

DIVISION: TRAFFIC SERVICES

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING OF THE TRAFFIC MANAGEMENT SYSTEM FOR THE TRAFFIC BACK OFFICE, RED ROBOT, SPEED CAMERA LAW ENFORCEMENT, AUTOMATED NUMBER PLATE RECOGNITION SYSTEM AND THE DIGITAL PORTABLE TRAFFIC INFRINGEMENT NOTICE SYSTEM AND GADGETS ON A 36-MONTH PERIOD.

BID NUMBER : 23-2023/2024

CENTRAL SUPPLIER DATABASE NUMBER:

(CSD NO)
NAME OF THE BIDDER :

ADDRESS :

TELEPHONE NUMBER :

CELLPHONE NUMBER :

FAX NUMBER :

E-MAIL ADDRESS :

B-BBEE LEVEL :

BID AMOUNT :

CLOSING DATE : 17 JANUARY 2024

CLOSING TIME : 12:00 P.M.



BID NO: 23-2023/2024: APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASING OF THE TRAFFIC MANAGEMENT SYSTEM FOR THE TRAFFIC BACK OFFICE, RED ROBOT, SPEED CAMERA LAW ENFORCEMENT, AUTOMATED NUMBERPLATE RECOGNITION SYSTEM FOR 36 MONTHS PERIOD.

DEPARTMENT: TRAFFIC & EMERGENCY SERVICES

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Bids are hereby invited for the Appointment of a Service Provider for the leasing of the traffic management system for the red robot, speed camera law enforcement, automated numberplate recognition system for a 36 month period, and the provision of digital portable traffic infringement notice system and gadgets.

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy are downloadable from Publication Portal at www.mogalakwena.gov.za at no fee.

The completed Bid document and Tariff and/or Fee Structure signed must be sealed in an envelope marked Bid number 23-2023/2024. **Bid description : APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF THE TRAFFIC MANAGEMENT SYSTEM FOR THE TRAFFIC BACK OFFICE, RED ROBOT, SPEED CAMERA LAW ENFORCEMENT, AUTOMATED NUMBERPLATE RECOGNITION SYSTEM FOR A 36 MONTHS PERIOD.**

The closing date is, **17 JANUARY 2024** at 12:00p.m and should be deposited in the tender box at the Mogalakwena Local Municipality, 54 Retief street, Mokopane, not later than 12:00p.m

The Council also reserves the right to negotiate further conditions and requirements with the successful bidder.

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

THIS BID IS SUBJECT TO THE, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2022, AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations).

Inquiries related to this bid should be addressed to the user division, Mr. R Machete or Ms. S Komane at Telephone number 015 491 9823 , For administration related query should be directed to supply chain management, at 015 4910 9649/9662

54 Retief Street
Mokopane
0601

PLEASE NOTE

The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes, and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Mogalakwena Local Municipality or any other organ of the State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Willfully neglected, reneged on, or failed to comply with any government, municipal, or other public sector contract during the past five years; or
- h) 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) or has been listed on the National Treasury's database as a person prohibited from doing business with the public sector.

FORM "A"

BID NO: 23-2023/2024

I/We, the undersigned:

- a) Bid to supply and deliver to Mogalakwena Local Municipality all or any of the supplies and to render all the articles, goods, materials, services, or the like described both in this and the other Schedules to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms, and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Forms, MBDs, and the Annexures attached hereto, should this bid be accepted in whole or in part;
- d) Confirm that this bid may only be accepted by the Mogalakwena Local Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed at**this** **Day of** **20**.....

Signature of the Bidder: _____

(Where the bidder is a partnership or Company, a resolution authoring the signatory to sign the document on behalf of the Company/partnership must be attached)

Name of Bidder: _____

Professional Registration No, if any, attach proof)

Address: _____

Date: _____

As Witness: 1. _____

 2. _____

Particulars of Sole Proprietors and partners in partnerships

Name	Identity Number	Personal Income Tax Number

(Attach of identity Document, if the bidder is a Sole Proprietor and/or partner in partnership)

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney, or otherwise.

I/We the undersigned am/are authorized to enter into this contract on behalf of:

by virtue of _____

dated _____ a certified copy of which is attached to this bid.

Signature of authorized person/people: _____

Name of Firm: _____

Date: _____

As witness: 1. _____

2. _____

Please Note:

The prices at which bids are prepared to perform the services must be placed in the column on the Form provided for that purpose.

Failure on the part of the bidder to sign the Form of Bid and initial each page of this bid document will result in a bid being disqualified.

Bank account details of bidder:

Bank: _____

Branch: _____

Branch Code: _____

Accounting Number: _____

Type of Account: _____

Please note:

- PROOF THAT THE MUNICIPAL ACCOUNT IS PAID IN FULL IS TO BE ATTACHED (ARRANGEMENTS MADE WITH THE COUNCIL WILL BE TAKEN INTO CONSIDERATION).
- THE AUTHORIZED SIGNATORY MUST SIGN ANY ALTERATIONS TO THE BID DOCUMENT IN FULL
- ANY COMPLETION OF THE BID DOCUMENT IN ERASABLE INK WILL NOT BE ACCEPTED

BIDDING INFORMATION

Details of the person responsible for the bidding process

Name _____

Contact number _____

Address of office submitting bid _____

Telephone _____

Fax no _____

E-mail address _____

VAT Registration Number _____

Has an original and valid tax clearance certificate been attached? Yes/No

Has a B-BBEE status level verification certificate been submitted? Yes/No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CC):

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS):

A REGISTERED:

(Tick applicable box)

ARE YOU THE ACCREDITED REPRESENTATIVE:

Yes/No

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? (IF YES ENCLOSE PROOF)

AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall conform their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example of a company is shown below:

“By resolution of the board of directors passed on _____ 20_____

Mr/Ms. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract _____ No _____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company: _____

In his/her capacity as:

Signature of signatory _____

Date: _____

As witness: 1. _____

2. _____

FORM “B”

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

1. **“Acceptable bid”** means any bid, which in all respects, complies with the conditions of the bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2022).
2. **“Chairperson”** means the chairperson of the Mogalakwena Local Municipality Bid Adjudication Committee.
3. **“Municipal Manager”** means the Municipal Manager of the Municipality.
4. **“Committee”** refers to the Bid Adjudication Committee.
5. **“Council”** refers to Mogalakwena Local Municipality.
6. **“Member”** means a member of the Bid Adjudication Committee.
7. **Service providers”** refers to the bidders who have been successful in being awarded Council contracts.
8. **SMMEs”**(Small, medium, and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996.
9. **Contract”** refers to legally binding agreement between Mogalakwena Local Municipality and the service provider.
10. **Bid** “means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. **Contractor”** means any natural or legal person whose bid has been accepted by the Council.
12. **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.
13. **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.

INTERPRETATION:

1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes:-
3. Any reference to any statute, regulation, other legislation, or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. When any number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Mogalakwena Local Municipality.

On the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into this bid);

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Mogalakwena Local Municipality during the validity period indicated and calculated from the closing time of the bid.

This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s), and/or Annexure(s) attached hereto with which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract within 12 months when called upon to do so, the Mogalakwena Local Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby

undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Mogalakwena Local Municipality legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this tender.

I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents, and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfillment of this contract.

I/we declare that I/we have participated /no participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved: _____

FORM "C"

General Conditions of Contract

1 DEFINITION

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 the 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 are substantially different in basic characteristics or purpose or utility from its components.
- 1.7 "**Day**" means calendar day.
- 1.8 "**Delivery**" means delivery in compliance with 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 consignee 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 goods are so delivered and a valid receipt is obtained.
- 1.11 "**Dumping**" occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which has the potential to harm the local industries in the RSA.
- 1.12 "**Force majeure**" means an event beyond the control of the supplier not involving the supplier's fault or negligence and not foreseeable. Such events may include but are 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 component parts or materials that 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 goods 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, component, 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 **“Supplier”** means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.
- 1.26 **“Tort”** means in breach of contract.
- 1.27 **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product/service required by the contract.
- 1.28 **“Written”** or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts, and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting, and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of the contract are also laid down to cover specific goods, services, or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser if so required by the purchaser.

6. Patent Rights

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

6.2 When a supplier develops documentation/projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder furnishes to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests, and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is Made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests, and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests, and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

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

16. Payment

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

17. Prices

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

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under 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 performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding the 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 the contract.

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or service 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 the performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends to impose a restriction on a supplier or any person associate, the period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed should be allowed. Should the supplier fail to respond within the stipulated fourteen (14) days, the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director, or another 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 purchaser actively associated.

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

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

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

23.7. If a court of law convicts a person of an offense 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. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.3 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort, Or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and Other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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

35.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition, and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

FORM "D"

GENERAL PROCEDURES

1. General Directives

- 1.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders, and contracts unless otherwise approved by the Council prior to the invitation of the bids.
- 1.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 1.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 1.4 The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
- 1.5 Formal contracts are concluded with the contractors only where this requirement is stated in the bid invitation.
- 1.6 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
- 1.7 The written acceptance of the bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2. Issuing of bid documents

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation.

The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any bidder should be accepted if sent via the Internet, e-mail, or fax.

Only the Supply Chain Management Unit will have direct communication with the potential bidders and will facilitate all communication between potential bidders and the Municipality concerning any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval of the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider requests for the extension of the closing dates of the advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: the Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3. Payment of bid documents

Bid documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from the e-tender Publication Portal on www.etenders.gov.za at no fee.

4. Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality, or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin) and

5. Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long-term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

a. The accounting officer may determine a closure date for the submission of bids that is less than the 30 or 14 days requirement, but only if such a shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.

b. Bids submitted must be sealed.

c. The following information must appear in any advertisement:

- Bid number;
- Description of the requirements;
- The place where the bid documents can be obtained;
- The date, time, and venue where the site inspection/briefing session will be (if applicable);
- Closing date and time;
- The fee applicable that must be paid before the bid documents will be issued; and
- The name and telephone numbers of the contact person for any inquiries

6. Site meetings of briefing sessions

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

7. Handling of bids submitted in response to public invitation

7.1 Closing of bids

All bids will close at **12H00p.m** on a date as stipulated in the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

7.2 Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management or his/her delegate.

The official opening of the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

7.3 Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday, or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

7.4 Consideration of bids

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.
- The decision by the Municipality regarding the awarding of a contract must be final and binding

7.5 Evaluation of bids

The following are the criteria against which all bid responses will be evaluated:

Compliance with bid conditions;

- The bid was submitted on time,
- Bid forms were signed and each page initialed
- All essential information provided
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment of Municipal fees

8. Meeting technical specifications and complying with bid conditions;

9. Financial ability to execute the contract; and

- (i) The number of points scored for achieving the specific goals and points scored for price.
- (ii) Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- (iii) Joint Ventures, all companies, that are part of the joint venture, must be registered with the professional body. The company that meets the requirements of a professional body will be considered.

10. Evaluation of bids on functionality and price

10.1 All bids received will be evaluated on functionality only.

11. The conditions of the bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

- I. The number of points scored for achieving the specific goals must be calculated separately and must be added to the points scored for price.
- II. Only bids with the highest number of points will be selected.

12. Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance, however, will only take effect after completion of the prescribed contract form.

The successful service provider will be required to sign the service level agreement.

Unsuccessful bids should not be returned to bidders but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted.

13. Publication of bids results

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

14. Cancellation and re-invitation of bids

- I. In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R 50 000 000-00 (50 million), the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000-00 (50 million) threshold, all bids received must be evaluated on the 80/20 preference point system
- II. In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below, the bid must be cancelled. If one or more of the acceptable bid(s) received is above the R50 000 000-00 (50 million) threshold, all bids received must be evaluated on the 90/10 preference point system

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

Municipal Manager may, prior to the award of a bid, cancel the bid if:

Due to changed circumstances, there is no longer a need for the services, works, or goods requested.

The municipal manager must ensure that only goods, services, or works that are required to fulfill the needs of the institution are procured. Or

Funds are no longer available to cover the total envisaged expenditure.

The municipal manager must ensure that the budgetary provisions exist prior to inviting bids: or

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of the contract, design, and specifications, scope of the contract, or a combination of these, before inviting new bids)

15. Sale and Letting of Asset

The Preferential Procurement Regulations, 2022 is not applicable to the sale and letting of assets

In instances where assets are sold or leased by means of a bidding process, the bid must be awarded to the bid with the highest price.

1. **CONDITIONS OF THE CONTRACT**

- i. Only firm prices will be accepted. Non-Firm prices (Including prices subject to rates of exchange variations) will not be considered. Fix escalation % must be clearly stated for the term of the contract. If no escalation is indicated, no escalation will be allowed (In other words 0% escalation for the three years).

NB: ALL EQUIPMENT WILL BE THE PROPERTY OF THE MUNICIPALITY ON INSTALLATION

- ii. All cost must be clearly identified in your pricing schedule, no additional cost will be allowed.
- iii. Estimates quantities used in the pricing schedule is for evaluation purposes only and may vary
- iv. The successful service provider will have to sign a service level agreement with the municipality before any service can commence

1.1. **FUNCTIONS TO BE PERFORMED BY THE SERVICE PROVIDER:**

The Service Provider must:

- 1.1.1. Automatically update the contractor system by importing offence records from speed cameras as per clause 1.1.5 and Electronic Notice Printers as per clause 4.3.2.4 related offences;
- 1.1.2. Provide high speed document scanning equipment at the Traffic Department to facilitate scanning of documents and electronic transmission of the scanned images for data capturing from the images through the use of a document management system. This system is to be used primarily for handwritten fines that are handed in by officers, but could also be used for other documents as agreed between the Service Provider and Mogalakwena Local Municipality;
- 1.1.3. Provide high speed document scanning equipment at the Mogalakwena Local Municipal office to facilitate scanning of Warrant of Arrests, Sec 56, Sec 341, Representations handed in by the public and or any other relevant documentation to be used in roadblocks by remotely linking to the main office and printing in real time;
- 1.1.4. Capture the data related to the following within 5 working days following the day that it was received by an authorized person of the Mogalakwena Local Municipality:
 - 1.1.4.1 Section 341 notices issued
 - 1.1.4.2 Section 56 notices issued
 - 1.1.4.3 By – law offences
 - 1.1.4.4 Representations received from offenders
 - 1.1.4.5 Representation results
 - 1.1.4.6 Court results
 - 1.1.4.7 Authorization of Warrant of Arrest
 - 1.1.4.8 Name and address changes
 - 1.1.4.9 Change of offender detail
 - 1.1.4.10 Return of Service of summonses
 - 1.1.4.11 Execution of Warrant of Arrest
- 1.1.5. Establish an interface with the NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the contractor system accordingly

- 1.1.6. Establish an interface with the NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the NaTIS system;
- 1.1.7. Generate, print and process the following documents, provide postage and ensure the mailing thereof from a postal service provider located in the Mogalakwena Local Municipality jurisdiction:
 - 1.1.7.1 Section 341 notices (camera mailers) within 30 days of offence date;
 - 1.1.7.2 Notification of No Admission of Guilt Offences within 30 days of offence date;
 - 1.1.7.3 Notification of Red-Light Violation offences within 30 days of offence date;
 - 1.1.7.4 Notice Before Summons (2nd notice);
 - 1.1.7.5 Warrant of Arrest notices;
 - 1.1.7.6 Representation acknowledgement letters;
 - 1.1.7.7 Representation result letters;
 - 1.1.7.8 General letters;
 - 1.1.7.9 Any other documentation required for the successful operation of the Mogalakwena Local Municipal office.
- 1.1.8. Ensure that the layout, design and content of any documentation produced by the Service Provider system and or the contractor sent out to the general public or the Courts are approved in writing by the Divisional Head Traffic of Mogalakwena Local Municipality before being printed;
- 1.1.9. Include a full colour image with all relevant information of the offence on Section 341 notices printed in respect of camera related offences;
- 1.1.10. Include two full colour images (first one before the Stop line and the second one where the vehicle is in the intersection) and all relevant offence details as required by the TCSP on Section 341 notices printed in respect of Red-Light Violations;
- 1.1.11. Generate, print and process the following Court related documentation per Court
 - 1.1.11.1.1 Section 54 Summonses;
 - 1.1.11.1.2 Court Rolls;
 - 1.1.11.1.3 Section 341 Control Register;
 - 1.1.11.1.4 Section 56 Control Register;
 - 1.1.11.1.5 Section 54 Control Register;
 - 1.1.11.1.6 Section 341 Spot Fine Register;
 - 1.1.11.1.7 Pro forma Section 341 spot fines to accompany the Spot Fine Register;
 - 1.1.11.1.8 Admission of Guilt Register;
 - 1.1.11.1.9 Contempt of Court Register;
 - 1.1.11.1.10 Warrants of Arrest including "double contempt" warrants of arrest and "bench" warrants of arrest;
 - 1.1.11.1.11 Warrant of Arrest Register;
 - 1.1.11.1.12 Any other Court related documentation that may be required by the Courts or Mogalakwena Local Municipality
- 1.1.12. Ensure that general housekeeping procedures are established and performed in respect of the contractor system including, but not limited to the following:
 - 1.1.12.1 Create a daily backup of all data and images captured on the Service Provider system to be made available to Mogalakwena Local Municipality on request at no cost to the Municipality;
 - 1.1.12.2 Create a daily full system backup and ensure that it is stored at a secure off-site location as agreed by Mogalakwena Local Municipality and to be made available to the Municipality on request at no cost to the Municipality;
 - 1.1.12.3 Perform system administrator duties such as registering users on the system and assigning user rights;
 - 1.1.12.4 Perform regular, scheduled history runs to remove expired data from the system.
- 1.1.13. Ensure that the contractor system is fully auditable and able to produce reports and screen logs of all activities on the system for each offence, including the time and date of the event,

user, activity details, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user;

- 1.1.14. Ensure that the contractor system is capable of controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users;
- 1.1.15. Under no circumstances accept money on behalf of Mogalakwena Local Municipality except for electronic payments or when requested by the Mogalakwena Local Municipality;
- 1.1.16. Under no circumstances deal directly with the public, the courts or the Directorate of Public Prosecutions, except when authorized by the Municipality.

1.2. **PAYMENT FACILITIES**

The Service Provider must:

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

1.3. **OFFENDER TRACING AND CALL CENTRE COMPLIANCE**

The Service Provider must:

- 1.3.1. Establish and operate an outbound call center which shall be utilized to perform the following functions:
 - 1.3.1.1 Trace offenders with inaccurate address details;
 - 1.3.1.2 Update contractor system with change of offender details;
 - 1.3.1.3 Remind offenders of upcoming court dates

BID NUMBER: 23-2023/2024

BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR LEASING OF THE TRAFFIC MANAGEMENT SYSTEM FOR THE TRAFFIC BACK OFFICE, RED ROBOT, SPEED CAMERA LAW ENFORCEMENT, AUTOMATED NUMBERPLATE RECOGNITION SYSTEM AND THE DIGITAL PORTABLE TRAFFIC INFRINGEMENT NOTICE SYSTEM FOR 36 MONTHS PERIOD.

BID SPECIFICATIONS:

NB: ALL EQUIPMENT WILL BE ON A LEASE BASIS FOR THE PERIOD OF THE CONTRACT

DESCRIPTION	EXPLANATION
Combined Systems Functions	Back office data management and administration of technological law enforcement equipment viz robot & speed law enforcement, ANPR, traffic officer hand held infringement issuing device compatible with CPA 51 of 1977, NRTA 93 of 1996, NLTA 5 of 2009, AARTO Act 46 of 1998, Municipal Bylaws and any other relevant legislation enforcement related to the mandate of the traffic division.
Back Office administration location	Municipal Traffic Station 32 Nelson Mandela Drive Mokopane 0601
Server location	ITC Division Mogalakwena Municipality 54 Retief Street Mokopane 0601 / Cloud based
Pay points Centers	Traffic Department & other authorized pay points
Identified fixed Red light camera location	<ol style="list-style-type: none"> 1. c/o Thabo Mbeki Drive & Geyser Street [North to South] 2. c/o Thabo Mbeki Drive & Geyser Street [South to North] 3. c/o Thabo Mbeki Drive & De Klerk Street [South to North] 4. c/o Thabo Mbeki Drive & De Klerk Street [North to South] 5. c/o Nelson Mandela Drive & Dudu Madisha Drive [East to West] 6. c/o Nelson Mandela Drive & Dudu Madisha Drive [West to East] 7. c/o Dudu madisha Drive & Sussex Street [East to West] 8. c/o Dudu madisha Drive & Sussex Street [West to East]
Identified fixed Speed camera location	<ol style="list-style-type: none"> 1. c/o Thabo Mbeki Drive & Geyser Street [North to South] 2. c/o Thabo Mbeki Drive & Geyser Street [South to North] 3. c/o Thabo Mbeki drive & Revier Street [North & South] 4. c/o Thabo Mbeki Drive & De Klerk Street [South to North] 5. c/o Nelson Mandela Drive & Dudu Madisha Drive [East to West]
Movable unmanned speed camera	1. 2 movable speed cameras are required
Automated number plate recognition device [ANPR]	2. 1 ANPR equipment is required [bus]
Traffic fines payment collection	Across the Republic of South Africa
Contract period	36 Months
Supporting administration personnel	As per operational activities of the Contract items
Contract Pricing/costs	As per pricing schedule

SCOPE OF WORK

The supply, delivery, installation, and administrative support services of the traffic management system, camera enforcement of robots & speed law enforcement compliance, and enforcement of outstanding warrants of arrest through the automated numberplate recognition system.

1. The Back Office Administration Services provided should include camera equipment, operational services for digital red-light, and/or any other speed law enforcement equipment approved by the SABS, SANAS, and the TCSP;
2. The Contravention Management System should allow an interface for the uploading of camera images and offense details from any SABS, SANAS, and TCSP-approved camera technology and/or supplier, irrespective of whether the equipment is the property of the Municipality or not;
3. The Traffic Contravention Management System should allow for the processing of ALL offenses and by-laws in one centralized system.
4. Traffic Law Enforcement Performance Management System for managing traffic officers' performance in relation to regulation and enforcement of prescripts of the National Road Traffic Act 93 of 1996, National Land Transport Act 5 of 2009, and Municipal Bylaws.
5. Should the Administrative Adjudication of Road Traffic Offences (AARTO) Act be implemented before or during the period of the tender, the contractor will be expected to migrate the traffic management system into the AARTO back office TRAFFIC MANAGEMENT SYSTEM and finalise outstanding Section 341 & 56 notices and warrants of arrest.
6. The contractor will have to process AARTO infringements directly on the National Contravention Register (NCR) as prescribed, whilst, at the same time, concluding all non-AARTO cases on the contractor's own system.
7. The AARTO interface or introduction must also take into cognizance all applicable enabling third-party SLAs viz the South African Post Office.
8. The service provider should indicate what potential value-added services will be available over and above those services required in terms of this tender. Value-added services must be factored into the tendered price as no additional payments other than those provided for in this tender will be considered.
9. The successful bidder is expected to provide gadgets for issuing infringement notices with a printing capability, NATIS access, and compatible with AARTO administration/enforcement.

1. TECHNICAL SPECIFICATIONS:

1.1.CONTRAVENTION MANAGEMENT SYSTEM – CMS

- 1.1.1. The System must be a Multi user Traffic Contravention Management System installed on a central file server on a local area network environment running on Microsoft Server platform with functionality distributed to operational offices. All communications between servers and workstations;
- 1.1.2. The CMS must be able to accommodate the capturing and processing of the following contraventions;
 - 1.1.2.1. All Municipal By-Laws, i.e.;
 - 1.1.2.1.1. Building Regulations,
 - 1.1.2.1.2. Township establishment Legislation
 - 1.1.2.1.3. Health Legislation
 - 1.1.2.1.4. Waste Legislation
 - 1.1.2.1.5. Fire and Disaster
 - 1.1.2.1.6. Traffic Police
 - 1.1.2.1.7. Hawker regulations

- 1.1.2.1.8. Land use Regulations
- 1.1.2.1.9. And any other By-Law under the mandate of the Municipality

- 1.1.2.2. Camera Speed and red traffic signal images
- 1.1.2.3. Traffic Related legislation
- 1.1.2.4. Land Transport legislation
- 1.1.2.5. Other Municipal Bylaws that might be enforced from time to time.

- 1.1.3. The CMS must also be able to process and/or generate documentation or data uploading and interfacing as prescribed in terms of the Criminal Procedure Act and/or the Administrative Adjudication of the Road Traffic Offence Act (AARTO), i.e.;
 - 1.1.3.1. Notices in terms of Section 341 of the Criminal Procedure Act, Act 51/1977
 - 1.1.3.2. Summonses in terms of Section 54 Act 51/1977
 - 1.1.3.3. Notice issued in terms of Section 54 Act 51/1977
 - 1.1.3.4. Notices issued in terms of Section 56 Act 51/1977
 - 1.1.3.5. Representations;
 - 1.1.3.6. Court Registers;
 - 1.1.3.7. Admission of Guilt Registers;
 - 1.1.3.8. Warrant of Arrests Registers;
 - 1.1.3.9. AARTO Protocols
 - 1.1.3.10. Dossier Register;
 - 1.1.3.11. Officer Accident Report; and
 - 1.1.3.12. Officer Productivity

- 1.1.4. System must be able to interface to NATIS and/or alternative databases to obtain offender name and address details.

- 1.1.5. The System must provide for the capturing of handwritten contravention notices including audit trails.

- 1.1.6. The system must be able to provide for capturing contravention notices issued from traffic officers' hand held devices including audit trails.

- 1.1.7. Interface Software to register financial institutions (i.e. Banks, Post Office (SAPO), Easy pay, Internet Banking, etc for the processing of electronic payments.

- 1.1.8. The System must provide for the capturing of camera images, the processing and printing thereof, uploading of all camera offence details.

- 1.1.9. The System must be able to generate and print summonses in terms of Section 54 of the Criminal Procedures Act 51 of 1977.

- 1.1.10. The System must provide the allocation of summonses/warrants to summons servers/peace officers and provide information and progress and summons server management.

- 1.1.11. The System must provide for the capturing and verification of camera offences prior to the processing thereof.

- 1.1.12. The System must maintain a database of images regarding camera contraventions required for offender enquiry and court evidence.

- 1.1.13 The System must be able to provide a Court-related documentation i.e. Criminal Case Register. Admission of Guilt, Warrant of Arrest and related registers.
- 1.1.14 The System must provide for the tracing of infringers and call centre support functionality.
- 1.1.15 The system must be able to send sms and emails to infringers.
- 1.1.16 Interface to the existing Municipal Financial System as used by the Treasury Department, including MSCOA compliance.
- 1.1.17 Online Cashier facilities and interfaces for the verified payments with electronic payment services providers i.e. Easy pay, any financial register institutions (Banks) SA Post Office, Internet Banking, etc
- 1.1.18 The System must provide for comprehensive management information support which includes written reporting, statistics and explanatory, graphs. (All reports must always state quantity issued and values involved).
- 1.1.19 Processing of Section 341 Notices:
 - 1.1.19.1 Section 341 Summary Analysis (Successful, Unsuccessful, Outstanding).
 - 1.1.19.2 Section 341 Detail Analysis of all images (Successful – Issued, Notices Before Summons, Generated Summons, Court, Warrant of Arrest, Unsuccessful and Withdrawn, Cancelled, Reduced Value, Outstanding - Issued stage, Generated Summons stage, Court stage, Warrant of Arrest stage).
 - 1.1.19.3 Section 341 Age Analysis Issued and Value
- 1.1.20 Processing Section 54 Notices:
- 1.1.21 Section 54 Detail Analysis of all images (Successful – Issued, Notices before Summons, Generated Summons, Court, Warrant of Arrest, Unsuccessful and Withdrawn, Cancelled, Reduced Value, Outstanding - Issued stage, Generated Summons stage, Court stage, Warrant of Arrest stage).
- 1.1.22 Section 54 Age Analysis Issue and Value
- 1.1.23 Processing of Section 56 Notices:
 - 1.1.23.1 Section 56 Summary Analysis (Successful, Unsuccessful, Outstanding).
 - 1.1.23.2 Section 56 Detail Analysis of all images (Successful – Issued, Notices before Summons, Generated Summons, Court, Warrant of Arrest, Unsuccessful and Withdrawn, Cancelled, Reduced Value, Outstanding - Issued stage, Generated Summons stage, Court stage, Warrant of Arrest stage).
- 1.1.24 Section 56 Age Analysis Issued and Value.
- 1.1.25 Detailed report Per Location (Accident black-spots and offence related).
- 1.1.26 Productivity reports per officer

1.1.27 Reports per offence type and category.

1.1.28 Reports Per payment method.

1.1.29 The service provider must also provide:

1.1.29.1 A user support helpdesk,

1.1.29.2 Training

1.1.29.3 System and User support

1.1.29.4 System Maintenance and

1.1.29.5 Manage and update process for all new releases.

1.2 BACK OFFICE CONTRAVENTION MANAGEMENT SYSTEM (BOAS)

1.2.1 The BOAS must be able to perform the required business process for red-light and speed enforcement inclusive of:

- Monitoring of Law enforcement equipment
- Uploading violation offence data
- Capturing and processing,
- eNatis vehicle owner information,
- adjudication by officers, and
- Printing of the Section 341 notice

1.2.2 The System must provide for a seamless transfer of all existing data to the new system with no business interruption at all.

1.2.3 Establish and maintain the BOAS on the premises of the Municipality.

1.2.4 **Provide its own hardware, software, materials, staff and management expertise (personnel) required to perform an effective BOAS in order to complete the full prosecution cycle of all contraventions (Including Section 54, Sect 56 books, Postage cost, etc.)**

1.2.5 Provide as and when required, the necessary hardware and software, (including necessary software licenses) to the Magistrate Courts.

1.2.6 On reception of the written notices the capturing, generating, printing mailing and serving of all contraventions.

1.2.7 Provide and ensure the best possible finalization rate of contraventions. Time frames provided by the TCSP and NDPP must be taken into consideration at all times.

1.2.8 Provide software as required for the effective and efficient operation of the Divisional Municipal Courts such as but not limited to:

1.2.8.1 The Contravention Management System;

1.2.8.2 Officer Performance Productivity Measurement System;

1.2.8.3 Software to interface to eNaTIS and/or alternative databases for obtaining offender details;

1.2.8.4 Interface software to accommodate the submission of representatives to the Division by offenders via –email, finalization thereof by the prosecutors and reply via email and the simultaneous update of the information onto the CMS.

- 1.2.9 Provide at its own cost a facility of ‘wash’ offenders” residential/business addresses in order to ensure that information is still applicable.
- 1.2.10 Maintain and update all electronic charge sheets.
- 1.2.11 Provide an internet website that interface with the CMS to accommodate:
 - 1.2.11.1 The submission of representations for the finalisation thereof.
 - 1.2.11.2 Ensure that offenders may enquire after an once off registration process, all outstanding offence details, warrants of arrest and view a history of all finalised cases via the internet, including ensuring accesses to all photo’s linked to specific offences.
 - 1.2.11.3 Ensure that company proxies may do bulk electronic representations for re-directing fines to offenders and ensure that the company proxies are notified within 7-days of the successful redirection;
 - 1.2.11.4 Ensure that an incoming and outgoing Short Message Service (SMS) via cellular phone engine is installed;
 - 1.2.11.5 To assist the general public to do enquiries via cell phone and;
 - 1.2.11.6 To inform offenders of outstanding traffic fines, upcoming pay or court dates or outstanding Warrants of Arrest.
 - 1.2.11.7 Ensure that all equipment supplied by the service provider is at all times insured.

1.3 RED LIGHT, SPEED LAW ENFORCEMENT CAMERAS & ANPR

As a minimum requirement, the proposed system and services for both fixed red light and speed cameras, and mobile speed law enforcement units which must comply with the following:

- 1.3.1. The Municipality requires the contractor to supply, install, commission, maintain, as and when directed by the Traffic Division up to :
 - 1.3.1.1 Thirteen (13) Digital Fixed installations cameras (eight for Red light & five for speed law enforcement violation) system including the housings, poles, detection systems, power supply and secondary illumination, at such locations as may be determined from time to time by the Traffic Division and provided such locations have been authorised for the use of such equipment by the Director of Public Prosecutions. The deployment of cameras and rotation of cameras between locations will be solely as determined by the Municipal Traffic Division.
 - 1.3.1.2 Provision of two (2) mobile digital speed camera systems which includes tripods, flash illumination units, spare batteries, chargers and other accessories and equipment required for successful operation of the cameras.
 - 1.3.1.3 Provision of one mobile [bus] automated numberplate recognition sytem (ANPR).
- 1.3.2 The ANPR must be in compliance with SANS 1795 and has an integrated real time on-board ANPR function capturing all legitimate number plates under ideal conditions and comparing in real time against a vehicle wanted list and providing operator alerts.
- 1.3.3 The number plated of every vehicle passing the enforcement is SANS 1795 type approved and has an integrated real time on-board ANPR function capturing all legitimate number plates under ideal conditions and comparing in real time against a vehicle wanted list and providing operator alerts.

- 1.3.4 The number plate of every vehicle passing the enforcement location shall be recorded and uploaded to the back office, subject to the accuracy requirements indicated above.
- 1.3.5 The ANPR must have on site and remote real time viewing capability.
- 1.3.6 The ANPR casing must be robust to protect the equipment from damage.
- 1.3.7 Must be capable of covering multiple lanes between two points on a particular stretch of roadway.
- 1.3.8 The fixed camera equipment and law enforcement system shall provide multiple lane, red light and speed enforcement, as required,
- 1.3.9 The camera equipment and law enforcement system shall provide full colour image[s] of the offence providing a wide-angled picture of the context of the offence as well as showing the details of the offending vehicle.
- 1.3.10 Red light offences will be captured with a minimum of 2 images no less than 1 second apart after the full red light phase cycle of an intersection. The send image must clearly show the offending vehicle obstructing the intersection.
- 1.3.11 The camera equipment and law enforcement system shall provide a database of stored images as court evidence,
- 1.3.12 The evidence produced by the law enforcement system shall be tamper detectable,
- 1.3.13 The camera equipment and law enforcement system shall provide a fully integrated and automated "end to end" system for the prosecution of speed and red-light offences,
- 1.3.14 The camera equipment and law enforcement system shall include a passive (infra-red) and/or active illumination for enhanced night-time operation and must be able to function fully during absolute dark circumstances as well.
- 1.3.15 The appointed Service Provider shall supply the Municipal Traffic Division with evidence of each in full compliance with SABS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures in digital form with all required infringement information (including amendments during contract period).
- 1.3.16 The fixed camera equipment shall allow the uploading of offences via a wireless connection.
- 1.3.17 An integrated internet infringement viewing system shall be provided.
- 1.3.18 The appointed contractor would ensure that information signs with regard to speed prosecution by camera are erected and maintained as per the required specifications set by the National Director of Public Prosecutions [NDPP].
- 1.3.19 The system should be user friendly and be able to be operated with minimal user inputs.
- 1.3.20 The system should be fully protected against the environment and vandalism.

- 1.3.21 The fixed camera systems should be capable of a continuous 24-hour operation. Fixed cameras must also be able to operate for a minimum of 4 (four) hours during power failures and Eskom load shedding periods.
- 1.3.22 The system shall have the capability to automatically report on a selectable time-period the number of infringements per site, the number of vehicles checked, Lowest-, Highest, average and Standard deviation of speed measurement and the number of hours mobile enforcement was undertaken. The development of a street coding plan will be a necessity in order to streamline the processing system.
- 1.3.23 The Service Provider must be able to provide sufficient insurance cover against vandalism, damage or losses of equipment at his/her expenses.
- 1.3.24 The Service Provider must assure up-time of camera equipment with short repair, maintenance and calibration turn-around-time of between 12 – 24 hours. Cost of maintenance, calibration and repair will be for the expense of the Service Provider.
- 1.3.25 All law enforcement equipment (Red light, Speed Cameras and ANPR) must be maintained and calibrated by the service provider, irrespective if it is the service provider's equipment or the Client equipment.
- 1.3.26 The Service provider is responsible for the provision of the required equipment on a lease basis to the Municipality.
- 1.3.27 The calibration requirements of the equipment and the ability to carry out the calibration exercises must be provided by the equipment supplier, i.e. Service Provider's must supply, update and maintain calibration areas / equipment 24/7, including being responsible for surveying / certification of assessment equipment / areas . The cost of calibration will be at the Contractor's expense, but must be indicated separately for record purposes.

1.4. ANPR VEHICLE

The Municipality request the Tenderer to provide, maintain or replace the ANPR equipment to the provided vehicle[bus] by the successful bidder.

- 1.4.1. Capability of the ANPR equipment, is equipped with on-board ANPR cameras and detection systems hardware:

The ANPR vehicle is:

- 1.4.1.1 Equipped with a suitable printer capable of immediate production and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports;

- 1.4.1.2 Equipped with on-board ANPR cameras and detection systems hardware:

- i. capable of being operated whilst driving the patrol vehicle;
- ii. capable of scanning passing, parked or approaching vehicles to the left, to the right and to the front of the patrol vehicle;
- iii. have no on-board databases, but is capable of detecting vehicles with outstanding warrants of arrest, false number plates and expired license disc or any other information for which the vehicles may be sought, by wirelessly linking to appropriate back-end databases in real time;

- iv. capable of instantaneously alerting system operators whenever a vehicle that is sought for any reason is detected by emitting an audible tone and displaying a message alert;
- v. capable of recording a colour overview image of each vehicle read;
- vi. be capable of connecting wirelessly to the contractor system for the purpose of making online enquiries on outstanding offences against a vehicle or person

1.4.1.3 The Service Provider MUST supply, install and maintain software/ hardware on the ANPR system that is capable of:

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

1.4.1.4 The Service Provider MUST do an initial need analysis hardware and software to be installed in the vehicle to determine capability for the requirements of this tender.

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

1.5. **ELECTRONIC NOTICE PRINTER (SECTION 341, 56, AARTO 01 & 31) (HANDHELD DEVICES)**

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

1.5.1. Electronic CPA Section 341,56, AARTO 01 & 31 printers (Handheld devices) capable of:

- i. integration with the contractor's Identity Server and or Natis to retrieve infringer latest personal and address information in real time,

- ii. integration with the Local Contravention Management System (LCMS) for issuance of court dates, charge codes, and ticket sequence numbers,
- iii. immediate upload of all infringement and associated evidence to the LCMS,
- iv. scanning South African barcode Driver License,
- v. scanning South African barcode Vehicle License,
- vi. integration with all speed law enforcement cameras for purposes of manual Speed law enforcement,
- vii. be operated and included with a Stylus for easy operation and infringer digital signature

1.5.2. The Electronic Notice Printer must as a minimum be:

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

1.6. **SUMMONS SERVING**

The Appointed Service Provider shall employ at its own cost, a network of Summons Servers available country wide to serve summonses on behalf of Municipality as required in terms of section 15 of the Magistrates Act.

1.7. **WARRANT OF ARREST OPERATIONS**

1.7.1. The appointed Service Provider shall include an automatic number plate recognition system with access to a database of outstanding offences for roadblock operations.

1.7.2. The BOAS must provide roadblock assistance software to be used offline and online during roadblock operations.

1.7.3. Provide the necessary administrative support at roadblocks within the scope of the applicable requirements, legislation and directives.

- 1.7.4. Provide an incoming (Enquiry) and Outgoing (tracking/Tracing) Call Centre facility process in order to finalise unsettled fines and warrants of arrest.

2. TRAFFIC LAW ENFORCEMENT PERFORMANCE MANAGEMENT SYSTEM

2.1. ADDITIONAL REQUIREMENTS

- 2.1.1. The System must contain the items such as road accidents management, training / skills transfer and support with the database management.
- 2.1.2. The service provider must provide his/her own software, materials and management expertise required to perform an effective and efficient BOAS, which supports the Municipal Traffic Law Enforcement Performance Management System.
- 2.1.3. The service provider must be able to interface this system with current traffic law enforcement database hosted on Municipal website.
- 2.1.4. Service provider must take cognizance of the potential impact of the implementation of the AARTO Act by the National Department of Transport (NDoT) on the Municipal Traffic Division.
- 2.1.5. The traffic management systems must be capable of administration of a vehicle pound system that also accommodates the impoundment of vehicles as provided for in the NRTA 93 of 1995 and NLTA 5 of 2009.
- 2.1.6. Supply and maintain equipment necessary for conducting of efficient roadblocks, including but not limited to portable computers, printers, scanners, utensils for securely transporting cash and fax facilities with a drop down safe.
- 2.1.7. The Municipality further needs one (1) portable unit capable of remotely connecting to the Tenderer system and producing copies of warrants of arrests at the roadside.
- 2.1.8. The Service Provider shall be liable to ensure that all the equipment is sufficiently insured, and proof thereof should be provided to the Municipality on a quarterly basis

2.2. GENERAL SPECIFICATIONS:

The service provider must provide a web based System for Municipal Traffic Division which will allow the provision of the following functionalities in a scalable manner;
Terms of Reference for Municipal Traffic Law Enforcement Management System.

- 2.2.1 Capturing of all categories of vehicles (H.M.V, L.D.V, Busses, Mini busses, M/cycles and Sedans) etc. stopped and checked on daily basis per officer.
- 2.2.2 Capturing of all types of violations i.e. document charges, moving violations, defects and arrest cases per vehicle category per officer.
- 2.2.3 Consolidation of speed violations in terms of speed zones
- 2.2.4 Continuous history of vehicle stops, inspections and charges by various inspectors on one report sheet.
- 2.2.5 Daily, monthly, quarterly and yearly consolidated officer performance report of all transactions performed by traffic each office.
- 2.2.6 Daily, monthly, quarterly and yearly consolidated shift performance report of all transactions performed by traffic officers

- 2.2.7 Daily, monthly, quarterly and yearly consolidated station performance report of all transactions performed by traffic officers
- 2.2.8 All kinds of reports from all records captured on the system.
- 2.2.9 Capturing of traffic officer's inspection sheet report

3. GENERAL REQUIREMENTS AND CRITERIA

- 3.1 The Bidder must be able to meet the following requirement and criteria in the bidding document:
 - 3.1.1 Maintenance of the system must be supplied by the company.
 - 3.1.2 A list of successfully implemented BOAS as well as names and contact details of persons who are managing such installations, as well as their academic qualifications.
 - 3.1.3 The approach that will be taken to ensure finalisation of the back log of outstanding offences in line with the current DPP guidelines
 - 3.1.4 List the technology to be utilized to ensure efficient and effective assistance and support in order to trace offenders with regards to unsettled fines/warrants.
 - 3.1.5 Description of how the general public will be assisted to access/enquire offence detail.
 - 3.1.6 What payment options/channels are made available
 - 3.1.7 An explanation of the approach taken in summons serving to overcome untraceable offenders.
 - 3.1.8 What steps are taken to combat the inaccuracy of ownership details on eNatis
 - 3.1.9 Explain the assistance and process that will be offered in the administration and Warrant of Arrest execution process.
 - 3.1.10 Tenders must include as much details as possible with reference to the specifications and requirements of this tender.
 - 3.1.11 A fully functional description of the software solution which will be used.
 - 3.1.12 Provide a project plan procedure that will be used to install and maintain the central Traffic Law Enforcement Performance management system which can be accessed by all users.
 - 3.1.13 A description of the system architecture and operating platform.
 - 3.1.14 Description of the complete interface model between speed and camera prosecutions and the CMS (uploading, verifying, etc).
 - 3.1.15 Appointment of contractors

Evaluation Criteria:

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

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

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

4. GENERAL CONDITIONS

4.1 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).

4.2 a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
b) the 80/20 preference point system will be applicable to this tender

4.3 Points for this bid shall be awarded for:

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

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

5. RESPONSIVENESS CRITERIA

Mogalakwena Municipality will consider no Bid unless it meets the responsiveness criteria:

- Pin/ Valid Tax Clearance Certificate must be submitted with the bid.
- All MBD documents completed in full and signed
- Alterations must be signed for (if applicable)
- Copy of the company registration certificate must be submitted with the bid.
- Certified copy of identity document for all directors
- Statement of Municipal Accounts (not owing more than 90days) must also be attached for company and all directors; letter from Traditional Authority(proof of residence) or a lease agreement(Including headman) or a lease agreement (if the Statement of Municipal Accounts is not in the name of bidder (affidavit from SAPS must be attached)
- The bid will be rejected if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality or municipal entity, or to any other municipal or municipal entity are in arrears for more than three months
- Recovery of rates in arrears from tenants and occupiers (section 28 of property rates act)
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties and all parties thereto must submit CSD registration report.
- Companies must be registered with the relevant regulatory bodies and equipment must be SANAs ,SABS and TCSP accredited

- Authority for signatory form to be completed and attach resolution in case for more than one director.
- All pages must be initialized
- Attached price list as annexure A
- **THE USE OF CORRECTION FLUID (I.E.TIPPEX) OR ANY ERASABLE INK E.G. PENCIL WILL AUTOMATICALLY INVALIDATE YOUR BID**

By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council

6. FUNCTIONALITY

REQUIREMENTS

Technical / Functionality will be evaluated against the following detailed requirements:

Functionality Scorecard		
Criteria	Scoring guide	Maximum Weights
Company Experience in Similar project –Service providers must demonstrate that they have previous experience in back office systems and related tasks (attach copies of appointment letter and proof of project completion in order to qualify)	No of Appointment and project completion letters 1 Appointment and proof of project completion = 5 2 – 4 Appointment and proof of project completion = 10 5 – 7 Appointment and proof of project completion = 20 8 and more Appointment and proof of project completion = 30	30
Qualification and Experience of Project manager - B-Tech in Traffic Management and experience in back office systems and related tasks (Attach copy cv and certified copies of qualifications)	Years of Experience 1 – 4 Experience = 5 5 – 10 Experience = 10 11- and above Experience = 15	15

<p>Provide Website</p> <p>Provision of a a website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras as well as on-line payment of fines.</p>	<p>1 – 2 Proof of website provided to other institutions = 5</p> <p>3 – 4 Proof of website provided to other institutions =10</p> <p>5 and above Proof of website provided to other institurions =15</p>	<p>15</p>
<p>Track record and Success Rate - Service provider must furnish the overall percentage rate of success with regard to the collection of paid fines (Attached system summary generated report in relation to every completed project)</p>	<p>Points per summary reports</p> <p>Above 70% = 15</p> <p>Between 51% and 69% = 10</p> <p>Below 51% = 05</p>	<p>15</p>
<p>Court cases - Provide number of court cases where the bidder appeared as an expert witness and successfully defended in cases of back office and related matters. (Case result should be attached)</p>	<p>Rates per court orders</p> <p>Success rate 70% = 15</p> <p>Success rate between 51% and 69% = 10</p> <p>Success rate below 51% = 05</p>	<p>15</p>
<p>Fleet - Service provider must provide certified proof of Vehicle ownership in the name of the business of a minimum of two vehicles for service and maintenance</p>	<p>With proof = 10</p> <p>Without proof = 0</p>	<p>10</p>
<p>Functionality Threshold(Minimum score)</p>		<p>60</p>
<p>Total Points for Functionality</p>		<p>100</p>

N.B All documents submitted by bidders shall be subject to a vetting process

Traffic fine pricing schedule

The Service provider to show the percentage to be charged for each paid traffic fine.

NB: consideration should be made that should the charged amount be reduced by the court in terms of the representations, the revenue split shall be based on the percentage agreeable between the parties on the final revenue collected and not on the value of the fine.

Preference Points: 80 Points for price and 20 points for specific goals.

7. PRICING SCHEDULE

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED. ESTIMATED QUANTITIES IS FOR EVALUATION PURPOSES ONLY AND MAY VARY. THE TOTAL COST FOR THE 36 MONTH PERIOD WILL BE USED FOR EVALUATION PURPOSES ONLY AND DOES NOT CONSTITUTE THE CONTRACT AMOUNT. ESCALATION MUST BE CLEARLY STATED.

NB: ALL EQUIPMENT WILL BE THE PROPERTY OF THE MUNICIPALITY ON INSTALLATION

Item	Description	Estimated Quantities	Unit Price (Excluding VAT)	Total Price (Excluding VAT)
1.	Traffic management System (supply and maintain)	1		
2.	Handheld infringement Unit & Printer	20		
3.	ANPR System – Bus Vehicle Fitted (supply or maintain)	1		
4.	Fixed red light camera	8		
5.	Fixed speed camera	5		
6.	Movable (unmanned) speed camera	2		
7.	Server (physical/cloud)	1		
8.	TMS user (back office)	5		
9.	TMS user (law enforcement)	20		
10.	Supporting admin personnel	1		
11.	Supporting technician	1		
SOFTWARE LICENSE				
12.	Traffic Contravention License Fee Per Annum			
13.	Revenue Enhancement – Fee per SMS message			
14.	Revenue Enhancement – View Fines Hosting Portal - Fee Per Record			
15.	Call Centre – Fee Per Call			
16.	Traffic management System – Fee per Annum			
	(ITEM A) TOTAL TENDER PRICE EXCLUDING 15 % VAT YEAR 1			
	Amount in Words			

TOTAL TENDER PRICE EXCLUDING 15 % VAT YEAR 2

TOTAL ANNUAL TENDER PRICE: YEAR 2	ESCALATION %	ESCALATION AMT (R)	TOTAL TENDER PRICE YEAR 2
Amount in Words			

TOTAL TENDER PRICE EXCLUDING 15 % VAT YEAR 3

TOTAL ANNUAL TENDER PRICE: YEAR 2	ESCALATION %	ESCALATION AMT (R)	TOTAL TENDER PRICE YEAR 3

Amount in Words			

Name of Bidder..... Bid Number: 23-2023/2024
Closing Time Closing Date: 17 January 2024

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

7.1 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

MBD 3.1

PRICING SCHEDULE

Name of Bidder.....	Bid Number: /2023
Closing Time: 12H00	Closing Date:

The service provider will not be expected to put an offer to the Municipality at this stage

ANNEXURE C

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 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

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire

- 1 Are you by law required to prepare annual financial statements for auditing?
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

- 2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

.....
.....
.....
.....

* Delete if not applicable

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

- 3.1 If yes, furnish particulars

.....
.....

- 4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES / NO

- 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Date

.....
Signature

.....
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, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- 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	
SPECIFIC GOALS	
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 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P}{P} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P}{P} \right)
 \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 + \frac{P_t - P}{P} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P}{P_{max}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest 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—
 - (a) 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
 - (b) 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.

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
Race – people who are Black, Coloured or Indian	20	10	CSD report and Certified Copy of Identification Documentation
Local Economic Development	6	3	Company head office residence within Mogalakwena Municipal Jurisdiction as per CSD and proof of residence
Gender - Women	4	2	CSD report and Certified Copy of Identification Documentation

Youth	4	2	CSD report and Certified Copy of Identification Documentation
Disability	3	2	Certified copy of Doctor's Certificate with medical practice number

(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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 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:

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“Duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder
 entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
------------------------------	---

Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2022 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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	<p>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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 6 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.**

MBD 10

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 Municipality / Municipal Entity)

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

I _____ certify, _____ on _____ behalf

of: _____ that:

(Name of Bidder)

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

conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature Date

.....
Position Name of Bidder