

MUNISIPALITEIT  
VAN  
PRINS ALBERT

Rig alle korrespondensie aan:  
DIE MUNISIPALE BESTUURDER  
Privaatsak X53, Prins Albert, 6930

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MUNICIPALITY  
OF  
PRINCE ALBERT

Address all correspondence to:  
THE MUNICIPAL MANAGER  
Private Bag X53, Prince Albert, 6930

Tel: 023-541 1036, Fax: 023-541 1035

## TENDER DOCUMENT

<b>TENDER NUMBER</b>		<b>48 / 2021</b>	
<b>TENDER DESCRIPTION</b>		<b>APPOINTMENT OF SERVICE PROVIDER FOR TRAFFIC SPEED MEASURING, PROVISION OF CAMERAS AND ADMINISTRATION SERVICES FOR FINE COLLECTION, FOR A CONTRACT PERIOD OF THREE (3) YEARS, FOR THE PRINCE ALBERT MUNICIPALITY</b>	
<b>CLOSING TIME:</b>	<b>13H30</b>	<b>CLOSING DATE:</b>	<b>28 MAY 2021</b>
Tender Box at: Administration Building Prince Albert Municipality 33 Church Street Prince Albert 6930		<b>NB:</b> 1. All bids must be submitted on the official forms – (not to be re-typed) 2. Bids must be completed in black ink in writing. 3. No bids will be considered from persons in the service of the State.	
<b>Name of Bidder:</b>			
<b>Tendered Amount:</b>			
<b>B-BEE Status level of Contribution</b>			
<b>Preference Points claimed:</b>			
<b>CSD Supplier Number:</b>			
<b>CSD Unique reference number:</b>			
<b>Signature of Prince Albert Municipality officials at Tender Opening:</b>		1.	
		2.	

**NB:**

B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

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## CHECKLIST


**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

Authority to Sign a Bid – is the form duly completed and is a certified copy of the resolution attached?	YES		NO	
<b>MBD 2</b> (Tax Clearance Certificate) – is an <b>ORIGINAL</b> and <b>VALID</b> Clearance Certificate attached?	YES		NO	
<b>Pre-Qualification Criteria</b> – Is the form duly completed and signed?	YES		NO	
<b>Specifications</b> – Is the form duly completed and signed?	YES		NO	
<b>MBD 3.1</b> (Pricing schedule) – Is the form duly completed and signed?	YES		NO	
<b>MBD 5</b> (Declaration for Procurement above R 10 million) – Is the form duly completed and signed?	YES		NO	
<b>MBD 6.1</b> (Preference Points claim for purchases/services) – Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?	YES		NO	
<b>MBD 6.2</b> (Declaration for Local Production and Content) – Is the form duly completed and signed? Are the relevant annexures (C, D & E) completed and submitted with this bid?	YES		NO	
<b>MBD 7.1</b> (Contract form – Purchase of Goods / Works) – Is the form duly completed and signed?	YES		NO	
<b>MBD 7.2</b> (Contract form – Rendering of services) – Is the form duly completed and signed?	YES		NO	
<b>MBD 7.3</b> (Contract form – Sale of Goods / Works) – Is the form duly completed and signed?	YES		NO	
<b>MBD 8</b> (Declaration of Past Supply Chain Practices) – Is the form duly completed and signed?	YES		NO	
<b>MBD 9</b> (Certificate of Independent Bid Determination) – Is the form duly completed and signed?	YES		NO	
<b>MBD 15</b> (Certificate of Payment of Municipal Accounts) – Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses and municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?	YES		NO	
<b>CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION SUMMARY / COMPLIANCE REPORT</b> – Are <b>ALL</b> the supporting documents attached	YES		NO	

**MBD 1**

<b>PRINCE ALBERT MUNICIPALITY TENDER NOTICE AND INVITATION TO BID DETAILS OF TENDERER</b>					
<b>NAME OF BIDDER:</b>					
<b>TRADING AS:</b> (if different from above):					
<b>STREET ADDRESS:</b>					
	<b>City / Town</b>		<b>Code</b>		
<b>POSTAL ADDRESS:</b>					
	<b>City / Town</b>		<b>Code</b>		
<b>CONTACT PERSON:</b>					
<b>ENTERPRISE REGISTRATION NUMBER</b>		<b>CIDB CRS NUMBER:</b>			
<b>TCS PIN:</b>		<b>FACSIMILE NUMBER:</b>			
<b>EMAIL ADDRESS:</b>					
<b>TELEPHONE NUMBER:</b>		<b>CELLPHONE NUMBER:</b>			
<b>HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?</b>			<b>YES</b>	<b>NO</b>	
<b>HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED (MBD 6.1)?</b>			<b>YES</b>	<b>NO</b>	
<b>HAS THE DELCARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED?</b>			<b>YES</b>	<b>NO</b>	
<b>DECLARATION</b>					
I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Prince Albert Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.					
<b>NAME (PRINT):</b>		<b>SIGNATURE:</b>			
<b>CAPACITY:</b>		<b>DATE:</b>			

**MBD 1**

	<b>PRINCE ALBERT MUNICIPALITY</b>		
	<b>TENDER NOTICE AND INVITATION TO BID</b>		
	<b>NOTICE NR:</b>	<b>48 / 2021</b>	<b>DEPARTMENT:</b>
<b>ADVERTISED IN:</b>	Municipal Website, Die Burger Newspaper, Notice Boards		
<b>DATE PUBLISHED:</b>	08 May 2021		
<b>BID NUMBER:</b>	<b>48 / 2021</b>		
<b>BIDS ARE HEREBY INVITED FOR:</b> (Tender Description):	<b>APPOINTMENT OF SERVICE PROVIDER FOR TRAFFIC SPEED MEASURING, PROVISION OF CAMERAS AND ADMINISTRATION SERVICES FOR FINE COLLECTION, FOR A CONTRACT PERIOD OF THREE (3) YEARS, FOR THE PRINCE ALBERT MUNICIPALITY</b>		
<b>CLOSING DATE &amp; TIME:</b>	<b>26 May 2021 @ 13h30</b>		
<b>EVALUATION OF TENDERS:</b>	Tenders shall be evaluated in terms of the Prince Albert Municipality Supply Chain Management Policy incorporating the Preferential Procurement Policy Framework Act, 2000. Bidders may claim preference points in terms of their B-BBEE status level of contribution.		
<b>APPLICABLE PREFERENTIAL PROCUREMENT POINTS SYSTEM:</b>	<b>80 / 20</b>		
<b>LOCAL PRODUCTION AND CONTENT REQUIREMENT:</b>	Local production and content are not applicable on this bid.		
<b>CIDB REQUIREMENT:</b>	Not applicable on this bid		
<b>TENDER VALIDITY PERIOD:</b>	<p style="text-align: center;"><b>90 Days</b></p> <p>Notwithstanding the period for validity of bids as set be deemed to remain valid until formal acceptance by the Prince Albert Municipality of an offer at any time after the expiry of the original validity period, unless the Prince Albert Municipality is notified in writing of anything to the contrary including any further conditions) by the bidder.</p>		

<b>COMPULSORY BRIEFING SESSION:</b>	<b>No compulsory tender clarification meeting will be held.</b>		
<b>OPENING OF BIDS</b>	Bids will be opened immediately thereafter, in public, at the Prince Albert Municipality Council Chambers: (Administration Building, 33 Church Street, Prince Albert, 6930)		
<p align="center"><b>AVAILABILITY OF BID DOCUMENTS:</b></p> <p>Tender Documents will be available at a cost of R400.00 (inclusive of VAT) from the Prince Albert Municipality at the Financial Services Department, or at no charge from the municipal website (Website navigation is as follow: Procurement – Tenders/Quotations available).</p>			
<p>Alternatively, print Copies of the Tender Documents will be available as from 07h30 and thereafter on weekday from 07h30 until 15h30, at Prince Albert Municipality: Supply Chain Management Unit, Finance Building, 23 Church Street, Prince, Albert, at a non-refundable fee, payable to a cashier at Prince Albert Municipality, 23 Church Street, Prince Albert, 6930.</p>	<p>The fee may also be transferred via EFT to:  <b>Prince Albert Municipality (Current Account)</b>  <b>ABSA Bank Prince Albert</b>  <b>Account nr: 26-4056-0064</b>  <b>Branch Code: 632005.</b></p> <p>Proof of payment will be required upon collection of the tender documents. Bid Number to be used as payment reference with name of payee. Tender Document reference number: <b>Tender 48/2021 and Company Name</b></p>		
<b>Date available:</b>	<b>10 MAY 2021</b>	<b>Non-refundable Documentation fee:</b>	<b>R 400.00 (Incl. VAT)</b>
<p>Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed WITH THE BID NUMBER, DESCRIPTION AND CLOSING DATE OF THE BID, and be deposited in the Tender Box, at the Administration Building of the Prince Albert Municipality, 33 Church Street, Prince Albert. 6930. Bids may only be submitted on the bid documentation that is issued.</p> <p><b>This bid is not subject to Local Production and Content.</b></p>			
<p>The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a minimum functionality score of <b>20 out of 25 points (80%)</b> for functionality in order to be evaluated further. Bids that do not meet the minimum functionality criteria will be regarded as non-responsive. The functionality criteria and weighting are set out in the tender document.</p>			
<p>Bids will be evaluated according to the 80/20 points system. The bids are subject to the Preferential Procurement Policy Framework Act 2000 and the Council's Supply Chain Management Policy.</p>			
<p>The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.</p> <p>Tenderers who are not yet registered are required to be registered on the Central Supplier Database (CSD). Application forms are obtainable from the official website (<a href="http://www.pamun.gov.za">www.pamun.gov.za</a>) and registration at the CSD at <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a> .</p>			

<b>ANY ENQUIRIES REGARDING TECHNICAL / SPECIFICATION RELATED INFORMATION MAY BE DIRECTED TO:</b>		<b>ANY ENQUIRIES REGARDING THE SUPPLY CHAIN MANAGEMENT PROCESS / BIDDING DOCUMENTS MAY BE DIRECTED TO:</b>	
<b>Section:</b>	Traffic Services	<b>Section:</b>	Supply Chain Management
<b>Contact person:</b>	Mr. Charlton Jafta (Manager: Community Services)	<b>Contact person:</b>	Christa Baadjies
<b>Tel:</b>	023 541 1320 / 073 256 8587	<b>Tel:</b>	023 541 1036
<b>Email:</b>	<a href="mailto:charlton@pamun.gov.za">charlton@pamun.gov.za</a>	<b>Email:</b>	<a href="mailto:scm@pamun.gov.za">scm@pamun.gov.za</a>

Authorized by:



**ANNELEEN VORSTER**  
Municipal Manager  
08 May 2021

## PRINCE ALBERT MUNICIPALITY

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of tender that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations, before an award may be considered.**

<b>1.</b>	In order to meet this requirement bidders are required to complete in full the form TCC 001 “ <i>Application for a Tax Clearance Certificate</i> ” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
<b>2.</b>	Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
<b>3.</b>	SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
<b>4.</b>	The original Tax Clearance Certificate and Tax Status Pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate and the tax status pin will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
<b>5.</b>	In bids where Consortia / Joint ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
<b>6.</b>	Applications for Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .



## **PRINCE ALBERT MUNICIPALITY**



**TENDER 48 / 2021**

**APPOINTMENT OF SERVICE PROVIDER FOR TRAFFIC SPEED MEASURING,  
PROVISION OF CAMERAS AND ADMINISTRATION SERVICES FOR FINE COLLECTION,  
FOR A CONTRACT PERIOD OF THREE (3) YEARS, FOR THE PRINCE ALBERT  
MUNICIPALITY.**

***Tender Specifications:***

### **1. INTRODUCTION**

Prince Albert Municipality hereby invites tenders from service providers to provide digital traffic speed measuring cameras and administrative services for fine collection for a contract period of three (3) years.

### **2. BACKGROUND**

The Prince Albert Municipality intends to appoint an experienced service provider for the provision of traffic law enforcement equipment, back-office systems and related services. The contractor will be expected to commence preparatory work as soon as the contract is awarded, so as to minimize disruption of services at the date of commencement.

The required services will include the supply and maintenance of digital camera systems to enforce speed at mobile sites. One (1) mobile camera systems is required. At the end of the contract period, it is required that ownership of any camera systems supplied by the contractor and in use for longer than two (2) must pass to the Municipality.

The Municipality requires a contravention system for the administration of all camera generated offences. This will encompass the full life-cycle of a camera generated fine from the initial capturing of the offence, through all the legal processes which

includes summons serving and court processes, up to the stage where the fine is ultimately finalized.

Over the period July 2015 to January 2018 the Municipality processed a total of 49,873 mobile offences. The contractor will have to prove to the satisfaction of the Municipality that its systems and infrastructure have the capability to process at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes.

Should the Administrative Adjudication of Road Traffic Offences (AARTO) Act be implemented in the Municipality before or during the period of the tender, the contractor will be expected to process all offences and infringements issued under the AARTO Act in accordance with the AARTO legislation and the AARTO Standard Operating Procedures (SOP's). The contractor will have to process AARTO infringements directly on the National Contravention Register (NCR) as prescribed, whilst, at the same time, concluding all non-AARTO cases on the contractor's own system. A separate section of this tender deals specifically with deliverables should the AARTO Act come into effect in the Municipality.

For non-AARTO related obligations the Municipality will pay the contractor an all-inclusive monthly service fee as full compensation for all equipment, systems and services delivered in terms of the contract, including any associated costs borne by the contractor. The monthly service fee will be based on a set fee for every fine payment recorded on the contractor system during the month regardless of how many charges are included in the fine.

For AARTO related obligations the Municipality will pay the contractor an all-inclusive fee based on the number of AARTO infringements successfully captured, or uploaded into the NCR. In addition, the contractor will be expected to conclude a service level agreement with the South African Post Office (SAPO) and to pay them for any printing and posting of AARTO related documents on behalf of the Municipality. However, the Municipality will fully reimburse the contractor for all the monthly SAPO expenses incurred on behalf of the Municipality, over and above the normal fees that are payable.

### **3. SERVICE LEVEL AGREEMENT**

The Service Provider will be required to enter into a Service Level Agreement with the Prince Albert Municipality which will set out the terms and conditions for the services to be rendered. These terms and conditions will be negotiated once the preferred bidder has been identified. **A draft service level agreement must be submitted with the tender.**

### **4. NEGOTIATIONS**

The municipality strictly reserves the right to select another Service Provider in the event that negotiations with the preferred bidder prove unsuccessful and/or are unduly delayed.

A process of final negotiations will commence upon final selection and notification of the Service Provider. Terms and conditions of the Service Level Agreement will be determined during negotiations in an effort to compile a comprehensive contract that will govern the relationship between the municipality and the Service Provider.

### **5. PERFORMANCE MANAGEMENT**

The Prince Albert Municipality has a Performance Management System where Service Providers are evaluated on a monthly basis. The points allocated monthly for the performance range from 1 (poor) to 5 (excellent). If service delivery is less than satisfactory (3 points), the service provider will be informed and instructed to rectify the shortcoming(s) within a said period of time. If the situation is not rectified, further steps may be taken and the contract may be cancelled.

- Service providers will be evaluated monthly on the following Key Performance Indicators (KPIs):
- Monthly reports submitted within 7 days after the end of each month
- Rollout of cameras in accordance to time schedule agreed upon.
- Back-up services and support systems available.
- Monthly inspections of equipment.

### **6. PRICING**

Prices must be firm for the period 01/07/2021 to 30/06/2022.

An annual price increase for the subsequent period not exceeding 8% will be allowed.

**7. SPECIAL CONDITIONS:**

	<b>SPECIFICATIONS</b>	<b>YES</b>	<b>NO</b>	<b>If “NO” please provide alternative</b>
<b>1. GENERAL OBLIGATIONS</b>				
1.	<b>The bidder shall:</b>			
	Nominate a suitable person based in the Western Cape to act as “contract manager” with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between the municipality and the contractor.			
	Perform all its duties under the supervision of the Prince Albert Municipality and in strict compliance with any instruction received from an authorized representative of the municipality.			
	Replace the “contract manager” upon receipt of a written request from the municipality in the event that the municipality is dissatisfied with the performance of the “contract manager”.			
	Acknowledge that the municipality retains ownership of the contents of the contractor systems database, including all the images and offence details in respect of each offender and make available to the municipality on request any data or images that may be required for any purpose whatsoever and in the format as requested.			
	Acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfil their obligations in terms of the contract, then the parties agree to re-negotiate the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of the Municipality, the only reasonable option is to terminate all or part of the contract, the municipality may unilaterally do so after giving the contractor one month written notice to this effect.			
<b>2. TENDER PRICES, INVOICING AND PAYMENT</b>				
	<b>The bidder shall:</b>			

	Set a fee per paid fine covering all obligations in terms of this contract. A paid fine is considered to be a fine that has been settled by the payment of one fine amount regardless of how many charges were included in the fine.			
	Calculate the monthly fee payable by the Municipality to the contractor by multiplying the number of fine payments recorded on the contractor system in the preceding calendar month with the set fee per paid fine and adding value added tax.			
	Submit to the Manager Community Services on or before the 7th day of each calendar month.			
	A report detailing the fines paid in the preceding calendar month as recorded on the contractor system.			
	A value added tax invoice detailing the fees payable by the Municipality to the contractor in respect of paid fines.			
2.2	<b>Set fee per AARTO infringement uploaded or captured: The bidder shall:</b>			
	Tender a set fee per AARTO infringement successfully captured or uploaded into the NCR covering all the contractor's obligations in terms of AARTO obligations of this contract, except for the cost incurred by the contractor to pay the South African Post Office for the printing and postage of infringements and other documents on behalf of the Municipality, which will be reimbursed separately. The set fee will be payable for every AARTO infringement with a unique number that is successfully captured or uploaded. If more than one infringement appears on the same infringement document, the set fee will be payable in respect of each of those infringements that are successfully captured. An infringement will be considered successfully captured or uploaded when it is accepted by the NCR for further processing. Infringements rejected by the NCR for any reason will not be considered successfully uploaded, regardless of whether the			
	Acknowledge that the Municipality will reimburse the contractor in full for the actual cost incurred by the			

	contractor to pay SAPO for any printing and posting of infringements, or other AARTO related documents, on behalf of the Municipality.			
	Submit to the Manager Community Services, on or before the 7th day of each calendar month, a value added tax invoice detailing the fees payable by the Municipality to the contractor together with proof acceptable to the municipality substantiating the fees claimed.			
2.3	<b>CAMERA SERVICES</b>			
	The Municipality requires the contractor to supply, install, commission and maintain, as and when directed by the Manager Community Services:			
	Be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP) and any requirements of the Directorate of Public Prosecutions in the Western Cape.			
	Mobile camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user friendly set-up procedures.			
	Mobile camera systems shall have sufficient battery capacity to allow operation during an entire shift without recharging.			
	All camera systems shall automatically record and store statistics including, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation, and output the statistics to an integrated management information system.			
	In respect mobile camera systems supplied by the contractor, the contractor shall:			
	Repair any damage to or defect in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera shall be made operational on the relevant site within 24 hours of notification from the Municipality. Replacement cameras must comply with all requirements in terms of this contract.			
	Calibrate the cameras at 6 (six) monthly intervals, or as required by the Director of Public Prosecutions and as			

	published in The Prosecution Guidelines, or at such other intervals as may be required by the Municipality from time to time and ensure that the calibration certificates are provided to the Municipality.			
	Provide camera enforcement/speed warning signs and erect them and maintain them on roadways in strict accordance with the specifications, directions, conditions and timeframes set by the Municipality.			
	Provide on-site field support to the Municipality's employees using the mobile cameras wherever they may be deployed, by rendering any technical assistance that may be required and by downloading images and data in the field as necessary, during the hours that the mobile cameras are used.			
	Provide on-site field support to the Municipality's employees using the mobile cameras wherever they may be deployed, by rendering any technical assistance that may be required and by downloading images and data in the field as necessary, during the hours that the mobile cameras are used.			
	Take out insurance covering damage or loss for any reason of the contractor's cameras and ancillary equipment and maintain such insurance for the duration of this agreement.			
2.4	Establish a processing centre at the Prince Albert Municipality's Traffic department or another site in the Prince Albert area that will be agreed upon during the negotiating stage.			
	Upload all camera images and data and capture any additional particulars as may be required to successfully prosecute the offence.			
	Provide facilities and systems for officers of the Municipality to adjudicate every image with its associated data and either accept it as prosecutable, or reject it as non-prosecutable.			
	Ensure that the contractor system "force" each image to be adjudicated by an officer and be capable of identifying the officer responsible for the adjudication.			

	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 reports on the number of images uploaded, adjudicated, accepted or rejected by each adjudication officer with appropriate reasons for rejections.			
	Provide the Municipality with the images and data in a suitable electronic medium to be kept as prime evidence for the prosecution of cases in court as required by applicable legislation.			
	Make available the images and data to the Municipality, or any other party as directed by the Municipality, for inclusion in their internet viewing and payment facility or for any other reason whatsoever.			
	Produce expert evidence in court (either documentary or verbal) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds.			
	Upload statistics gathered by the cameras after every session and make the statistics available to the Municipality in an acceptable format as and when required, including the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation and the 85th percentile.			
	At the end of the contract period, transfer to the Municipality (at no cost to the municipality) the ownership of mobile digital camera and its ancillary equipment that have been in use for longer than 24 (twenty-four) months (2 years).			
<b>3. CONTRACTOR SYSTEM AND SYSTEMS ARCHITECTURE</b>				
<b>The contractor shall:</b>				
3.1	Provide and operate a contractor system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977).			
	Provide sufficient hardware in the Service Centre in order			



	to meet its obligations in terms of this agreement and to operate the contractor system at optimal efficiency.			
	Provide sufficient software licenses to the Municipality in respect of the contractor software for the operation of the Municipality’s own work stations linked to the contractor system.			
	Provide an on-going program of training for the Client’s users of the contractor system to ensure that all users are adequately trained to perform their respective functions on the system.			
	Provide the Municipality with user manuals for the contractor system.			
	Provide proof to the satisfaction of the Municipality that the contractor system has the capacity of processing at least the Municipality’s current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes.			
	Provide proof to the satisfaction of the Municipality that the contractor system is utilized without any major problems in at least one other site in South Africa that is comparable to the Municipality in terms of offence volumes processed and complexity of operations.			
	Provide sufficient technical support and expertise in the Prince Albert Municipal area to ensure that the contractor system continues to perform optimally, that any technical hardware, software or networking problems are resolved immediately and that enhancements to the contractor system that may be required by the Municipality are implemented without delay.			
	Ensure that the contractor system is web based or is developed for a Microsoft front end.			
	Ensure that the contractor system is compatible with the Municipality’s standard Windows 7 system and Windows 10.			
	Acknowledge that if any of the contractor’s staff are required to work on Municipal premises, such staff will be treated as Municipality contracting staff who are subject to			

	the Municipality's existing ICT policies and procedures. The contractor must be equipped with workstations that comply with the Municipality's desktop standard and their desktops will be placed and treated as Municipality-managed workstations.			
	Acknowledge that all the data and images on the contractor system belong to the Municipality and shall not be used by the contractor for any purposes other than those provided for in this tender, or specifically sanctioned by the Municipality.			
	Ensure that all the data and images in the contractor system is hosted on Municipal premises and that no off-site copies of the Municipal data are kept without prior permission from the Municipality and that the Contractor employs sufficient security measures to secure the data.			
	Make the data and images in the contractor system available to the Municipality in any manner requested by the Municipality for whatever reason. This could be for the purposes of inclusion on the Municipality's own website, or to make it available to external parties.			
	Ensure that the contractor system does not require any administrator and/or special user access rights to operate on the desktop.			
	Ensure that the contractor system does not require the client firewall to be disabled.			
	Bidders must provide the information requested in the following schedule: <ul style="list-style-type: none"> <li>- Technical Architecture and Platforms</li> </ul>			
3.2	Briefly describe your architecture (where applicable) in terms of the points below: <ul style="list-style-type: none"> <li>- Desktop only</li> <li>- Desktop/File Server</li> <li>- 2 tier Client/Server</li> <li>- 3 tier Client/Server</li> <li>- A combination of the above if applicable</li> </ul>			

	Describe the client type			
	Thick (e.g. 64bit executable / other)			
	System diagram (show servers, workstations and network topology)			
	Application Architecture diagram (show application modules and databases)			
3.3	<b>The above two diagrams may be combined if appropriate.</b>			
	Thin (e.g. WTS / Citrix / other)			
	Web			
	Any combination of the above, please elaborate in more detail.			
	If thick client, is any framework required (e.g. .NET 4.0)?			
3.4	<b>Deployment / technical support</b>			
	Licensing and Support agreements			
	Describe the software licensing model			
	Describe the envisaged hardware and software maintenance and support arrangements.			
	Backups & Disaster Recovery			
	Provide detailed backup plans for the proposed system.			
	Provide detailed disaster recovery plans for the proposed system.			
<b>4. BACK OFFICE FOR FINE COLLECTION</b>				
4.1	<b>Establishing a Service Centre</b>			
	<b>The contractor shall:</b>			
	Establish a service centre at the Prince Albert Municipality Traffic offices in Adderley Street, Prince Albert			
	Implement measures to ensure that the service centre operations comply with directives of the Municipality, the Courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures (TCSP).			
	Allow the Municipality to inspect the activities of the service centre at any reasonable time to ensure that the contractor is at all times complying with all terms and conditions of this agreement.			

4.2	<b>Staffing, sub-contractors and agents:</b> <b>The contractor shall:</b>			
	Appoint such number of contractor employees as required by the contractor in order to fulfil its obligations in terms of the provisions of this agreement.			
	Provide adequate management expertise and supervision in the service centre to effectively manage all its functions.			
	Ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement.			
	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.			
4.3	<b>Functions to be performed by the Service Centre:</b> <b>The contractor shall:</b>			
	Automatically update the contractor system by importing offence records from camera related offences.			
	Provide suitable document scanning equipment at designated Traffic offices to enable scanning of documents and electronic transmission of the scanned images to the Service Centre for data capturing from the images through the use of a document management system.			
4.3.1	Capture the camera offences data related to the following within 5 working days of receipt at the Service Centre:			
	Section 341 notices issued			
	Section 54 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			

	Establish an interface with the e-NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the contractor system accordingly.			
	Establish an interface with the e-NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the e- NaTIS system.			
4.3.2	Generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary:			
	Section 341 notices (camera mailers) within 30 days of offence date.			
	Notification of No Admission of Guilt Offences within 30 days of offence date			
	Notice Before Summons (2nd notice)			
	Warrant of Arrest notices			
	Representation acknowledgement letters			
	Representation result letters			
	General letters			
	Any other documentation required for the successful operation of the Service Centre			
	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 Municipality before being printed			
	Include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.			
4.3.3	Generate, print and process the following Court related documentation per court:			
	Section 54 Summonses			
	Court Rolls			

	Section 341 Control Register			
	Section 54 Control Register			
	Warrant of Arrest Register			
	Any other Court related documentation that may be required by the Courts or the Municipality			
4.3.4	Provide the Municipality with a facility to draw management information and statistics from the contractor system and/or provide the management information and statistics on request. The statistics should include the following:			
	Detailed analysis of sections 56 and 341 and camera offences showing the number of offences issued per month, values, actual payments, success rates, withdrawn, untraceable, and number of outstanding offences.			
	Comparison of monthly offence volumes.			
	Numbers and value of payments received by the Municipality and income generated.			
	The number and value of fines reduced versus the number and value of fines originally issued.			
	Status of all offences at the various processing stages.			
	Month by month statistical analysis of offences committed per municipal administration area.			
	Representation results showing “proceed”, “withdrawn”, “reduced” separately.			
	Outstanding representation results.			
	Officer statistics and productivity.			
	Detailed analysis of officer errors on handwritten notices.			
	Offenders or vehicles with the most outstanding fines or warrants of arrest (“Top 10 reports”).			
	Number of first appearances per court per month.			
	Number of cases struck off the roll per court per month.			
	Number of withdrawals per court per month.			
	Number of warrants of arrest authorized per court per month.			
	Total revenue accrued per court per month.			

	Number of “double contempt” per court per month.			
	Number of remanded cases per court per month.			
	Any other statistics or reporting that may be required by the Municipality.			
4.3.5	Ensure that general housekeeping procedures are established and performed in respect of the contractor system including, but not limited to the following:			
	Creating a daily backup of all data and images captured on the contractor system to be made available to the Municipality on request.			
	Creating a weekly full system backup and ensure that it is stored at a secure off-site location as agreed by the Municipality and to be made available to the Municipality on request.			
	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.			
	Ensure that the contractor system is fully auditable and able to produce reports and on-screen logs of all activities on the system for each offence, including the time and date of the event, user, activity details, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user.			
	Ensure that the contractor system is capable of controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users.			
	Under no circumstances accept money on behalf of the Municipality except for electronic payments as agreed to by the Municipality.			
	Under no circumstances accept money on behalf of the Municipality except for electronic payments as agreed to by the Municipality.			
<b>5. OBLIGATIONS IN RESPECT OF INFRINGEMENTS ISSUED IN TERMS OF THE AARTO ACT</b>				
5.1	In the event that the AARTO Act is implemented in the Municipality before, or during the term of this tender, the			

	contractor shall also have the following obligations:			
5.1.1	In respect of infringements and offences issued in terms of the AARTO Act and Regulations, the Contractor shall:			
	Cooperate 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 are 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.			
	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).			
5.1.2	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.			



**PRINCE ALBERT MUNICIPALITY – TENDER 48 OF 2021**  
**TRAFFIC MANAGEMENT SERVICES AND ADMINISTRATION**

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.			
Uploading and scanning of all AARTO documents.			
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.			
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.			
Record unacceptable cheques/RD cheques on the NCR.			
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.			
Print AARTO reports, management information and statistics for the Municipality.			

	Record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP"s.			
	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.			
	Keep a sufficient stock of AARTO stationery to fulfil the requirements of the Municipality at all times and make such stationery available to the Municipality as and when requested at no cost to the Municipality.			
	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.			
	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.			
	Make payment to SAPO for any printing and posting of infringements, or other documents, on behalf of the Municipality.			
	Not accept cash payments, deal directly with the public or perform over-the-counter AARTO transactions.			
	In consultation with the Municipality, introduce whatever measures and arrangements may be deemed necessary to ensure the most effective functioning of AARTO in the Municipality.			
	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.			
<b>6. TRANSITIONAL ISSUES</b>				
	<b>The contractor shall:</b>			
	Take responsibility for all new fines issued from date of commencement of the contract. Legacy fines issued before the commencement date will remain the			

	responsibility of the previous contractor.			
	Take responsibility for fines generated by the provincial traffic services within the area of jurisdiction of the Municipality.			
	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.			
	Commit to the Municipality that, in the event that a different service provider is appointed by the Municipality at the end of the contract period, the contractor will remain responsible for all fines still in the contractor system at the expiry date of the contract. The contractor will continue to process those fines in terms of the provisions of this tender until the Municipality decides, in its sole discretion, to terminate the contractor system as it has been “run dry” and it is no longer practical to pursue the remaining fines in the system.			

**7. SPECIFICATIONS OF MOBILE SPEED MEASURING CAMERAS**

	The system must be able to switch or toggle from light motor vehicle speed limits to heavy motor vehicle limits, at a touch of a button.			
	The laser guns must have an acquisition time of 1/3 seconds			
	The Camera systems must be water- and dust proof.			
	Laser guns must have a weather mode included and be able to work in light rain conditions.			
	Individual cameras must be able to operate from a standard video 7.2v battery.			
	Equipment in its carry case must be lightweight for the benefit of female traffic officers (provide mass in kg).			
	Cameras must have sighting scopes with red dot aiming point.			

## **TENDER FUNCTIONALITY**

**TENDER 48 / 2021**

**APPOINTMENT OF SERVICE PROVIDER FOR TRAFFIC SPEED MEASURING,  
PROVISION OF CAMERAS AND ADMINISTRATION SERVICES FOR FINE COLLECTION  
FOR A CONTRACT PERIOD OF THREE (3) YEARS, FOR THE PRINCE ALBERT  
MUNICIPALITY.**

### **NOTES:**

1. Bidders must obtain a minimum of **20 out of 25 points (80%)** for functionality in order to be evaluated further.
2. Bids that do not meet the minimum functionality requirements, will be regarded as non-responsive, and not evaluated in terms of price and preference points.
3. Proof of Contactable References is required, as indicated below, and must accompany each proposal. No functionality points will be given if no evidence accompanies the bid.
4. Functionality schedule to follow:

	CATEGORY / CRITERIA	Maximum Points	POINTS CLAIMED	POINTS AWARDED (For Official use only)
<b>1. BACK OFFICE FOR FINE COLLECTION</b>				
1	<b>Provide detail of innovative processes to ensure payment of fines. Substantiating documentation to be marked “ANNEXURE A” [Maximum 5 points]</b>			
	a) > 3 Vendors	5		
	b) 1 – 3 Vendors	3		
	c) 0 Vendors	1		
<b>2. TRACK RECORD AND PREVIOUS EXPERIENCE OF BIDDER</b>				
2.1	<b>Indicate bidders’ overall percentage success rate with collection of speed fines. Substantiating documentation to be marked “ANNEXURE B” [Maximum 5 points]</b>			
	a) Above 59%	5		
	a) Between 41% and 59%	3		
	a) Below 41%	1		
2.2	<b>Provide number of court cases defended over the last 12 months. Substantiating documentation to be marked “ANNEXURE C” [Maximum 5 points]</b>			
	a) Success rate > 59%	5		
	b) Success rate between 41% and 59%	3		
	c) Success rate < 51%	1		
2.3	<b>Similar experience in Traffic Camera Violations [Maximum 5 points]</b>			
	a) 6 – 10 Years	5		
	b) 3 – 6 Years	3		
	c) 0 – 3 Years	1		
2.4	<b>Sub-contracting of certain services in the contract [Maximum 5 points]</b>			
	a) No services will be sub-contracted	5		
	b) Certain services will be sub-contracted	3		
	c) All services will be subcontracted	0		
<b>SUBTOTAL</b>		<b>25</b>		

**For office use only:**

**MAXIMUM POINTS:** 25

**CLAIMED BY BIDDER:** \_\_\_\_\_

**RESPONSIVE (Yes / No):** \_\_\_\_\_

For Supply Chain Management:

\_\_\_\_\_  
Signature

**SCHEDULE OF SUBCONTRACTORS**

1. This schedule must be completed if the tenderer will subcontract a part / all of the services as per the tender specifications.

SUBCONTRACTORS				
CATEGORY / TYPE	FULL DETAILS OF SUBCONTRACTOR		ITEMS OF WORK (PAY ITEMS) TO BE UNDERTAKEN BY SUBCONTRACTOR	ESTIMATED COST OF WORK (RAND)
1.	Name of firm			
	Contact name:			
	Tel. No			
	Address			
2.	Name of firm			
	Contact name:			
	Tel. No			
	Address			
3.	Name of firm			
	Contact name:			
	Tel. No			
	Address			
4.	Name of firm			
	Contact name:			
	Tel. No			
	Address			

Number of sheets appended by the tenderer to this schedule (if nil, enter <b>NIL</b> )	
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**Please note:**

1. Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors.
2. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding.

**SCHEDULE OF WORK EXPERIENCE OF THE TENDERER**

**CURRENT CONTRACTS**

EMPLOYER (Name, Tel, fax, email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCLUSIVE OF VAT)	DATE STARTED
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter <b>NIL</b> )	
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**SCHEDULE OF WORK EXPERIENCE OF THE TENDERER**  
**COMPLETED CONTRACTS**

EMPLOYER (Name, Tel, fax, email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCLUSIVE OF VAT)	DATE STARTED
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter <b>NIL</b> )	
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**PRICING SCHEDULE**

**TENDER 48 / 2021**

**APPOINTMENT OF SERVICE PROVIDER FOR TRAFFIC SPEED MEASURING,  
PROVISION OF CAMERAS AND ADMINISTRATION SERVICES FOR FINE COLLECTION  
FOR A CONTRACT PERIOD OF THREE (3) YEARS, FOR THE PRINCE ALBERT  
MUNICIPALITY.**

**NOTE:**

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.
3. Document MUST be completed in non-erasable black ink.
4. NO correction fluid/tape may be used.
5. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Prince Albert Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Prince Albert Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

**PRICING SCHEDULE:**

1. Bidders must submit a pricing schedule to the municipality indicating their proposed fee structure and pricing model to be applied.
2. Any applicable commission to be paid by the municipality to the service provider must be included in the pricing schedule.
3. Licence fees and maintenance costs for the system must be included, if applicable.
4. The cost of the provision of the speed camera must be included as such:
  - Initial delivery cost of the camera
  - Rental cost per month plus
5. The bidder must include the following:
  - Paid Fine (Price per Item – excluding and including VAT)
  - Capture / upload of AARTO infringement (Price per Item – excluding and including VAT)
6. The total tendered amount for the contract period must be indicated as well.

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

3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.13.1	If so, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	
3.3	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		

**COMPLETION OF THE FOLLOWING INFORMATION IS COMPULSORY:**

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number

**CERTIFICATION**

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

NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
1. MSCM Regulations: "in the service of the state" means to be -			
a)	a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces;		
b)	a member of the board of directors of any municipal entity;		
c)	an official or any Municipality or municipal entity;		
d)	an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);		
e)	a member of the accounting authority of any national or provincial entity; or		
f)	an employee of Parliament or a provincial legislature.		

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

**DECLARATION FOR PROCUREMENT ABOVE R 10  
MILLION (VAT INCLUDED)**

Not required for this tender.

<b>PRINCE ALBERT MUNICIPALITY</b>	
<b>PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017</b>	
NB:	<b>BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITION AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.</b>
<b>1.</b>	<b>GENERAL CONDITIONS</b>
<b>1.1.</b>	The following preference point systems are applicable to all bids: <ul style="list-style-type: none"> <li>▪ the <b>80/20</b> system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);</li> <li>▪ the <b>90/10</b> system for requirements with a Rand value above R50 000 000 (all applicable taxes included).</li> </ul>
<b>1.2.</b>	The value of this bid is estimated <b>to not exceed R50 000 000</b> (all applicable taxes included) and therefore the <b>80/20</b> system shall be applicable.
<b>1.3.</b>	Preference points for this bid shall be awarded for: Price; and B-BBEE Status Level of Contribution.
<b>1.3.1</b>	The maximum points for this bid are allocated as follows:
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
<b>1.4.</b>	Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
<b>1.5.</b>	The municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the municipality.
<b>2.</b>	<b>DEFINITIONS</b>
<b>2.1.</b>	<b>“all applicable taxes”</b> includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
<b>2.2.</b>	<b>“B-BBEE”</b> means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
<b>2.3.</b>	<b>“B-BBEE status level of contributor”</b> means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
<b>2.4.</b>	<b>“bid”</b> means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5.	<b>“Broad-Based Black Economic Empowerment Act”</b>	means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
2.6.	<b>“comparative price”</b>	means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
2.7.	<b>“consortium or joint venture”</b>	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;
2.8.	<b>“contract”</b>	means the agreement that results from the acceptance of a bid by an organ of state;
2.9.	<b>“EME”</b>	means any enterprise with annual total revenue of R5 million or less;
2.10	<b>“Firm price”</b>	means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
2.11	<b>“Functionality”</b>	means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
2.12	<b>“non-firm prices”</b>	means all prices other than “firm” prices;
2.13	<b>“person”</b>	includes a juristic person;
2.14	<b>“rand value”</b>	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
2.15	<b>“sub-contract”</b>	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 <i>contract</i> ;
2.16	<b>“total revenue”</b>	bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the <i>Government Gazette</i> on 9 February 2007;
2.17	<b>“trust”</b>	means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
2.18	<b>“trustee”</b>	means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
<b>3.</b>	<b>ADJUDICATION USING A POINT SYSTEM</b>	
3.1.	The bidder obtaining the highest number of total points will be awarded the contract.	
3.2.	Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;	
3.3.	Points scored must be rounded off to the nearest 2 decimal places.	
3.4.	In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.	
3.5.	However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.	



3.6.	Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.		
4.	<b>POINTS AWARDED FOR PRICE</b>		
4.1.	<b>THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</b>		
	A maximum of 80 or 90 points is allocated for price on the following basis:		
	<b>80/20</b>	or	<b>90/10</b>
	$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
	Where:		
	P <sub>s</sub> = Points scored for comparative price of bid under consideration		
	P <sub>t</sub> = Comparative price of bid under consideration		
	P <sub>min</sub> = Comparative price of lowest acceptable bid		
5.	<b>Points awarded for B-BBEE Status Level of Contribution</b>		
5.1.	In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:		
5.2.	<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
	1	10	20
	2	9	18
	3	6	14
	4	5	12
	5	4	8
	6	3	6
	7	2	4
	8	1	2
	<b>Non-compliant contributor</b>	0	0
5.3.	Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.		
5.4.	Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.		
5.5.	A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.		
5.6.	A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.		
5.7.	Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.		
5.8.	A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract. Such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and		

	ability to execute the sub-contract.		
5.9.	A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.		
6.	<b>BID DECLARATION</b>		
6.1.	Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:		
7.	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1</b>		
7.1	<b>B-BBEE Status Level of Contribution:</b>		<b>Points claimed (maximum of 10 or 20 points)</b>
7.2.	Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA.		
8.	<b>SUB-CONTRACTING</b>		
8.1.	Will any portion of the contract be sub-contracted? Indicate YES / NO		
8.2.	If yes, indicate:		
	(i)	What percentage of the contract will be subcontracted?	%
	(ii)	The name of the sub-contractor?	
	(iii)	The B-BBEE status level of the sub-contractor?	
	(iv)	Whether the sub-contractor is an EME? Indicate YES / NO	
9.	<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>		<b>EME</b> √
	Black people		√
	Black people who are youth		
	Black people who are women		
	Black people with disabilities		
	Black people living in rural or underdeveloped areas or townships		
	Cooperative owned by black people		
	Black people who are military veterans		
	<b>OR</b>		
	Any EME		
Any QSE			
10.	<b>DECLARATION WITH REGARD TO COMPANY/FIRM</b>		
10.1	Name of firm		
10.2	VAT registration number		
10.3	Company registration number:		

<b>10.4 Type Of Company/ Firm</b> [TICK APPLICABLE BOX]	Partnership/Joint Venture / Consortium	
	One-person business/sole propriety	
	Close corporation	
	Ltd Company	
	(Pty) Limited	
<b>10.5 Describe Principal Business Activities</b>		
<b>10.6 Company Classification</b> [TICK APPLICABLE BOX]	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
<b>10.7 Municipal Information</b>		
Municipality where business is situated :		
Registered Account Number:		
Stand Number:		
<b>10.8 Total number of years the enterprise has been in business?</b>		

**11. DECLARATION**

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

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

**NAME OF ENTERPRISE:** \_\_\_\_\_

<b>CAPACITY:</b>		<b>DATE:</b>	
<b>NAME (PRINT):</b>		<b>SIGNATURE:</b>	
<b>WITNESS 1:</b>		<b>WITNESS 2:</b>	

## 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, 2017, 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, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8 (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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:

$$LC = [1 - x / y] * 100$$

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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**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. 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:**

Description of services, works or goods                      Stipulated minimum threshold

**This bid is not subject to local content and production.**

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 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 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

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.

4. 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 AO/AA provide directives in this regard.

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

**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 Institution):

.....

**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.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.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; and
- (c) The local content percentage (%) 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:

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 / Institution 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 / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS 1:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS 2:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**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 **PRINCE ALBERT MUNICIPALITY** 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
  - (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 fulfilment 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 .....

<b>WITNESSES</b>	
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 number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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 AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....



**CONTRACT FORM – RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

- 7. I hereby undertake to render services described in the attached bidding documents to **PRINCE ALBERT MUNICIPALITY** in accordance with the requirements and task directives / proposals 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 date of the bid.
  
- 8. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - 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;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
  
- 9. 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 services 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.
  
- 10. 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 fulfilment of this contract.
  
- 11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
- 12. 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 - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

4. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM – SALE OF GOODS / WORKS**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

- 13. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from **PRINCE ALBERT MUNICIPALITY** in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
- 14. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (vii) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Special Conditions of Contract;
  - (viii) General Conditions of Contract; and
  - (ix) Other (specify)
- 15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
- 16. 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 fulfilment of this contract.
- 17. I undertake to make payment for the goods/works as specified in the bidding documents.
- 18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 19. 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 - SALE OF GOODS/WORKS**  
**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

7. I..... in my capacity as..... accept your bid under reference number .....dated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
8. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

3. ....

4. ....

DATE .....

<b>PRINCE ALBERT MUNICIPALITY</b>			
<b>DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>			
<b>1.</b>	This Municipal Bidding Document 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.		
<b>2.</b>	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
<b>2.1</b>	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
<b>2.2</b>	been convicted for fraud or corruption during the past five years;		
<b>2.3</b>	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
<b>2.4</b>	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).		
<b>3.</b>	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>		
<b>3.1.</b>	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?  <b>(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).</b>	<b>YES / NO</b>	
<b>3.2.</b>	If so, furnish particulars:		
<b>3.3.</b>	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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	<b>YES / NO</b>	
<b>3.4.</b>	If so, furnish particulars:		
<b>3.5.</b>	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?	<b>YES / NO</b>	
<b>3.6.</b>	If so, furnish particulars:		
<b>3.7.</b>	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?	<b>YES / NO</b>	
<b>3.8.</b>	If so, furnish particulars:		
<b>3.9.</b>	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?	<b>YES / NO</b>	
<b>3.10.</b>	If so, furnish particulars:		

**4. CERTIFICATION**

I, certify that the information furnished on this declaration form are 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.

<b>NAME OF ENTERPRISE:</b>			
<b>NAME (PRINT):</b>			
<b>CAPACITY:</b>		<b>DATE:</b>	
<b>SIGNATURE:</b>		<b>WITNESS 1</b>	
		<b>WITNESS 2:</b>	

<b>PRINCE ALBERT MUNICIPALITY Certificate of Independent Bid Determination</b>	
1.	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). <sup>2</sup> Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds
2.	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: <ul style="list-style-type: none"> <li>a) take all reasonable steps to prevent such abuse;</li> <li>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</li> <li>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.</li> </ul>
3.	This Municipal Bidding Document 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.
4.	In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:
<b>CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>	
<b>I, the undersigned, in submitting the accompanying bid:</b>	
<b>Bid Number:</b>	
<b>Description:</b>	
In response to the invitation for the bid issued by the <b>PRINCE ALBERT MUNICIPALITY</b> , do hereby make the following statements that I certify to be true and complete in every respect:	
certify, on behalf of (Name of Bidder):	
That: <ul style="list-style-type: none"> <li>1. I have read and I understand the contents of this Certificate;</li> <li>2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;</li> <li>3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.</li> <li>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;</li> </ul>	

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
  
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM ARE 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.**

<b>NAME (PRINT)</b>		<b>SIGNATURE</b>	
<b>CAPACITY</b>		<b>DATE</b>	

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

<sup>3</sup> 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.



## PRINCE ALBERT MUNICIPALITY

### CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

(To be signed in the presence of a Commissioner of Oaths)

I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf on:	_____ <i>(Name of Enterprise)</i>
--	--------------------------------------

I hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Prince Albert Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any Municipality in respect of which payment is overdue for more than 30 days;

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

**FURTHER DETAILS OF THE BIDDER’S (Directors / Shareholders / Partners, etc.):**

Director / Shareholder / Partner	Physical address of the Business	Municipal Account Number (s)	Physical / Residential address of the Director / Shareholder / Partner	Municipal Account Number (s)

**NB: PLEASE ATTACH CERTIFIED COPY(IES) OF IDENTITY DOCUMENT(S).**

**NB: PLEASE ATTACH COPY(IES) OF MUNICIPAL ACCOUNTS.**

<b>NUMBER OF SHEETS APPENDED BY THE TENDERER TO THIS SCHEDULE (IF NUL, ENTER NIL).</b>	_____
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Therefore, hereby agrees and authorises the Prince Albert Municipality to deduct the full amount outstanding by the Tenderer or any of its directors / members / partners from any payment due to the tenderer; and

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

<b>NAME OF ENTERPRISE:</b>			
<b>NAME (PRINT):</b>			
<b>CAPACITY:</b>			
<b>SIGNATURE:</b>		<b>DATE:</b>	

<p style="text-align: center;"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p style="text-align: center;"><b>Apply official stamp of authority on this page:</b></p>
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**PRINCE ALBERT MUNICIPALITY  
 General Conditions of Contract**

**1. DEFINITIONS**

The following terms shall be interpreted as indicated:

"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"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.
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"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.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"Country of origin"	means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"Delivery into consignees store or to his site"	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
"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.
"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.
"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.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
"Imported content"	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.
"Purchaser"	means the organization purchasing the goods.
"Republic"	means the Republic of South Africa.
"SCC"	means the Special Conditions of Contract.

**PRINCE ALBERT MUNICIPALITY – TENDER 48 OF 2021**  
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“Services”	means that 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.
“Supplier”	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
“Tort”	means in breach of contract.
“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.
“Written” or “in writing”	means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

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

**3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

**6. Patent rights**

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 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 forms:
  - 7.3.1. 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
  - 7.3.2. 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.

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**TRAFFIC MANAGEMENT SERVICES AND ADMINISTRATION**

- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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.
- 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. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract 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, and in any subsequent instructions ordered by the purchaser.

**10. Delivery**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
  - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. 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
  - 13.1.5. 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:
  - 14.1.1. 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
  - 14.1.2. in the event of termination of production of the spare parts:
    - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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- 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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 by the purchaser no later than thirty (30) days after submission of an invoice, statement 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.

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

**21. Delays in the supplier's performance**

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. 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 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. 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;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
  - 23.6.2. the date of commencement of the restriction
  - 23.6.3. the period of restriction; and
  - 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

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

**26. Termination for insolvency**

- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that

such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
  - 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - 27.4.2. the purchaser shall pay the supplier any monies due 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
  - 28.1.1. 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
  - 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. 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.

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices**

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.



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

*General Conditions of Contract (revised July 2010)*

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