



KGATELOPELE LOCAL MUNICIPALITY

KLM2023/22/013

**THE SUPPLY AND INSTALLATION OF A FULLY COMPREHENSIVE LAW
ENFORCEMENT BACK-OFFICE SYSTEM AND TRAFFIC LAW ENFORCEMENT
EQUIPMENT FOR A PERIOD OF 36 MONTHS**

NAME OF TENDERER:	
TENDERER'S ADDRESS:	
TEL NUMBER:	
E-MAIL ADDRESS:	
CSD NUMBER:	
TENDER AMOUNT INC. VAT :	

CONTENTS

PART T: THE TENDER

SECTION 1

T1. TENDERING PROCEDURES

T1.1. TENDER NOTICE AND INVITATION TO TENDER

T1.1.1. INVITATION TO BID (MBD1)

T1.2. STANDARD CONDITIONS OF TENDER

T1.2.1 GENERAL

T1.2.2 TENDERER'S OBLIGATIONS

T2. RETURNABLE DOCUMENTS

T2.1. DOCUMENTS TO BE COMPLETED FOR TENDER EVALUATION

T2.1.1. COMPLETED CONTRACT SCHEDULES

T2.1.2. DAY WORK SCHEDULE

T2.1.3. PRICING SCHEDULE – FIRM PRICES (MBD3.1)

T2.1.4. DECLARATION OF INTEREST(MBD4)

T2.1.5. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

T2.1.6. PREFERENTIAL PROCUREMENT DOCUMENT IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS, 2017 (PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT NO 5 OF 2000) (MBD6.1)

T2.1.7. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

T2.1.8. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 1

T2.2.9. CERTIFICATE OF INDEPENDENT BID
DETERMINATION (MBD9)

T2.2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2.1. TAX CLEARANCE CERTIFICATE

T2.2.2. CSD REGISTRATION REPORT

T2.2.3. MUNICIPAL RATES ACCOUNT

T2.2.4. CERTIFIED IDENTITY DOCUMENTS OF
DIRECTORS/MANAGERS

T2.2.5. COMPANY REGISTRATION CERTIFICATESs

T2.2.6. VALID/CERTIFIED BBBEE CERTIFICATE OR A SWORN
AFFIDAVIT

PART C: THE CONTRACT

SECTION 2

C1. AGREEMENT AND CONTRACT INFORMATION

C1.1. FORM OF OFFER AND ACCEPTANCE

C1.2. CONTRACT FORM (MBD7.1)

C2. CONDITIONS OF CONTRACT

C2.1. SPECIAL CONDITIONS OF CONTRACT, 2015

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 2

PART T: THE TENDER

Tenderer:

Initial: Authorized Signatories 1 _____

Witness 2 _____

Kgatelopele Local Municipality:

1 _____

2 _____ Page | 3

SECTION 1

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

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Witness 2 _____

2 _____ Page | 4

T1. TENDERING PROCEDURES

INVITATION FOR PROSPECTIVE BIDDERS – ADVERT

Prospective service providers are hereby invited to tender for the following project:

INVITATION TO BID

Kgatelopele Local Municipality invites suitable service providers to bid for the following project(s):

Bid No.	Bid description	Contract period	Availability of documents	Briefing session date and time	Closing date and time	Points System
KLM2022/23/009	THE SUPPLY AND INSTALLATION OF A FULLY COMPREHENSIVE LAW ENFORCEMENT BACK-OFFICE SYSTEM AND TRAFFIC LAW ENFORCEMENT EQUIPMENT FOR A PERIOD OF 36 MONTHS	36 Months	06 April 2023	N/A	08 May 2023 @ 12H00	80/20

Evaluation

Tenders will be evaluated and adjudicated in line with the Supply Chain Management policy of the municipality using an 80/20 preference points system.

Bid documents with detailed specifications and information can be downloaded on Kgatelopele Local Municipality's website at www.kgatelopele.gov.za and on e-Tender Publication Portal at www.etenders.gov.za from **Thursday, 06 April 2023**.

All sealed bids clearly marked with the Project name and bid number must be placed in the Tender Box at the offices of the Kgatelopele Local Municipality, 222 Barker Street, Danielskuil, 8405, on or before **12:00pm on the specified closing date** at which time submissions will be opened in public. Tender box will be accessible from Monday to Sunday from 07h30am to 05h00 pm.

Please note that it is a prerequisite of the Municipality that all service providers are to be registered on the **National Treasury Central Supplier Database (CSD)** and include in their bids, the tax clearance certificate or their Master Registration Number or tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status. Registration on CSD can be done at www.csd.gov.za or at your nearest Treasury and Kgatelopele Municipal Offices.

Kgatelopele Municipality is under no obligation to accept the lowest or any quote and reserves the right to accept the whole or part of quote and reserves the right to re-advertise if it so wishes to. No reasons for the acceptance or rejection of any quote will be given.

Where applicable, bids will be evaluated on local content and bidders are requested to complete the relevant section of the bid document accordingly.

Bids will be evaluated according to the Kgatelopele Local Municipality's Supply Chain Management Policy, Preferential Procurement Policy Framework Act (Act 5 of 2005) and the Preferential Procurement Regulations, 2022, and Broad Based Black Economic Empowerment Act (Act 53 of 2003).

NB: Suppliers are advised NOT to make copies or any alterations to the Tender documents, except to comply with instructions issued by the municipality.

Enquiries : Mr. Bolokang Moeng (053 384 8646)

Adv. W. Blundin
Municipal Manager

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

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Witness 2 _____

2 _____ Page | 5

MBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE
(KGATELOPELE LOCAL MUNICIPALITY)

BID NUMBER: KLM2022/23/013

CLOSING DATE: 08 May 2023

CLOSING TIME: 12:00

DESCRIPTION: THE SUPPLY AND INSTALLATION OF A FULLY
COMPREHENSIVE LAW ENFORCEMENT BACK-OFFICE
SYSTEM AND TRAFFIC LAW ENFORCEMENT EQUIPMENT
FOR A PERIOD OF 36 MONTHS

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

BID DOCUMENTS MAY BE POSTED TO:

(We urge suppliers to submit their documents to avoid late arrival or documents not reaching its destination. The municipality will not be held responsible or accountable for not accepting late submission)

The Municipal Manager
Kgatelopele Local Municipality
P. O. Box 43
Danielskuil
8405

OR

DEPOSITED IN THE TENDER BOX SITUATED AT

Kgatelopele Municipal Offices, Barker Street, Danielskuil, 8405

Wooden Tender Box at Municipal Offices Entrance on the left hand side near the cashier's Counter

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

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Witness 2 _____

2 _____ Page | 6

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

The bid box is generally open from 07h30 until 16h45 Monday to Friday weekdays, and 08h00 until 12h00 midday Saturdays.

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

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

**NB: 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)**

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

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD
YES/NO

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 7

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

(Tick applicable box)

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

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

A REGISTERED AUDITOR ☐

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

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

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Kgatelopele Local Municipality

Department: Supply Chain Management Unit

Contact Person: Bolokang Moeng

Tenderer: **Kgatelopele Local Municipality:**

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 8

Tel: 053 384 8600

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Robert Lebitsa

Tel: 053 384 8615

Fax: _____

T.1.2.	STANDARD CONDITIONS OF TENDER
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T1.2.1.	GENERAL
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ACTIONS

The Employer and each Tenderer submitting a Tender offer shall comply with these conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations timeously and with integrity, and behave equitably, honestly and transparently.

TENDER DOCUMENTS

The documents issued by the Employer for the purpose of a Tender offer are listed in the Tender Data.

INTERPRETATION

The Tender Data and additional requirements contained in the Tender schedules that are included in the returnable documents are deemed to be part of these conditions of Tender.

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 9

These conditions of Tender and Tender schedules which are only required for Tender evaluation purposes, shall not form part of any contract arising from the invitation to Tender.

For the purpose of these conditions for the calling of expressions of interest, the following conditions apply:

- a. **Comparative Offer** means the Tenderers financial offer after the factors of non-firm prices, all unconditional discounts and any other Tendered parameters that will affect the value of the financial offer have been taken into consideration;
- b. **Corrupt Practice** means the offering, giving, receiving or soliciting of anything of value to influence The Action of the Employer or his staff or agents in the Tender process; and
- c. **Fraudulent Practice** means misrepresentation of the facts in order to influence the Tender process or the award of a contract arising from a Tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

COMMUNICATION AND EMPLOYER'S AGENT

All communication between the Employer and a Tenderer shall be between the employer and the tenderer, and in a form, that can be read, copied and recorded. Writing shall be in the English language. Such communication shall be for the purpose of this tender only.

THE EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY TENDER OFFER

The Employer may accept or reject any variation, deviation, Tender offer, or alternative Tender offer, and may cancel the Tender process and reject all Tender offers at any time before to the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.

After the cancellation of a Tender process or the rejection of all Tender offers the Employer may abandon the proposed procurement and re-issue a similar Tender notice and invitation to Tender not less than six months after the closing date for Tender offers or have it performed in another manner at any time.

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 10

T1.2.2.

TENDERER'S OBLIGATIONS

ELIGIBILITY

Submit a Tender offer only if the Tenderer complies with the criteria stated in the Tender document and the Tenderer, or any of his principals, is not under any restriction to do business with Employer.

COST OF TENDERING

Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a Tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

CHECK DOCUMENTS

Check the Tender documents on receipt for completeness and notify the Employer's agent of any discrepancy or omission.

CONFIDENTIALITY AND COPYRIGHT OF DOCUMENTS

Treat as confidential all matters arising in connection with the Tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Tender offer in response to the invitation.

SITE VISIT AND CLARIFICATION MEETING

Attend, where required, a site visit and clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Document.

SEEK CLARIFICATION

Request clarification of the Tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the Tender Document.

INSURANCE

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 11

Be aware that the extent of insurance to be provided to the Employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the Contract Document. The Tenderer is advised to seek qualified advice regarding insurance.

PRICING THE TENDER OFFER

- Include in the rates, prices, and the Tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Tender Document.
- Show VAT payable by the Employer separately as an addition to the Tendered total of the prices.
- Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Document.
- State the rates and prices in ZAR Rand unless instructed otherwise in the Tender Document. The conditions of contract identified in the Contract Data may provide for part payment in other currencies.

ALTERATIONS TO DOCUMENTS

Not make any alterations or additions to the Tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the Tender offer shall initial all such alterations. Erasures and the use of Tippex are prohibited.

SUBMITTING A TENDER OFFER

- Submit a Tender offer to provide the whole of the Works, services or supply identified in the Contract Document, unless stated otherwise in the Tender Document.
- Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in **BLACK INK**.
- Submit the parts of the Tender offer communicated on paper as an original plus the number of copies stated in the Tender Document, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

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Witness 2 _____

2 _____ Page | 12

- Sign the original and all copies of the Tender offer where required in terms of the Tender Document. The Employer will hold all authorized signatories liable on behalf of the Tenderer.
- Seal the original and each copy of the Tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the Tenderer's name and contact address. Only the original is to be submitted.
- Seal the original Tender offer in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Document.
- Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the Tender offer if the outer package is not sealed and marked as stated.

INFORMATION AND DATA TO BE COMPLETED IN ALL RESPECTS

Accept that Tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as non-responsive.

CLOSING TIME

Ensure that the Employer receives the Tender offer at the address specified in the Tender Document not later than the closing time stated in the Tender Document. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept Tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

Accept that, if the Employer extends the closing time stated in the Tender Document for any reason, the requirements of these conditions of Tender apply equally to the extended deadline.

TENDER OFFER VALIDITY

Hold the Tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Document after the closing time stated in the Tender Document.

If requested by the Employer, consider extending the validity period stated in the Tender Document for an agreed additional period.

CLARIFICATION OF TENDER OFFER AFTER SUBMISSION

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 13

Provide clarification of a Tender offer in response to a request to do so from the Employer during the evaluation of Tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Tender offer is sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

PROVIDE OTHER MATERIAL

Provide, on request by the Employer, any other material that has a bearing on the Tender offer, the Tenderer's commercial position (including notarized joint venture agreements), preference arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the Tender offer as non-responsive.

Dispose of samples of materials provided for evaluation by the Employer, where required.

INSPECTIONS, TESTS AND ANALYSES

Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.

CERTIFICATES

Include in the Tender submission or provide the Employer with any certificates as stated in the Tender Data.

THE EMPLOYER'S UNDERTAKINGS

RESPOND TO CLARIFICATION

Respond to a request for clarification received up to **five working days** prior to the Tender closing time stated in the Tender Document and notify all Tenderers who drew procurement documents.

ISSUE ADDENDA

If necessary, issue addenda that may amend or amplify the Tender documents to each Tenderer during the period from the date of the Tender Notice until **seven days** before the Tender closing time stated in the Tender Document. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Document, the Employer may grant such extension and, will then notify it to all Tenderers who drew documents.

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

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Witness 2 _____

2 _____ Page | 14

RETURN LATE TENDER OFFERS

Return Tender offers received after the closing time stated in the Tender Document, **unopened**, (unless it is necessary to open a Tender submission to obtain a forwarding address), to the Tenderer concerned.

OPENING OF TENDER SUBMISSIONS

Unless the two-envelope system is to be followed, open valid Tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Document. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

Announce at the opening held immediately after the opening of Tender submissions, at a venue indicated in the Tender Document, the name of each Tenderer whose Tender offer is opened, the total of **his prices, preferences claimed and time for completion**, if any, for the main Tender offer only.

Make available the record outlined above to all interested persons upon request.

TWO-ENVELOPE SYSTEM

Where stated in the Tender Document that a two-envelope system is to be followed, open **only** the **technical proposal** of valid Tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the Tender Document and announce the **name** of each Tenderer whose technical proposal is opened.

Evaluate the **quality** of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the **time and place** when the **financial proposals** will be opened. Open only the financial proposals of Tenderers, who score in the **quality evaluation** above the **minimum number of points** for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals **failed** to achieve the minimum number of points for quality.

Evaluate the quality of the technical proposals offered by Tenderers, then advice Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 15

unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.

NON-DISCLOSURE

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.

GROUND FOR REJECTION AND DISQUALIFICATION

Determine whether there has been any effort by a Tenderer to influence the processing of Tender offers and instantly disqualify a Tenderer (and his Tender offer) if it is established that he engaged in corrupt or fraudulent practices.

TEST FOR RESPONSIVENESS

Determine, on opening and before detailed evaluation, whether each Tender offer properly received:

- a. meets the requirements of these Conditions of Tender,
- b. has been properly and fully completed and signed, and
- c. is responsive to the other requirements of the Tender documents.

A responsive Tender is one that **conforms** to all the terms, conditions, and specifications of the Tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a. Detrimentially affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work,
- b. Change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- c. Affect the competitive position of other Tenderers presenting responsive Tenders, if it were to be rectified.
- d. Reject a non-responsive Tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

ARITHMETICAL ERRORS

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 16

Check responsive Tender offers for arithmetical errors, correcting them in the following manner:

- a. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b. If a Bill of Quantities (or Bill of Quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- c. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the Tendered total of the prices.
- d. Consider the rejection of a Tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

CLARIFICATION OF A TENDER OFFER

Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the Tender offer.

EVALUATION OF TENDER OFFERS

General

Appoint an evaluation panel of not less than three persons. Reduce each responsive Tender offer to a comparative offer and evaluate it using the Tender evaluation method that is indicated in the Tender Data and described below:

Method 1: FINANCIAL OFFER	<ol style="list-style-type: none"> 1. Rank Tender offers from the most favourable to the least favourable comparative offer. 2. Recommend highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: FINANCIAL OFFER AND PREFERENCES	<ol style="list-style-type: none"> 1. Score Tender evaluation points for financial offer. 2. Confirm that Tenderers are eligible for the preferences claimed and if so, score Tender evaluation points for preference. 3. Calculate total Tender evaluation points. 4. Rank Tender offers from the highest number of Tender evaluation points to the lowest.

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 17

	5. Recommend Tenderer with the highest number of Tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: FINANCIAL OFFER AND QUALITY	<ol style="list-style-type: none"> 1. Score quality, rejecting all Tender offers that fail to score the minimum number of points for quality stated in the Tender Document. 2. Score Tender evaluation points for financial offer. 3. Calculate total Tender evaluation points. 4. Rank Tender offers from the highest number of Tender evaluation points to the lowest. 5. Recommend Tenderer with the highest number of Tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: FINANCIAL OFFER, QUALITY AND PREFERENCES	<ol style="list-style-type: none"> 1. Score quality, rejecting all Tender offers that fail to score the minimum number of points for quality stated in the Tender Data. 2. Score Tender evaluation points for financial offer. 3. Confirm that Tenderers are eligible for the preferences claimed, and if so, score Tender evaluation points for preference. 4. Calculate total Tender evaluation points. 5. Rank Tender offers from the highest number of Tender evaluation points to the lowest. 6. Recommend Tenderer with the highest number of Tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

INSURANCE PROVIDED BY THE EMPLOYER

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the Contract Document, require the Employer to provide.

ACCEPTANCE OF TENDER OFFER

Accept Tender offer only if the Tenderer satisfies the legal requirements stated in the Tender Data.

Notify the successful Tenderer of the Employer's acceptance of his Tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the Tender Data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the form of offer and acceptance.

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 18

PREPARE CONTRACT DOCUMENTS

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the Tender documents to take account of:

- a. Addenda issued during the Tender period,
- b. Inclusion of some of the returnable documents,
- c. Other revisions agreed between the Employer and the successful Tenderer, and
- d. The schedule of deviations attached to the form of offer and acceptance, if any.

ISSUE FINAL CONTRACT

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Tender require the Tenderer to submit, after acceptance by the Employer, shall be included.

COMPLETE ADJUDICATOR'S CONTRACT

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

PROVIDE COPIES OF THE CONTRACTS

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 19

T2.	RETURNABLE DOCUMENTS
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The following documents are to be completed and returned as they constitute the Tender. Whilst many of the returnable are required for the purpose of evaluating the Tenders, some will form part of the subsequent contract, as they form the basis of the Tender offer. For this reason, it is very important that all Tenderers return all information.

T2.1. SECTIONS TO BE COMPLETED

- T2.1.1. Completed Contract Schedules
- T2.1.2. Day Work Schedule
- T2.1.3. Pricing Schedule – Firm Prices
- T2.1.4. Declaration of Interest
- T2.1.5. Certificate of Independent Tender Determination
- T2.1.6. Preferential Procurement document in terms of Preferential Procurement Regulations, 2022 (Preferential Procurement Policy Framework act, act no 5 of 2000)
- T2.1.7. Declaration Certificate for Local Production and Content for Designated Sectors
- T2.1.8. Declaration of Tenderer's Past Supply Chain Management Practices
- T2.1.9. Certificate of Independent Bid Determination

T2.2. RETURNABLES THAT MUST BE ATTACHED TO THE TENDER DOCUMENT

- T2.2.1. Tax Clearance Certificate
- T2.2.2. CSD Registration Report
- T2.2.3. Municipal Rates Account
- T2.2.4. Certified Identity Documents of Directors/Managers
- T2.2.5. Company Registration Certificates
- T2.2.6. Valid/Certified BBBEE Certificate or a Sworn Affidavit

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 20

**T2.2.2. SCHEDULES OF CONTRACTS SUCCESSFULLY COMPLETED BY THE
TENDERER**

I/We, of _____ certify hereby that the following is a list representing contracts successfully completed by me/us in the recent past and that it is of a similar nature as the Works described in this document.

NATURE OF WORKS	VALUE OF WORKS	DURATION AND DATE OF COMPLETION	EMPLOYER AND CONTACT PERSON WITH TEL NO

DATE: _____

SIGNATURE OF TENDERER

WITNESS

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 21

T2.2.3. DAY WORK SCHEDULE (IF APPLICABLE)

This day work schedule shall be completed by the Contractor as fully detailed as possible since it is to be used to put a valuation upon additional or substituted work which by their nature cannot now conveniently be valued at the rates Tendered by the Contractor and where the Contractor has been instructed to carry out such work on a day work basis.

The Contractor is required to fill in the schedule listed below with prices for labour, plant and materials for the work which shall be executed in terms of *Clause 6.5* of the *GCC 2010*, forming portion of the Contract Documents.

ITEM	DESCRIPTION	UNIT	RATE
	LABOUR: In the rates Tendered, the Contractor shall allow for the use of all small tools, e.g. picks, shovels, hammers, etc. Unskilled labourers Skilled tradesmen Gangers Plant Operators	 Hour Hour Hour Hour	
	MATERIALS: For the supply and use including delivery charges on the site where the material is built into the permanent works.		Cost plus%
	PLANT: Under this heading, the Contractor is required to list the operating and standing charges for all the plant he proposes to use in terms of this Contract on day work and shall insert the rates for the use of such plant in terms of this Contract on a plant hire basis, priced per hour inclusive of all fuel, equipment, etc., but excluding the plant operator's cost which will be taken as listed above.		

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 22

ITEM	DESCRIPTION	UNIT	RATE
	GENERAL: Under this item, the Contractor may list such other items of plant, labour, materials, etc. which have not been provided for in the items hereinbefore and which the Contractor considers he may require to properly execute work on a day work basis.		
	SUPERVISION AND OVERHEADS: Under this item, the Contractor must allow for all charges, inclusive to allow for proper supervision and all overheads, in connection with day work and this allowance shall be calculated on the percentage basis which must be indicated by the Contractor in the Schedule. The Contractor is to note that for the purpose of calculating the percentage, the value of materials as listed under Item 0 (above) shall not be included in the total hereunder for establishing such percentage as aforesaid. Supervision and overheads	%

DATE: _____

SIGNATURE OF TENDERER

AS WITNESSES:

1. _____

2. _____

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 23

MBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES
SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A
SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID: 08 May 2023

MINIMUM REQUIREMENTS:

All tenderers will be evaluated on the critical items that are considered as gate keepers for eligible tenderers for this project. It should be noted that the tender data states more items not listed below and the remaining items are considered to be non-critical for elimination of tenderers at stage one.

- An Original Tax Clearance Certificate issued by the South African Revenue Services
- Certificate of Authority of Joint Ventures/Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
- Any municipal rates account should not be in arrears for more than 90 days.
- certified ID copies of board of directors or member of company.
- Central supplier database (CSD) report must be provided.
- Sign all the relevant field.
- Valid original B-BBEE certificate or sworn affidavit.
- Registration Certificates of Entities – Joint Ventures/ Close corporations/ partnership/ Company/ Sole Proprietor

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 24

Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data.

3.8. Location of The Project

Kgatelopele Local Municipality

4. PROJECT SPECIFICATION

3.1.1. BACK-OFFICE CONTRAVENTION MANAGEMENT SYSTEM

The Service Provider shall ensure that:

- Fully operational service centre by the service provider on the located premises of the local authority.
- Bear all associated costs of the service centre and its operation including, but not limited to, alterations, furnishing, equipment, materials and consumables.
- The service centre will be operated by the service provider employees and will be assisted by Traffic Administrative employees to deal with the day-to-day activities for duration of the contract.
- Provide and operate a contractor system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977)
- Implement measures to ensure that the service centre operations comply with directives of the Local Authority, the courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and procedures (TCSP).
- Allow the Local Authority to inspect the activities of the service provider at all times to ascertain compliance with all terms and conditions of this agreement.
- The Service Provider shall be responsible to manage back office which will include inter alia a helpdesk, call Centre as well as the administrative processes involved in capturing traffic offences as well as preparing documentation to be used in Court.
- The Service Provider shall appoint at its own costs qualified local personnel for the back-office and call Centre.
- The Service Provider shall give the necessary training to the personnel mentioned in the previous paragraph.
- The Service Provider shall give the necessary training to the relevant personnel employed by Kgatelopele local municipality on the traffic contravention system if another contravention system other than the one in use by Kgatelopele local municipality is to be used.
- the service provider shall supply its own hardware including computers and printers for the back office.
- the service provider shall be responsible for the software license for at least [0] users but not limited.
- The Service Provider shall be responsible for all the communication lines of the back office, which include telephone communication lines and lines linking

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 25

- all the computers of traffic contravention system and Wi-Fi & Internet.
- The Service Provider shall be responsible for the capturing of locations, charge codes, charge sheets, officer details, etc; if another contravention system other than the one currently in use by Kgatelopele Local Municipality is to be used.
- The contravention system shall have an eNATIS interface for the downloading of details of the registered owners of offending vehicle.

3.1.2. The Service Provider shall be responsible for the supplying of the following forms:

- Section 341 notices.
- Notice before summonses.
- All the sizes CONSOL paper that are needed.
- Section 54 summonses.
- Representation letters.
- Notice before Warrant of arrest.
- Warrants of arrest.
- Receipts
- Forms required in terms of the Administration Adjudication of the Road Traffic Offences Act, Act 46 of 1998 (AARTO) when the said act come into force in the Northern cape of the **KGATELOPELE** Local Municipality

The Back Office shall be responsible for on-sight printing of:

- Section 341 notices (camera mailers).
- Notice before summonses.
- All control documents (section 54 and 56 notices).
- All court registers (section 54 and 56 notices).
- All warrants of arrest registers (section 54 and 56 notices).
- Section 54 notices.
- Representation letters.
- Warrants of arrest letters.

►Printing of Court related documentation by Court:

- Court rolls (Criminal Case Register)
- Section 341 Control Register – Daily
- Section 56 Control Register – Daily
- Section 54 Control Register – Daily
- Spot Fine Register – Daily
- Admission of Guilt Register – Daily
- Contempt of Court Register
- Warrant of Arrest Register

►Printing reports for internal use:

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 26

- Audit trials
- Outstanding representation results
- Habitual offender lists
- Concept Court Register
- Server analysis reports
- Any other reporting that may be required in the process

► **Monthly Management reports for analysis and report back purposes:**

- Section 341 and Section 56 analysis and statistical reports
- Officer statistics
- Payment collection reports
- Any other reporting that may be required

► **Payment transactions processing:**

- Provide an online database for the purpose of performing validated payments through the Commercial Banks, South African Post Office and Easy Pay
- Update the System with the related payment transaction details received.
- Provide reconciliation procedures to ensure the accuracy of payment transactions.

The Back Office shall:

- Perform the function of the amendment of the particulars of offenders.
- The Service Provider shall be responsible for the whole function of the postage of all notices to the offender.
- The back office shall be responsible for submitting of reports required by the Municipality e.g.: officer reports, income reports, monthly income reports, management reports and all other relevant reports required by the municipality.
- The service provider shall be responsible to activate all payment channels with financial institutions and other institutions e.g., banks, retailers etc.
- The back-office agreement will be reviewed upon the implementation of AARTO in the Kgatelopele Local Municipality Northern cape Province. (Administrative Adjudication of Road Traffic Offences)
- The contravention system must provide record of habitual offenders as well as taxi offences.
- The Service Provider shall operate the traffic contravention System independently from Kgatelopele Local Municipality's I.T. Network.
- The Service Provider shall at its own cost ensure the provision of an acceptable backup system.

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 27

The Back Office System shall:

- Be linked to the handheld devices to include all Traffic violations.
- Automatically send out faxed, Sms, user account statements and pdf copies of infringement notices to offenders.
- Appointment of serving agents locally and national in conjunction with the Traffic department and the Criminal Procedures act and that the proper procedures be followed.
- The serving agent's performance will be monitored by the service provider local authority and the remuneration thereof

3.1.3. THE SERVICE PROVIDER SHALL PROVIDE THE FOLLOWING EQUIPMENT:

3.1.3.1. ROAD TRAFFIC ENFORCEMENT CAMERA SYSTEM

- (a) Minimum system requirements
SANS 1794 compliance and certified as "type approved" by an independent laboratory
- TCSP Guideline compliant
- (b) Minimum integrated functional requirements for Multipurpose Road Traffic Enforcement Camera System unit supplied
- ▶ Standard requirements for all camera units:
- ♦ Real-time Automatic Number Plate Recognition for each vehicle measurement
 - ♦ Number Plate output in data file
 - ♦ Provide Number Plate read confidence indication in data file
 - ♦ GPS coordinates shall be provided on the infringement data block
- ▶ For Radar requirements:
- ♦ Radar type C [as per TCSP guidelines definition] showing distance, angle and speed in the infringement data block
 - ♦ Lane indication provided for capture and adjudication purposes in the data file
 - ♦ Vehicle classification is provided in the data file for infringements where the class speed limit is enforced
 - ♦ Vehicle classification, is verified in the integrated back-office using the eNaTIS vehicle class
- ▶ For Laser requirements
- ♦ Fully automatic mode of operation, un-triggered
 - ♦ Configurable capture windows based on distance to vehicle

(c) Communications

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 28

- * Wireless LAN
- * 3G
- * Remote flash connection
- * USB 2.0

(d) Location identification

- GPS [on data block]
- Compass providing a bearing used to check the direction of operation

(e) Required night-time illumination

- LED infrared flash
- Remote triggering via wireless connection to the Multipurpose Road Traffic Enforcement Camera System
- Able to illuminate at full video frame rate

(f) Minimum road-side housing requirements

- Camera and processor housing
 - Single integrated housing for Camera, processor, storage and all other elements of the system, excluding only the remote flash unit
- Light-weight housing of the Multipurpose Road Traffic Enforcement Camera System with:
 - power supply connection,
 - smart-card sensor,
 - integrated GSM and GPS antenna,
 - tamper alarm input
 - USB and Ethernet ports, and
 - LED status indicators
- Road-side secure housing as per requirements
 - 3 point lockable housing
 - Equipped with integrated tamper alarm sensor, including accelerometer with automatic SMS alert broadcast via the Multipurpose Road Traffic Enforcement Camera System
 - Carry handles
 - Built in battery housing compartment
 - The housing should be attached, with concealed internal fasteners not accessible from outside the housing unit, to a permanently secured [embedded] concrete plinth with attachment points
 - As a minimum, the road-side configuration shall include the following options
 - Tripod mounted [mobile, operator required]
 - Plinth mounted [secured and embedded]

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 29

- Pole mounted [secured]
- On-site battery operation

(g) Multipurpose Road Traffic Enforcement Camera System, minimum requirements for user interface are:

- Remote computing device [tablet PC or similar]
 - Control all major camera and system functions
 - Monitor system status remotely
 - Receive live infringement picture updates

Web-based access shall be via WIFI and/or 3G [secure APN network] and secure Ethernet using any HTML5 compliant browser

- Live view of infringements, including during infringement capture
- Display, with paging, of the last 20 infringements as a minimum
- Live video while capturing infringements streamed to the user interface device
- Capability of both manual and GPS based configuration of location codes
- Live display of total vehicle count and infringement count statistics for the session or day
 - Live display of hourly breakdown of Vehicle count and Infringement count statistics for the session or day

○ Real-time display of Multipurpose Road Traffic Enforcement Camera System status:

- Graphical summary of system status
- Serial number
- Location
- Calibration date
- Camera optics status
- Networking interfaces
- GPS location
- Compass heading
- Power-supply
- Internal operating temperature

(h) Other elements

Configurable automated download to the integrated back-office of infringements via any network interface, WIFI, 3G or ethernet, with push/pull filtering based on as a minimum of:

- All new
- Last Week
- Last Month
- All stored infringements
- Electronic laser alignment for Laser based trigger

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 30

- Preset and on-site configuration of location codes
- On-site setup of red-light enforcement
- On-site configuration of point-to-point speed enforcement sections using GPS co-ordinates and identifying "linked" point-to-point camera via integrated back-office system

Speed Law Enforcement by Camera requirements:

- **2** x Complete mobile speed law enforcement cameras for day and night operations with flash and or external flash and tripods.

3.1.4. ROADBLOCK SUPPORT VEHICLE

- The contractor shall make available one roadblock support vehicle for use by the Municipality as and when requested
- The road block support vehicle shall be equipped with automatic number plate recognition (ANPR) systems capable of automatically detecting vehicles with outstanding offences, warrants of arrest, false number plates, or any other information for which the vehicles may be sought and alerting system operations with an audible tone and message alert. The system should also have a real time live interface with eNatis to flag vehicles that are unlicensed or not roadworthy. Interface with the South African Police Service to alert for any stolen vehicles will be required.
- The road block support vehicle shall be equipped with facilities for online enquiries on the contractor system and the viewing of camera images at the roadside.
- The road block support vehicle shall be equipped with facilities for the immediate production and printing of scanned copies of warrants of arrest and summons returns of service at the roadside.
- The road block support vehicle shall be equipped with facilities for the immediate production and printing of summonses at the roadside to allow serving on previously untraceable persons.
- The road block support vehicle shall be equipped with systems for the transmission of electronic copies of documents and printing at the roadside as necessary.
- The road block support vehicle shall be equipped with secure facilities accepted by the Municipality for the taking of fine payments by the Municipality at the roadside
- The road block support vehicle shall be equipped with the tools necessary for conducting of efficient roadblocks, including portable computers, printers, scanners, fax facilities, electronic information displays, generators, signs, cones, temporary speed calming equipment, reflective barrier tape and the like.
- The road block support vehicle as well as the sedan shall remain the property of the contractor who will be responsible for all fuel maintenance, servicing, repair, insurance, insurance claims and other matters related to the ownership

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 31

of the vehicles and associated equipment.

Law Enforcement Vehicle requirements:

- **1** x Fully operational, automatic number plate recognition system mobile roadblock bus with roadblock trailer for day and night operations with electronic pay point installed on site and all roadblock equipment necessary to do fully K78 roadblock.
- **1** x Fully equipped automatic number plate recognition system sedan motor vehicle for visible control and execution of Warrant of Arrests and traffic offenders.

3.1.5. OBLIGATIONS IN RESPECT OF INFRINGEMENTS AND OFFENCES ISSUED IN TERMS OF THE AARTO ACT

In the event that the AARTO Act is implemented in (enter name) Municipality before, or during the term of this tender, the contractor shall have the following obligations:

a) In respect of infringements and offences issued in terms of the AARTO Act and Regulations, the Contractor shall:

- Co-operate with the Municipality to implement AARTO and comply with any reasonable instruction received from officials of the Municipality in this regard.
- Establish with the assistance of the Municipality a secure network connection and interfaces to the eNatis that will allow the contractor to perform AARTO-related transactions on the National Contraventions Register (NCR)
- Devote sufficient staff and resources and establish sufficient technical infrastructure, which will include workstations (personal computers) for the contractor's eNatis users, network connections to the eNatis, as well as printing and scanning devices in order to perform its AARTO obligations for the Municipality.
- Ensure that all its staff who is utilized for AARTO are adequately trained to perform their functions and that those staff that are using the eNatis system are, with the assistance of the Municipality, duly registered as eNatis users with the correct authorizations and system profiles.

b) Upload all camera infringements and offences from the contractor's Local Contravention Management System (LCMS) to the NCR. Data capturing of camera cases, verification and adjudication by a peace officer will take place on the LCMS. The adjudicated camera infringement data, associated images and thumbnails of the vehicle number plates will be uploaded to the NCR and the infringement numbers returned by the NCR will be recorded against the relevant violations on the LCMS. The contractor will comply with the uploading procedures as prescribed in the relevant AARTO Standard Operating Procedures (SOP's)

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 32

c) Perform the following functions in accordance with the relevant SOP's and under the direction of the Municipality:

- Managing eNatis/NCR user administration of contractor users.
- Managing infringement notice books bulk orders on the NCR
- Capturing handwritten infringements (AARTO 01 and AARTO 32)
- Capturing notices of summons to be issued for offences (AARTO 33)
- Capturing unattended vehicle notices (AARTO 31)
- Updating infringements on the NCR
- Uploading camera infringements on the NCR
- Querying infringements
- Reprinting infringement documents
- Receiving, recording and processing of AARTO elective options applications. (Excluding over-the-counter transactions which will be done by the Municipality)
- Recording offences and their outcomes on the NCR

d) Establish the interfaces necessary to allow AARTO payments to be taken via the Municipality's cash receipting system and the Municipality's third-party payment agents and for such payments to be validated and recorded on the NCR in real time.

e) Record unacceptable cheques/RD cheques on the NCR

f) Manage court cases in accordance with the AARTO SOP's and in consultation with the Municipality

- Where persons elect to be tried in court
- Where cases originate from offences
- Record offences on the NCR
- Allocate courts and court dates
- Generate and prepare summonses
- Serve summonses through summons servers authorized by the Municipality
- Generate and prepare court rolls
- Update outcomes of court proceedings on NCR
- Record arrests

g) Print AARTO reports, management information and statistics for the Municipality.

h) Record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP's

i) Procure from the Government Printer or other suppliers where applicable, all AARTO stationery required by the Municipality, including infringements Notice books, application forms and pre-printed paper.

i) Keep a sufficient stock of AARTO stationery to fulfill the requirements of the

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 33

Municipality at all times and make such stationery available to the Municipality as and when requested at no cost to the Municipality

k) Enter into a Service Level Agreement (SLA) with the South African Post Office (SAPO) for the printing and mailing of all AARTO 03 Infringement Notices on behalf of the Municipality, as well as any other bulk mailing that is required in terms of AARTO.

l) Facilitate the creation of the Municipality's print files on the NCR for downloading to SAPO via the prescribed online interfaces to enable SAPO to print and post infringements and other documents via registered mail, or as prescribed by AARTO SOP's.

m) Make payment to SAPO for any printing and posting of infringements, or other documents, on behalf of the Municipality

n) Not accept cash payments, deal directly with the public or perform over-the-counter AARTO transactions

o) Record unacceptable cheques/RD cheques on the NCR

p) Adapt its AARTO operations to comply with any changes in the AARTO Act and Regulations, or new and amended SOP's that may be introduced.

3.1.6. TRANSITIONAL ISSUES

The contractor shall:

a) Take responsibility for all new fines issued from date of commencement of the contract.

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

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

- Continued use of the contractor system by the new service provider
- Costs involved for continued use of the contractor system
- Training and on-going support for the new service provider in the use of the contractor system

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 34

- Licensing of the contractor system software to the new service provider
- Arrangements for the possible transfer or leasing of hardware associated with the contractor system to the new service provider
- Arrangements for the possible transfer or leasing of any other infrastructure, equipment, assets, stock, documentation, consumables, etc. to the new service provider.
- Any other arrangements that could facilitate the smooth transition of operations to a new service provider with minimal disruption to the Municipality.

5. Functionality

Proof of Contactable References is required, as indicated below, and must accompany each proposal.

The bidder's tender will be evaluated on the following criteria and they must score 60 or higher out of 100 To be evaluated further:

The bidder must provide information as requested. Failure to provide evidence may result in the tender

Not being evaluated further

	CATEGORY / CRITERIA	Maximum Points Attainable	Points claimed
1	BACK OFFICE FOR FINE COLLECTION	30	
1.1	Provide detail of innovative processes to Ensure payment of fines. Substantiating documentation to be marked "ANNEXURE A"		
1.1.1	>3 Vendors	30	
1.1.2	1 – 3 Vendors	25	
1.1.3	No Vendors	0	
2	SIMILAR EXPERIENCE IN TRAFFIC CAMERA VIOLATIONS	30	
2.1	6 – 10 Years	30	
2.2	4 – 6 Years	25	
2.3	1 – 3 Years	15	
3	Number of end-to-end sites currently in Operation	30	
	7+ sites	30	
	4-6 sites	25	

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 35

	1-3 sites	10	
4	LOCAL ECONOMIC DEVELOPMENT	10	
	Bidder situated in Northern Cape	08	
	ZF Mgcawu District Municipality	10	
	Bidder situated in outside the Northern Cape Province	5	
		100	

CRITERIA	POINTS ALLOCATED
Front & Back office	40
Warrant services & Mobile Traffic Assistance	30
Professional Compliance	30
Total Points	100

Technical Criteria	Description	Points	Total Points
Front & Back Office	Support Operations	10	40
	Service Centre	4	
	Operations	4	
	Summons Serving	4	
	Payment Facilities	4	
	Offender Tracking & Call Centre	4	
	Implementation Plan (A copy must be attached to the tender document)	10	
Warrant Services & Mobile Traffic Assistance	2 x Complete mobile speed law enforcement cameras	5	30
	1 x Fully operational, automatic number plate recognition system mobile roadblock bus with roadblock trailer	5	
	2 x Handheld ticket issuing devices	5	
Professional Compliance	Equipment to be certified according to TSCP guidelines, NPA (National Prosecuting Agency) and SANS 1795.	10	

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 36

	(Certificate of registration must be attached)		20
	Proof for at least Local Authorities, Provincial & Metro's where they are currently rendering a Comprehensive Traffic Management Law Enforcement Back Office Service.	10	
Total	Note: The minimum score be 70 out of 100 to be considered in the Next evaluation phase, failure to meet 70 will result in automatic disqualification. Evaluation	100	100

1. Front and Back Office

Criteria	Points	Total points
Support Operations:	12	60
Prepare and submit any way-leave applications, sitemaps and other supporting documentation necessary and ensure that the required permits and/or licenses and/or regulatory approvals have been obtained before installation of the camera and ancillary equipment.	0.5	
Conduct field surveys and produce statistics on road usage and offence patterns at specific sites as and when directed by die local Authority in order to assist the violation enforcement as required.	0.5	
Inspect the cameras and ancillary equipment at least once per month with the prior approval of the Local Authority in order to ensure that the cameras and ancillary equipment are in good working order and of neat and well-maintained appearance at all times;	0.5	
Comply with any requirements from the Local Authority in respect of fixed camera installations and supply any additional equipment as may be specified by die Local Authority from time to time in order to facilitate inspection and operation of the cameras;	0.5	
Maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras;	0.5	
Repair any damage to or defect in the camera and ancillary equipment, provided that if a camera cannot be repaired a replacement camera shall be made operational on the relevant site	0.5	

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 37

within 24 hours of notification from the Local Authority replacement cameras must be comply with all requirements in term of this contract;		
Calibrate the cameras at 6 (six) monthly intervals, or as required by the Director of Public Prosecutions (DPP) and as published in the prosecution guidelines, or at such other as may be required by die Local Authority from time to time and ensure that the calibration certificates are provided to the Local Authority;	0.5	
Ensure that information signs with regard to enforcement by camera are erected and maintained on roadways in strict accordance with the specifications, directions, conditions and timeframe set by die local Authority.	0.5	
Provide training workshops in the use of the cameras and ancillary equipment to the employees of the Local Authority as and when required by the Authority. The contractor shall bear all cost associated with the provision of any such training workshop and issue certificates to the Local Authority's employee in respect of training received;	0.5	
Take out insurance covering damage or loss of the contractor's cameras and ancillary equipment for any reason and maintain such insurance for the duration of this agreement;	0.5	
Establish a processing Centre at their own cost which is conveniently located premises as agreed to in writing by the Local Authority and ensure that the processing Centre is spacious enough and suitably equipped to serve the needs of the contractor as well as the peace officers of the Local Authority who will utilize the processing Centre for downloading of images and adjudication of cases;	0.5	
Upload all cameras images and data and capture any additional particulars as may be required to successfully prosecute the offence.	0.5	
Upload and process images and data received from the Local Authority's enforcement system, the provincial traffic department or any other images and data as directed by the Local Authority.	0.5	
Provide facilities and systems for peace officers of the Local Authority to adjudicate every image and associated data and either accept as prosecutable, or reject it as non-prosecutable.	0.5	
Ensure that the contractor system "force" each image to be adjudicated by a peace officer and be capable of identifying the peace officer responsible for the adjudication.	0.5	
Ensure that the contractor system shall not allow any image to be tampered with, deleted, cancelled or rejected by any person other than the adjudicating officer and that it provides detailed statistical report on the number images uploaded, expected or rejected by each adjudication officer with appropriate reasons for rejections.	0.5	
Provide the Local Authority with the images and data in a suitable medium to be kept prime evidence for the prosecution of cases in court as required by applicable legislation.	0.5	

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 38

Provide an internet facility which shall include, but not be limited to, viewing of all images and related data captured by the cameras and the payment of any camera related fines. Please note: the prior approval of the Local Authority is required before the electronic payment of fines may be implemented.	0.5	
Make available the images and data to the Local Authority, or any other party as directed by the Local Authority, for inclusion in their internet viewing and payment facility or for any other reason whatsoever;	0.5	
Produce expert evidence in court (either documentary or viva voce) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds provide that the intellectual property of the manufacturers of the cameras is not comprised.	0.5	
Upload statistics gathered by the cameras after every session and make the statistic available to the Local Authority in an acceptable format as and when required, including the number of the vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation and the 85 th percentile.	0.5	
Provide the Local Authority with a system for remote monitoring of camera operation and wireless uploading off offences from fixed cameras.	0.5	
Provide real-time updates relating from payments received from Mobile roadblocks, pay points and electronic services.	0.5	
Service Centre:	5.5	
Establish a service Centre at conveniently located premises as agreed in writing by the Local Authority, an all functions shall be carried out locally with in the municipal area; no remote processing, administration or customer support shall be done remotely.	0.5	
Bear all associated costs of the service Centre and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials, consumables & law enforcement related documents.	0.5	
Ensure that the service Centre is operated by the contractor employees during the Local Authority's normal office hours, or any other hours as needed by Local Authority.	0.5	
Provide and operate a contractor system software package developed for the administration and management of Traffic and BT-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1997).	0.5	

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 39

Implement measures to ensure that the service Centre operations comply with directives of the Local Authority, the courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and procedures (TCSP).	0.5	
Allow the Local Authority to inspect the activities of the service contractor is at all times complying with all terms and conditions of this agreement.	0.5	
Appoint such number of contractor employees as required by the contractor in order to fulfill its obligations in terms of the provisions of this agreement.	0.5	
Provide adequate management expertise and supervision in the service Centre to effectively manage all its functions.	0.5	
Ensure that all contractor employees are suitably qualified and/or trained to perform.	0.5	
Ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement.	0.5	
Take sole responsibility for any sub-contractors and agents the contractor may appoint to assist in delivering the contractor services and acknowledge that the contractor remains solely responsible for ensuring that the contractor services are rendered in accordance with the terms and conditions of this agreement.	0.5	
Operations:	7	
Automatically update the contractor system by importing offence records from camera related offences.	0.5	

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 40

<p>Capture the data related to the following:</p> <ul style="list-style-type: none"> Section 341 notices issued Section 56 notices issued Representations received from offenders Representation results Court results Authorization of Warrant of Arrest Name and address changes Change of offender detail Return of service of summonses Execution of Warrant of Arrest 	0.5	
<p>Establish an interface with the e-NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and contractor system accordingly.</p>	0.5	
<p>Establish an interface with the e-NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the e-NaTIS system.</p>	0.5	
<p>Generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary:</p> <ul style="list-style-type: none"> Section 341 notices (camera mailers) Notification of No Admission of Guilt offence Notification of Red-Light Violation offences Warrant of Arrest notices Letters to obtain details of responsible person in case of company vehicles Representation acknowledges letters Representation result letters General letters Any other documentation required for the successful operation of the Service Centre 	0.5	
<p>Ensure that the layout, design and content of any documentation produced by the contractor system and sent out to the general public or the Courts are approved in writing by the Local Authority before being printed.</p>	0.5	
<p>Include a full color image and relevant offence details on Section 341 notices.</p>	0.5	

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 41

Generate, print and process the following Court related documentation by Court: Section 54 Summonses Court Rolls Section 341 Control Register Section 56 Control Register Section 54 Control Register Section 341 Spot Fine Register Pro forma Section 341 spot fines to accompany the Spot Fine Register Admission of Guilt Register	0.5	
Prepare daily "mail bags" containing all documentation for dispatch to the local authority's various offices managing the court administration of the respective Courts.	0.5	
Generate, print and process the following reports for internal use: Audit trials Concept Court Register Summons Server productivity analysis reports	0.5	

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 42

<p>Provide the Local Authority within 21 days of the end of each calendar month with the following management information and statistics on:</p> <p>Detailed analysis of section 56 and 341 and camera offences showing the number of offences, values, actual payments, Success rates, withdrawal, untraceable and outstanding offences, Comparison of monthly offences volumes. Number and value of payments received by the Local Authority and income generated.</p> <p>The number and value of fines reduced versus the number and value of fines originally issued.</p> <p>Status of all offences at the various processing stages.</p> <p>Month by month statistical analysis of offences committed per suburb, ward, and sub-council area.</p> <p>Representation results showing "proceed", "withdraw", "reduced" Separately.</p> <p>Outstanding representation results.</p> <p>Officers' stats and productivity.</p> <p>Detailed analysis of officer errors on handwritten notices.</p> <p>Offenders or vehicles with the most outstanding fines or warrant of arrest. ("Top 10 report")</p> <p>Number of first appearances per court per month.</p> <p>Number of cases struck of the roll per month.</p> <p>Number of withdrawals per court per month</p> <p>Number of warrants of arrest authorized per court per month.</p> <p>Total revenue accrued per court per month</p> <p>Number of "double contempt" per court per month</p> <p>Number of remanded cases per month</p> <p>Any other statistics or reporting that may be required by the local Authority</p>	0.5	
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Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 43

<p>Ensure that general housekeeping procedures are established and performed in respect of the contractor System including but not limited to the following:</p> <p>Creating a daily backup of all data and images captured on the contractor system to be made available to the Local Authority on Request.</p> <p>Creating a weekly full system back-up and ensure that it is stored at a secure off-site location as agreed in writing by the Local Authority and to be made available to the Local Authority on request.</p> <p>Performing system administrator duties such as registering users on the system and assigning user rights Performing regular, scheduled history runs to remove redundant data from the system</p>	0.5	
<p>Ensure 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.</p>	0.5	

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 44

Fixed camera to be moved to approved sites on intervals as per directive of the local Authority.	0.5	
Summons Serving:	6	
Ensure that summonses are successfully served inside and outside the boundaries of the Local Authority in strict compliance with all applicable legislation, judicial guidelines, authorizations and directives from the local authority.	0.5	
Ensure that summonses are served within 6 (six) months of the date of offence, provide that this period may be extended to a maximum of 12 (twelve) months where a summons has to be re-issued due to receipt of a notification of change of offender, or such other period as agreed in writing by the local authority.	0.5	
Appoint an adequate number of serving agents inside and outside the boundaries of the local authority to serve the summonses generated by the contractor system.	0.5	
Ensure that serving agents appointed to serve summonses within the boundaries of the local authority are duly authorized and approved by the contractor system.	0.5	
Ensure that serving agents appointed to serve summonses on behalf of the local authority in areas outside the boundaries of the local authority are duly authorized by the applicable Local Authorities to do so.	0.5	
Ensure that the contractor system is capable of registering all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance and the status of every summons at any time'.	0.5	
Take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorization and the law.	0.5	
Administer all summonses and the allocation therefore to serving agents, provided that the Local Authority will be responsible for stamping all summonses produced by the contractor system.	0.5	
Allow the checking and stamping of summonses by the Local Authority's employees as and when required.	0.5	

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 45

Facilitate and support the serving of summonses by the Local Authority's employees at roadblocks, or as and when determine by the Local Authority	0.5	
Provide a facility for immediate or on-site production of summonses at roadblocks for the purpose of serving on offenders that have been apprehended at the roadblocks.	0.5	
Take responsibility for the serving and finalization of summonses emanating from the legacy system of the Local Authority and not yet served at date of commencement of this agreement.	0.5	
Payment Facilities:	3.5	

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 46

<p>Ensure that the contractor system has an integrated cashiering facility that enables the cashier to take spot fines, admission of guilt fines and contempt of court fines online at remote workstations.</p> <p>Ensure that the contractor system provides for the following in respect of cashiered transactions:</p> <ul style="list-style-type: none"> - System printed receipts - Show balance of outstanding fine amounts on receipts - Receipts reprints by authorized supervisor - Cancellation of payment transactions only by authorized supervisor - Taking of payment before the corresponding notices have been captured - Daily cashing-up showing the daily transactions for the cashier and giving the amounts taken by payment Type (cash,cheque,etc) - Daily reports showing payments taken in respect of each Court - Daily reports showing payments taken by a user or users in a designated group - Reports detailing the allocation of money received to multiple income votes including the amounts taken in Respect of contempt of court - Reports showing payment transactions cancelled by supervisor - Reports showing the cashier that were active on the system by user group - Reports showing the fines have been re-installed subsequent to payments being dishonored (e.g. RD Cheques) - Audit trails and reports as necessary for auditing purposes - User authorizations to allow system administrator to nominate the transactions a user to perform on the System. 	0.5	
<p>Provide a website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines after electronic validation of the fine payments on the contractor system, electronic updating of the contractor system with fine payments so taken, electronic transfer of money taken for fines into the Local Authority's bank account.</p> <p>Please note: The Local Authority's prior approval is required before the electronic payment of fines may be implemented.</p>	0.5	

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 47

Enable the viewing of offence details and images captured by the cameras on the websites of the Local Authority and other service providers with who the Local Authority has agreements by providing such offence details and images to the Local authority and its service providers,	0.5	
Provide monitors for public viewing of offence details and images captured by the cameras. Provide the Local Authority daily with a consolidated data file of all categories of traffic fines payable in order to achieve the payment of as envisaged above,	0.5	
Import a daily consolidated data file received from the local Authority of all categories of traffic fine,	0.5	
Offender Tracking and Call Centre	3.5	
Establish and operate an on-site call Centre within the service Centre which shall be utilized to perform the following functions: - Notify offenders of outstanding notices, summonses, warrant of arrests, etc. via SMS, e-mail or other Other electronic needs, - Trace offenders with inaccurate address details telephonically - Updates contractor system with change of offender details - Remind offenders of upcoming court dates - Notify offenders of warrants of arrest authorizes Any other activity that may be necessary to assist or trace offenders,	0.5	
Take effective steps to ensure that call center employees conduct the various types of telephone calls to offenders in accordance with scripts approved by the Local Authority	0.5	
Trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up-to-date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like.	0.5	

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 48

Create and maintain an offender database with the most recent known and confirmed particulars of offenders including full name, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained	0.5	
Utilize the confirmed particulars in the offender database in the first instance for the production of notices and summonses.	0.5	
Ensure that the contractor system has the facility to produce reports detailing conflicts between the information captured and the information received from the eNaTIS system Ensure that the contractor system has the facility to record the registration numbers of vehicles using false plates and to prevent notices being sent to the legitimate owners of such vehicles.		
Provide reports to the Local Authority giving details of habitual offenders and vehicles using false number plates.	0.5	
Implementation Plan (a copy must be attached to the tender document)	22.5	

Warrant Services & Mobile Traffic Assistance

Criteria	Points	Total Points
As a start up the contractor will supply the following at Contractor's cost:	5	
3 x Mobile speed enforcement cameras	5	
3 x Fixed camera & ladder with 6 site poles as determined by the Local Authority	5	
1 x Automatic Number plate recognition system – complete mobile roadblock bus	5	
20 x handheld ticket issuing devices	5	
As a minimum, the fixed and mobile digital enforcement system shall be compliant with the following: The Traffic surveillance and law enforcement system shall, as a minimum, be compliant with SANS 1795, including part 5, "Data capturing and recording devices for road traffic law enforcement equipment", certification of compliance shall be provided with the tender. Failure to do so shall result in the disqualification of the tender.		

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 49

PRICING SCHEDULE:

4. SERVICE FEE

- The fees referred to relates to the cost of work associated with the Services, including the supply of personnel, equipment, general operating costs, telecommunications, network connections, vehicle operating costs, postage, serving of summonses, calibration of camera equipment, executing warrants of arrest at the roadside, and overhead costs such as maintenance and insurance.
- For the purposes of this Schedule 3, "Infringement notice" includes Section 54 summonses, Section 341 notices and Section 56 notices.
- Any additional service fees for the supply of any additional services will be agreed between the Parties and this Schedule 3 shall be amended accordingly.
- The Local Authority shall make monthly payments of the Service Fee within 30 days from date of invoice, which invoice will be based on records of payments made as reflected by the Systems.
- When reverse payments are authorized by Court, the tenderer shall bear the costs of such reverse payments.

5. PRICING SCHEDULE

Item no	Description and Specification	Quantity	Price per	Total Price (Including vat)
1.	Fixed price	As required		R
		TOTAL		R

Any discounts based on quantities: _____

NB: THE TOTAL SHOULD BE TAKEN TO FRONT PAGE OF THE DOCUMENT INCLUSIVE OF VAT:

- Required by:

- At:
.....

- Brand and Model

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 50

- Country of Origin
- Does the offer comply with the specification(s)?
***YES/NO**
- If not to specification, indicate deviation(s)
- Period required for delivery
Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 51

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.

.....

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 52

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.....

.....

Tenderer:

Kgatelopele Local Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____ Page | 53

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:

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

MBD6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the 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	80
SPECIFIC GOALS	10
BBBEE	10
Total points for Price and SPECIFIC GOALS	100

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = 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.

(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.)

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1

1

Witness 2

2

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)
Resident of KLM	5	10		
Resident of ZFMD	3	6		
Resident of NC	2	4		
Resident of RSA	1	2		
Non-resident of RSA	0	0		

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

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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:

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

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

MBD 6.2

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR
DESIGNATED SECTORS**

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, 2011** and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes 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. Where necessary, for bids referred to in paragraph 1.2 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.
- 1.4. 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 65$$

Where

x is the imported content in Rand

y is the bid price in Rand 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 of advertisement of the bid as required in paragraph 4.1 below.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids 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 (this includes labour and intellectual property costs), 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.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) 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?

(Tick applicable box)

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 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement 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 (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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

- 1 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.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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:
 - (i) 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 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (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 1286:2011.
- (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 1286:2011, 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, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY
THAT THE INFORMATION FURNISHED ON THISDECLARATION 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

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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 9) must be completed and submitted with the bid:

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

.....
Position

.....
Name of Bidder

PART C: THE CONTRACT

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

SECTION 2

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

C1. AGREEMENT AND CONTRACT INFORMATION

C1.1. FORM OF OFFER AND ACCEPTANCE

SHORT DESCRIPTION OF SERVICE/WORK:

THE SUPPLY AND INSTALLATION OF A FULLY COMPREHENSIVE LAW ENFORCEMENT BACK-OFFICE SYSTEM AND TRAFFIC LAW ENFORCEMENT EQUIPMENT FOR A PERIOD OF 36 MONTHS

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

The Tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data thereto as listed in the Tender schedules and by submitting this offer has accepted the conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

_____ Rand (In words)

R _____ in figures (or other suitable wording).

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender date, whereupon the Tenderer becomes the party named as the contractor/supplier in the conditions of contract identified in the Contract.

Signature(s) _____

Name(s) _____

Capacity _____

for the Tenderer _____

(Name and address of organization)

(Name and signature of witness)

Date _____

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the Contract Document. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

C1 AGREEMENT AND CONTRACT

GENERAL Error! Reference source not found.

Error! Reference source not found.

and documents or part thereof, which may be incorporated by reference into the above.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

Deviations from and amendments to the documents listed in the Tender Information and any addenda thereto as listed in the Tender document as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tender received one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer within 5 (five) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the Employer

(Name and address of organization)

(Name and signature of witness)

Date

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender documents and the receipt by the Tenderer of a completed signed copy of the agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and address of organization)

Name and signature of witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and address of organization)

Name and signature of witness

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

Date _____

CONTRACT AGREEMENT – SIGNING OF DOCUMENTS

SHORT DESCRIPTION OF THE WORKS:

THE SUPPLY AND INSTALLATION OF A FULLY COMPREHENSIVE LAW ENFORCEMENT BACK-OFFICE SYSTEM AND TRAFFIC LAW ENFORCEMENT EQUIPMENT FOR A PERIOD OF 36 MONTHS

We, the undersigned, on behalf of the parties to this contract agreement, hereby agree as follows:

Upon signature of the document headed "Contract Agreement", a formal agreement between the parties incorporating all the terms and conditions reflected in the original Tender Document, shall come into existence.

That the **original** Tender Document, which is in safe-keeping with the **Client**, shall be regarded as the only true record of the terms and conditions of the Agreement between the parties.

That the Tender Document consists of the items reflected in the attached copies of the Tender Document contents pages.

WITNESSES

CONTRACTOR

1. _____

DATE

2. _____

WITNESSES

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

CLIENT

1. _____

DATE

2. _____

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____ 1 _____

Witness 2 _____ 2 _____

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

TABLE OF CLAUSES

1. Definition
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties

Tenderer:

Kgatelopele Local

Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing,

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "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

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific 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 non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed newsmedia 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 specification

5.1 use of contract documentation and information

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

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

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

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

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

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

7. PERFORMANCE SECURITY

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following:
- (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 itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, 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.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

12. Transportation

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

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

Tenderer:

Kgatelopele Local

Municipality:

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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 and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

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.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

- 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.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 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 a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (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.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 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 in the case of infringement pursuant to Clause 6;

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

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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.

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

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

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____

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.

Tenderer:
Municipality:

Kgatelopele Local

Initial: Authorized Signatories 1 _____

1 _____

Witness 2 _____

2 _____