

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR BSM 03/22: PROVISIONS OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED SERVICES FOR THE STELLENBOSCH MUNICIPALITY INCLUDING NRTA AND ALL MUNICIPAL BY-LAW INFRINGEMENTS CONTRAVENTIONS FOR A PERIOD OF 24 MONTHS, AS FROM 01 JULY 2022 - 30 JUNE 2024 (Inclusive of last six months – Legacy Cases Period)

TENDER NUMBER: **BSM03/22**
DESCRIPTION: **PROVISIONS OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED SERVICES FOR THE STELLENBOSCH MUNICIPALITY INCLUDING NRTA AND ALL MUNICIPAL BY-LAW INFRINGEMENTS CONTRAVENTIONS FOR A PERIOD OF 24 MONTHS, AS FROM 01 JULY 2022 - 30 JUNE 2024 (Inclusive of last six months – Legacy Cases Period).**

CLOSING DATE: **28 March 2022**
CLOSING TIME: **12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom. Due to Covid-19 restrictions, opening of tenders to the public will not take place, but the opening register will be posted on the municipal website, immediately thereafter.**

INFORMATION:

Tender Specifications: Ayanda Royi (021 808 8846/ 0766408111); email: Ayanda.Royi@ Stellenbosch.gov.za

SCM Requirements: Jeanette Williams (021 808 8524); email: Jeanette.Williams@ Stellenbosch.gov.za

Office hours for collection: 08h00-15h30

A **Compulsory Clarification Meeting** will be held on **24 February 2022 at 12:00 at Stellenbosch Municipality, Traffic Department at 1 Joubert Street, Stellenbosch.** Due to Covid 19 restrictions a limited number of bidders may attend the compulsory meeting and it is therefore requested that only one representative per company to attend. A notice of intention must be submitted by email to gavin.solomons@stellenbosch.gov.za at least 48 hours prior to the meeting (**22 February 2022 at 12h00**) to enable the department to determine if more than one meeting must be scheduled. If more than one meeting is scheduled, a time will be allocated to the tenderers and a tenderer can only attend on the allocated time. Only bidders registered will be allowed to attend the compulsory meeting. No walk-in attendance will be permitted. Tenderers who fail to attend the compulsory session will be regarded as non-compliant. Bidders must wear masks, bring their own pen and maintain the prescribe distance between them.

Tenders may only be submitted on the Tender documentation issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest, part of or any Tender.

Sealed Tenders, with “**BSM 03/22 PROVISIONS OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED SERVICES FOR THE STELLENBOSCH MUNICIPALITY INCLUDING NRTA AND ALL MUNICIPAL BY-LAW INFRINGEMENTS CONTRAVENTIONS FOR A PERIOD OF 24 MONTHS, AS FROM 01 JULY 2022 - 30 JUNE 2024 (Inclusive of last six months – Legacy Cases Period),**” clearly endorsed on the envelope, must be deposited in the Tender box outside the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy, relevant specification, as depicted in the document and also the **Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553.**

The preferential points system applied is as follows:

Price	80
B-BBEE status level of contribution	20
Total points for Price and B-BBEE	100

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering;
2. Relevant terms of reference;
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality;
4. No award will be made to tenderers whose tax status is non-compliant;
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid;

Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R 300.00 per document.

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 03/22 BEPALINGS VAN VERKEERSWETSTOEPASSERSTOERUSTING, AGTERKANTOORSTELSELS EN VERWANTE DIENSTE VIR DIE STELLENBOSCH MUNISIPALITEIT, INSLUITEND NPVW EN ALLE MUNISIPALE VERORDENINGS, OORTREE OORTREDINGS VIR 'N TYDPERK VAN 24 MAANDE VANAF 01 JULIE 2022 - 30 JUNIE 2024 (insluitend die laaste ses maande – Nalatenskap Gevalle Tydperk).

TENDER NOMMER: B/SM 03/22

BESKRYWING: BEPALINGS VAN VERKEERSWETSTOEPASSERSTOERUSTING, AGTERKANTOORSTELSELS EN VERWANTE DIENSTE VIR DIE STELLENBOSCH MUNISIPALITEIT, INSLUITEND NPVW EN ALLE MUNISIPALE VERORDENINGS, OORTREE OORTREDINGS VIR 'N TYDPERK VAN 24 MAANDE VANAF 01 JULIE 2022 - 30 JUNIE 2024 (insluitend die laaste ses maande – Nalatenskap Gevalle Tydperk).

SLUITINGSdatum: 28 Maart 2022

TYD VAN SLUITING: 12h00. Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Raadsaal**. As gevolg van die Covid-19 beperkinge sal die opening van tenders vir die publiek nie plaasvind nie maar die openingsregister sal onmiddellik daarna op die munisipale webwerf geplaas word.

NAVRAE:

Tender spesifikasies: Ayanda Royi (021 808 8846/ 0766408111); epos: Ayanda.Royi@stellenbosch.gov.za

Vkb vereistes: Jeanette Williams (021 808 8524); epos: Jeanette.Williams@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n **Verpligte inligtingssessie** sal gehou word op **24 Februarie 2022** om **12:00**, Stellenbosch Munisipaliteit, Traffic Department, Joubertstraat 1, Stellenbosch. Weens die beperkings van Covid 19 mag 'n beperkte aantal bieërs die verpligte vergadering bywoon en daarom word slegs een verteenwoordiger per maatskappy versoek om dit by te woon. 'N Kennisgewing van voorneme moet minstens 48 uur voor die vergadering (**22 Februarie 2022 om 12:00**) per e-pos aan gavin.solomons@stellenbosch.gov.za gerig word om die departement in staat te stel om te bepaal of meer as een vergadering geskeduleer moet word. As meer as een vergadering geskeduleer is, sal 'n tyd aan die tenderaars toegeken word en kan 'n tenderaar slegs die toegewese tyd bywoon. Slegs geregistreeerde bieërs mag die verpligte vergadering bywoon. Geen bywoning sal toegelaat word nie. Tenderaars wat nie die verpligte sessie bywoon nie, sal as nie-nakomend beskou word. Bieërs moet maskers dra, hul eie pen saambring en die voorgeskrewe afstand tussen hulle handhaaf.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180.dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëelde tenders duidelik gemerk: **"B/SM 03/22 BEPALINGS VAN VERKEERSWETSTOEPASSERSTOERUSTING, AGTERKANTOORSTELSELS EN VERWANTE DIENSTE VIR DIE STELLENBOSCH MUNISIPALITEIT, INSLUITEND NPVW EN ALLE MUNISIPALE VERORDENINGS, OORTREE OORTREDINGS VIR 'N TYDPERK VAN 24 MAANDE VANAF 01 JULIE 2022 - 30 JUNIE 2024 (insluitend die laaste ses maande – Nalatenskap Gevalle Tydperk)** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid, relevante spesifikasies soos vervat in die tender dokument asook die **Voorkeurverkrygingsregulasies 2017** wat op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.

Tenderaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

Prys	80
BBSEB	20
Totale punte	100

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tondernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R 300.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

G Mettler (Me)

MUNISIPALE BESTUURDER



TENDER NO.: B/SM 03/22

**PROVISIONS OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK-OFFICE
SYSTEMS AND RELATED SERVICES FOR THE STELLENBOSCH MUNICIPALITY
INCLUDING NRTA AND ALL MUNICIPAL BY-LAW INFRINGEMENTS
CONTRAVENTIONS FOR A PERIOD OF 24 MONTHS, AS FROM 01 JULY 2022 - 30
JUNE 2024 (Inclusive of last six months – Legacy Cases Period)**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 97):	
BBBEE LEVEL	

February 2022

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Ayanda Royi
**Deputy Chief: Traffic
Administration**
Tel. Number: **021 8088846**



1. TENDER NOTICE & INVITATION TO TENDER

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G Mettler (Ms)
MUNICIPAL MANAGER



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Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180.dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëelde tenders duidelik gemerk: **"B/SM 03/22 BEPALINGS VAN VERKEERSWETSTOEPASSERSTOERUSTING, AGTERKANTOORSTELSELS EN VERWANTE DIENSTE VIR DIE STELLENBOSCH MUNISIPALITEIT, INSLUITEND NPVW EN ALLE MUNISIPALE VERORDENINGS, OORTREE OORTREDINGS VIR 'N TYDPERK VAN 24 MAANDE VANAF 01 JULIE 2022 - 30 JUNIE 2024 (insluitend die laaste ses maande – Nalatenskap Gevalle Tydperk)** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit, Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tenderaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid, relevante spesifikasies soos vervat in die tender dokument asook die Voorkeurverkrygingsregulasies 2017 wat op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.



Tenderaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

Prys	80
BBSEB	20
Totale punte	100

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëelde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R 300.00 per dokument**. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

G Mettler (Me)

MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BSM :03/22	CLOSING DATE:	28 March 2022	CLOSING TIME:	12:00
DESCRIPTION	PROVISIONS OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED SERVICES FOR THE STELLENBOSCH MUNICIPALITY INCLUDING NRTA AND ALL MUNICIPAL BY-LAW INFRINGEMENTS CONTRAVENTIONS FOR A PERIOD OF 24 MONTHS, AS FROM 01 JULY 2022 - 30 JUNE 2024 (Inclusive of last six months – Legacy Cases Period)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER		6. DATE	
7. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance: SCM	CONTACT PERSON	Ayanda Royi
CONTACT PERSON	Jeanette Williams	TELEPHONE NUMBER	021 808 8846
TELEPHONE NUMBER	021 808 8524	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Ayanda.royi@ Stellenbosch.gov.za
E-MAIL ADDRESS	Jeanette.Williams@ Stellenbosch.gov.za		



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

.....
CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

.....



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PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



2. 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:

Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes		No	
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
MBD 5 - Is the form duly completed and signed?	Yes		No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached?	Yes		No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes		No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes		No	
Pricing Schedule - Is the form duly completed and signed?	Yes		No	
Form of Offer - Is the form duly completed and signed?	Yes		No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes		No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



3. CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

NB: Please note that no latecomers will be allowed.

*For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be **disqualified***



4. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

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

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

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

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

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



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

authorized signatory of the Company/Close Corporation/Partnership (name) _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



-
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
 - 1.21. "Project site" where applicable, means the place indicated in bidding documents.
 - 1.22. "Purchaser" means the organization purchasing the goods.
 - 1.23. "Republic" means the Republic of South Africa.
 - 1.24. "SCC" means the Special Conditions of Contract.
 - 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
 - 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
 - 1.27. "Tort" means in breach of contract.
 - 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
 - 1.29. "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. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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.



8.6. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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.

8.7. 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

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

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

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

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 fulfillment 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

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

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

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

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

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 purchase 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

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

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

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

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

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

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)



7. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **“Tender Number and Title”** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. 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.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY;**
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

8 This bid will be evaluated and adjudicated according to the following criteria:

8.1 Relevant specifications

8.2 Value for money

8.3 Capability to execute the contract

8.4 PPPFA & associated regulations

9 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

10 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative												
3.2.	Identity Number												
3.3.	Position occupied in the Company (director, shareholder ² etc.)												
3.4.	Company Registration Number												
3.5.	Tax Reference Number												
3.6.	VAT Registration Number												

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

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 of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- e. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.

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



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal 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	
3.13.1.	If so, furnish particulars:				



3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

<p>NB:</p> <p>a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)</p> <p>b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.</p>
--

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ 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 of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- e. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.



9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				
CERTIFICATION I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.				
SIGNATURE		DATE		
NAME (PRINT)				
CAPACITY				
NAME OF FIRM				



10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES 80/20

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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



2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid



4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (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:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

8.1.1 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 or QSE

(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
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		
OR		
Any EME		
Any QSE		



9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 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-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



11. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



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

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - 5.1. has been requested to submit a bid in response to this bid invitation;

⁴ 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.



- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. 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 consortium⁵ 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:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

⁵ 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.



13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), 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 Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that 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.

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.

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

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / 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 ID document(s) and Municipal Accounts
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date



14. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



15. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorised hereto by a resolution dated _____ /20____,
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



STELLENBOSCH
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PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

FOR PROVISIONS OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED SERVICES FOR THE STELLENBOSCH MUNICIPALITY INCLUDING NRTA AND ALL MUNICIPAL BY-LAW INFRINGEMENTS CONTRAVENTIONS FOR A PERIOD OF 24 MONTHS, AS FROM 01 JULY 2022 – 30 JUNE 2024 (Inclusive of last six months – Legacy Cases Period)

1. **BACKGROUND**

- 1.1** Stellenbosch Municipality intends to appoint an experienced service provider for the provision of traffic law enforcement equipment, contravention (NRTA and all by-laws) back-office systems and related services for a period of 24 months operationalising and processing. The end date of the contract will be 30th June 2024. Thereafter a new tender will be advertised and awarded to commence on the 1st July 2024 to ensure continuity for operationalisation and processing.
- 1.2** For the 24 months, the service provider will be required to fulfil their duties as per the tender document (specifications) in respect of the supply, maintenance, repair and calibration of digital speed and red-light violation cameras and the administration of the back office. This will include the 6 (six) months violations in the tenderers back-office system (legacy cases) which will be dealt with as per the guidelines from the Office of the Director of Public Prosecutions.

2. **SCOPE OF WORK**

2.1 **MANDATORY REQUIREMENTS**

All requirements stipulated in clauses **2.1.1** to **2.1.11** below is mandatory. Failure to comply with it will invalidate your proposal.

- 2.1.1** Supply, install and maintain new digital camera systems to enforce speed and red-light violations at fixed/ semi fixed and mobile sites during day and night times. 12 (Twelve) fixed speed and Red-light violation systems at fixed camera sites determined by the Municipality. The tenderer must also make provision and

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provide for 9(nine) semi-permanent camera systems and 4 (four) mobile camera systems. The actual number of camera systems and sites that may be called for during the term of the contract will be at the discretion of the Municipality up to the maximum as stated in these specifications.

- 2.1.2** Recruit and appoint a minimum of 3 (three) Junior Technicians to be utilized by Stellenbosch Traffic Services for the daily installation and monitoring of the semi mobile camera boxes, monitoring of all fixed sites, assisting the Speed Officers on site with any minor technical issues, assisting with the setting up of the ANPR Roadblock system and/or any other reasonable instruction within the municipal boundaries of Stellenbosch Municipality. All appointments done in collaboration with Stellenbosch Municipality. The full remuneration package of the semi-skilled technicians to be paid by the tenderer must be in line with the applicable bargaining council guidelines. Overtime must be paid in line with the Labour Relations Act 66 of 1995 where applicable. All Junior Technician's to sign contracts with the tenderer for the full term of the contract from the date of commencement of the contract.
- 2.1.3** Supply and maintain 2 (two) suitable vehicles, capable of transporting no less than 6 (six) complete semi-permanent cameras at a time, for the exclusive use by the Junior Technicians. The tenderer will be responsible for the full maintenance, insurance, running costs of the vehicles and passive tracker system of which, the Municipal Project Manager will have access to. The aforementioned vehicles will stay the property of the tenderer.
- 2.1.4** Fit, supply and maintain the contravention system and Automatic Number Plate Recognition System (ANPR) to 1 (one) panel van/ mobile office and six (6) operational vehicles with ANPR link devices that can be able to detect all traffic fines against a vehicle and driver issued, and stolen vehicles. The software programme utilised should be able to interface with the NaTIS System and be effective, and driver's details to be utilised for special duties related to projects of revenue collection and effective enforcement. Such vehicles will be utilised as response vehicles and must be equipped with all necessary live links to the service provider back-office software programme that is utilised for the traffic contravention system as well as a vehicle and driver identification system that is interfaced with NaTIS system. When a connectivity problem arises, it must be resolved within 48 hours from the time it is reported. The successful tenderer must be able to provide devices approved by the Director of Public Prosecution for the Western Cape that may be used to register moving violations inclusive of speed offences, and such devices must be deployed on the six operational vehicles.
- 2.1.5** Maintain and/or replace equipment installed in 7 (seven) Traffic vehicles, equipped with Automatic Number Plate Recognition (ANPR) technology, capable of identifying vehicles with outstanding infringements, summonses, false number plates and

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warrants of arrests, for the duration of the contract. Establish and maintain a single link with a third-party supplier which consists of the e-Natis database for vehicles of interest. This link must be a live, real-time link with a constant return time less than 1 (one) second. The tenderer will be responsible for the monthly operating costs for these links.

- 2.1.6** Establish a Local Contravention Management System and full back-office services inclusive of a sufficient staffing contingent for the processing of all camera generated and handwritten fines. (Sec 56, Sec 54 and Sec 341's) of the Criminal Procedure Act 51 of 1977) and all by-law fines issued from the commencement date of the contract. (This will encompass the full life cycle of a 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.
- 2.1.7** Interface the tenderers system with the Municipality's cash receipt systems and with the systems of its third-party payment agents (pay@ and Easy Pay), to allow the validation of infringements and the taking of infringement payments via these systems. The tenderer must provide a link which is placed on the municipality's website where details of infringements and associated images can be viewed and paid via an electronic payment method directly to the dedicated account of the municipality. The tenderer must establish interfaces to the systems of the municipality's third-party payment agents for the hosting of details and images on their websites. The tenderers software programme designated for all types of payments on traffic contraventions and contravention systems to be linked to our ICT Centralised Department.

NO OTHER PAYMENT METHODS OTHER THAN MENTIONED IN CLAUSE 2.1.7 WILL BE ALLOWED.

- 2.1.8** No other systems other than the e-natis database will be allowed, except when instructed otherwise by an authorized person/s of the council to do so. Should the Administrative Adjudication of Road Traffic Offences (AARTO) Act be implemented in the Western Cape on or after the tender is awarded, the tenderer will be expected to process all infringements issued by the issuing authority in accordance with the AARTO Act and the AARTO Standard Operating Procedures (SOP's). **The tenderer must be AARTO compliant.**
- 2.1.9 NB: The parties involved in this tender must accept the fact that when the AARTO Act comes into operation this tender will be affected. It will then be mandatory for terms and conditions to be amended by the municipality where it deems necessary. Failure to achieve such conditions may result in the tender being terminated.**

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2.1.10 For Non-AARTO related obligations, the Municipality will pay the tenderer an all-inclusive monthly service fee as full compensation for all equipment, systems and services delivered in terms of the tender. The monthly service fee will be based on a set fee for every fine paid on the tenderer system during the month, regardless of how many charges are included in the fine as per sub-clause 15.1.

2.1.11 For AARTO related obligations the Municipality will pay the Tenderer an all-Inclusive fee based on the number of AARTO Infringements successfully captured or uploaded in the National Contraventions Register (NCR). In addition, the Tenderer 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. The Tenderer will be responsible for all the monthly SAPO expenses incurred.

All-Inclusive fee and other disbursements applicable will only be negotiated, (if AARTO Act is Implemented in the Western Cape)

The Municipality requires interfacing of the Tenderer system with the Municipality's Financial system (Solve M) and with the systems of its third-party payment agents to allow the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines after validation of the fine payments on the tenderers system, electronic updating of the tenderers system with fine payments taken. The Tenderer will also be expected to enter a Service Level Agreement directly with the Financial System Service Provider (Solve M) and host a website where details of fines and associated images can be viewed. The Tenderer also needs to establish interfaces to the systems of the Municipality's third-party payment agents for the hosting of such details and images on their websites.

PRE-QUALIFICATION

3.1 The successful service provider must have a minimum of five (5) years proven experience for requirements, as specified in Clauses 2.1.1, 2.1.4, 2.1.5, 2.1.6 and 2.1.7.

3.2 All travel costs, if any, will be for the account of the service provider if outside the boundaries of the Greater Stellenbosch Municipal Area.

3.3 The service provider will have to prove to the satisfaction of the Municipality and/or a

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duly authorized person/s that its systems and infrastructure have the capacity to process as a minimum. The municipality's offence volume within levels of response times, processing speeds, reliability and accuracy, with sufficient spare capacity in reserve to cope with increased volumes in terms of the guidelines of the Director of Public Prosecutions,

- 3.4** The ICT systems must integrate with the Municipality's financial system (Solve M).
- 3.5** The tenderer will be expected to commence preparatory work to minimize disruption of services at the date of commencement.

4. SCOPE OF SOLUTION REQUIRED

The Stellenbosch Protection Services requires an experienced service provider to provide Digital Traffic Speed Measuring Cameras, Automatic Number Plate Recognition Systems (ANPR) and an all-inclusive Local Contravention Management System (LCMS), starting where the fine is issued/captured until it is ultimately finalised.

5. AUTOMATIC NUMBER PLATE RECOGNITION SUPPORT VEHICLES AND RELATED EQUIPMENT

The tenderer must maintain an Automatic Number Plate Recognition system (ANPR) and supply and maintain equipment. Such equipment will have to be deployed on our vehicle but will be supplied and maintained on the successful tenderer costs and will be built into a Peugeot Boxer Bus vehicle registration number CL44542 of Stellenbosch Municipality. This vehicle should be able to be utilised at ANPR roadblocks with effective network that will be able to be operational in all areas of the greater Stellenbosch Municipality.

5.1 ROADBLOCK SUPPORT VEHICLE:

- 5.1.1.** Is equipped with on-board ANPR cameras and detection systems hardware;
- 5.1.1.1.** Capable of detecting vehicles with outstanding warrants of arrest, false number plates or any other information for which the vehicles may be sought, by wirelessly linking to appropriate back-end databases in real time.
- 5.1.1.2.** Capable of detecting vehicles marked on the NaTIS system as unlicensed or un-roadworthy by linking to the NaTIS system in real time.

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- 5.1.1.3.** Capable of detecting vehicles marked on SAPS database as stolen or wanted for other reasons by linking to the SAPS database in real time.
- 5.1.1.4.** Capable of instantaneously alerting system operators whenever a vehicle that is sought for any reason is detected by emitting an audible tone and displaying a message alert.
- 5.1.1.5.** Capable of recording a colour overview image of each vehicle read.
- 5.1.1.6.** Capable of selecting or de-selecting one or more of the databases used for detecting vehicles, as well as the NaTIS system and/or SAPS system.
- 5.1.1.7.** Equipped with a suitable printer capable of immediate production and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports.

The tenderer MUST supply, install and or maintain the following software/hardware on the ANPR system in addition to requirements of Annexure A:

- 5.1.2.** A real time live interface with Natis for flagged vehicles that is unlicensed or not roadworthy.
- 5.1.3.** All cost for the live link with Natis must be paid by the tenderer.
- 5.1.4.** The tenderer MUST do an initial need analysis of the existing hardware and software installed in the vehicle to determine capability for the requirements of this tender
- 5.1.5** Supply and maintain equipment necessary for conducting of efficient roadblocks, including but not limited to portable computers, pay points, printers, scanners, utensils for securely transporting cash and fax facilities with a drop down safe.

6. SERVICE LEVEL AGREEMENT

The Service Provider will be required to enter into a Service Level Agreement (SLA) with the Stellenbosch Municipality, which will set out the terms and conditions for the services to be rendered. These terms and conditions will be negotiated once the Service Provider has been appointed.

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7. NEGOTIATIONS

- 7.1** A process of final negotiations will commence upon identification of the preferred tenderer. Terms and conditions of the SLA will be determined during negotiations to compile a comprehensive contract that will govern the relationship between the Municipality and preferred tenderer.
- 7.2.** Stellenbosch Municipality strictly reserves the right to select another tenderer in the event that negotiations with the preferred tenderer prove unsuccessful and/or are unduly delayed.

8. CONDITIONS OF THIS REQUEST FOR PROPOSAL (RFP)

8.1 FORM OF SUBMISSION AND CLOSING DATE

Tenderers must submit ONE original plus TWO copies (marked as copies) of their proposal marked **“TENDER B/SM 03/22– Provisions of Traffic Law Enforcement Equipment, Back Office Systems and Related Services”** for a period ending 30 June 2024

THIS TENDER DOES NOT REQUIRE ANY ALTERNATIVE OFFERS AS NO DEVIATION TO THE SPECIFICATIONS WILL BE CONSIDERED.

8.2 PROPERTY AND INFORMATION

- 8.2.1** Tenderers must acquaint themselves with the requirements and obtain their own information in so far as all matters affecting the submission of a response for this request for proposal.
- 8.2.2** Tenderers will be personally responsible for any loss they might suffer due to any misunderstanding or incorrect information obtained except where the information is given in writing under the signature of an authorised signatory of the Council.

8.3 ACCEPTANCE OF SUBMISSION

The Stellenbosch Municipality (also herein referred to as the Council) reserves the right to accept portions of the Tender and is not obligated to accept the whole tender. The Council reserves the right to change the scope and quantities of work in this tender, or the Bill, or location of equipment, or specifications if necessary and

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tenderers will be notified in such circumstances.

8.4 COMMUNICATIONS OR GIFTS

No tenderer shall offer, promise or give to any person or persons connected to this tender or awarding thereof, any gratuity bonus or discount, or other benefit in whatever form in connection with obtaining of the tender. Any contravention of or attempt to contravene this condition shall forthwith be reported to the Council which, if it is satisfied that such contravention has taken place, may disqualify such tenderer.

8.5 RISK ANALYSIS AND EVALUATION CRITERIA

Notwithstanding compliance with the requirements of this request for proposal and the points scored by any tenderer, the Council has the right to perform a risk analysis relating to any tenderer in respect of the following:

- 8.5.1.** Financial status, (tenderer must provide financial statements which will be analysed by the Municipality).
- 8.5.2.** Ability to fulfil its obligations in terms of this offer, that:
 - (i) the tenderer can demonstrate that it possesses the necessary capabilities and competence, financial resources, equipment and other physical facilities,
 - (ii) managerial capabilities, reliability, experience, reputation and personnel,
 - (iii) must provide the organisational organogram,
 - (iv) a list of key staff that will be performing the needed functions as well as their CV's,
 - (v) list equipment as specified in the specification.

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8.5.3. The tenderers past experience of similar contracts, undertaken in the past 5 (five) years, giving the following information:

Service description	COMPANY NAME & ADDRESS	CONTACTABLE REFERENCE/ TEL NUMBER & EMAIL ADDRESS	VALUE OF CONTRACT	DURATION OF CONTRACT (Start and end date)

NB: Bidders who does not complete the above table will be regarded as non- compliant.

- 3.1** The outcome of the contract in terms of achieving the objectives (time, cost and quality).
- 8.5.3.2** The approximated value of the service rendered.
- 8.5.3.3** Particulars of any material non-compliance or dispute concerning the execution of such contract.
- 8.5.4.** Where intended for a sub-contractor to be used, the details must be provided
- 8.5.5.** No tenderer will be recommended for award unless it has shown it has the skills required and it has or can acquire resources to provide the service.
- 8.5.6.** Submit, as part of this tender document a written commitment on the process flow for all requirements as per clauses 2 to 3.4 with special reference:
- (a) To the finalization date for installation of camera systems sub-clause 2.1.1
 - (b) Back Office infrastructure sub-clause 2.1.4
 - (c) Commencement date of camera systems and Back-Office systems, appointment of Junior Technicians as per sub-clause 2.1.2
 - (d) Interfacing the tenderers system with the Council's cash receipt system as per sub- clause 2.1.7
- 8.5.7.** Potential for value-added services. State what is already included in the price and indicate what potential value-added services will be available and at what cost.

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8.6 COMPULSORY CLARIFICATION BRIEFING

A **compulsory clarification meeting** with bidders will be held on a 24 February 2022 at 12h00 at Stellenbosch **Traffic Department, 1 Joubert Street, Stellenbosch**. Bidders who fail to attend the compulsory information session will be regarded as non-compliant.

Due to Covid-19 restrictions, a limited number of people may attend the compulsory clarification meeting and it is therefore requested that only one representative per company may attend. To control the number of people at the compulsory meeting, a notice of intention must be submitted by email to gavin.solomons@stellenbosch.gov.za by no later than 22 February 2022 at 12h00 (48 hours before meeting). Only registered bidders will be allowed to attend the compulsory meeting. No walk-in attendance will be permitted. All attendees will be required to wear mask and need to bring own writing material.

COVID-19 Precautions: Screening for temperature, sanitizing of hands, social distancing and the wearing of masks will be compulsory.

8.7 FAILURE TO FINALIZE REQUIREMENTS IN TERMS OF THIS REQUEST

The Service Provider **MUST** finalize preparation, procurement and installation, of all requirements as mentioned in this tender within a period of 60 (sixty) days, inclusive of weekends and public holidays from the date of commencement (as determined by the Council) provided that the implementation date of requirements as per clauses 16 to 21. These dates and tender award are subject to an appeal period and no rights will accrue to the successful tenderer before the expiry of that period.

In the event that the appointed tenderer fails to finalize the preparation, procurement and installation of all the requirements stipulated above, a penalty clause will be implemented by the Council. The penalty will consist of 50% (fifty %) of the Service Provider's fee as per sub-clause 15.1 which will be deducted at the end of each month, until finalization of the full infrastructure as per the Request of Proposal to the satisfaction of the Municipality. The successful tenderer must be able to deploy their solution on the servers to be provisioned by the ICT Department and hosted at the main building. The IP generated within the server during the course of the contract must remain the property of the Municipality at the end of the contract.

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8.8 BILL OF QUANTITIES

The tenderer must submit rates as per the Bill of Quantities (attached as Annexure A), for requirements as per this Request for Proposal. These rates are deemed to be inclusive of all costs for all elements to make the system complete and fully functional. NO VARIATION ORDER will be paid.

9. STATEMENT OF METHODOLOGY

Tenderers are required to prepare a detailed methodology based upon the following:

- Full description of the proposed speed enforcement and administration and back-office support including methods to perform the enforcement smarter using new technology complying with applicable legislations Criminal Procedure Act/ AARTO Act when implemented.
- Methodology will be implemented by tenderers to fulfil their contractual obligations. This must be completed in detail for each of the listed responsibilities/ requirements.
- Methodology to be followed to ensure an optimum income from enforcement and administration of offences.
- Management systems to be implemented in order to carry out the contract, which must include all key personnel and their CV's and experiences in project of this nature.
- Administrative Staff must have a clear understanding of their function and legislation requirements in terms of their functions and compliance requirements.

10. COMPETENCY AND EXPERIENCE

- Speed Enforcement
- Red robot violations
- Administrative management
- Court preparations and administration management
- Effective and efficient summons serving process
- effective management of third-party payment methods

Proposals must contain evidence of applicable expertise and experience in the above fields which will be evaluated by the Municipality. Where sub-contractors are intended to be used, full details of those proposed sub- contractors must be provided; the tenderer must clearly indicate what will be the function of such sub-contractors. Please note it's not mandatory in terms of this tender.

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11. MANDATORY REQUIREMENTS FOR ENFORCEMENT EQUIPMENT (INFORMATION TO BE USED DURING EVALUATION)

Please complete the following questions in detailed.

The tenderer is required to mark or complete the appropriate boxes in the tender specifications below and fully motivate or explain as necessary. If space is insufficient, the response should be provided in a separate response document. The responses in the response document should be numbered exactly the same as the corresponding clauses in the tender specifications. The symbols in the response boxes in this tender have the following meanings:

Y=YES (can fully comply)

N=NO (Cannot comply or fully comply)

All Prospective Bidders must comply with all criteria as set out below, otherwise this will be found non-compliant and deemed NON-RESPONSIVE. These are mandatory requirements and failure to mark a box at a specific question and to fully motivate compliance and provide required proof of compliance will be seen as NO. Unless the tender can clearly demonstrate full compliance with these mandatory requirements the bid will be deemed NON-RESPONSIVE.

11.1 Mandatory certification requirements

Do you fully comply:		Y	N
11.1.1	All enforcement equipment to be provided shall be SANS 1795 compliant and certified as per National Prosecuting Guidelines as issued by National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information (including any amendments during contract period) will be considered for this tender.		
11.1.2	This certification shall be for all equipment to be used for enforcement.		
11.1.3	Each set/type of equipment shall have the required SANS 1795 certificate.		
11.1.4	This Includes, as a minimum current and valid certificate for the following:		
11.1.4.1	Red-light enforcement cameras systems		
11.1.4.2	Speed enforcement systems (Point)		
11.1.4.3	Average speed (distance over time) enforcement systems.		
11.1.4.4	Please attach the current SANS 1795 certificate for this equipment for these enforcement requirements.		

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Do you fully comply:		Y	N
11.2	It is mandatory that the system shall use a video camera as the primary image capture device with the following capabilities:		
11.2.1	Image capture sensor, 1 inch or greater at a resolution of 3mega pixels or more		
11.2.2	Video resolution of <i>no p</i> HO, or better, using MPEG-2 compression, or similar, for video-clips of each and every infringement capture		
11.2.3	Minimum of a second video buffer for each and every Infringement, (red-light, speed and combination infringements, and additional charges where relevant such as barrier line non-compliance) is captured.		
11.2.4	In accordance with SANS 1795 requirements the date, time and location shall be embedded in every video file which is encrypted.		
11.2.5	Please submit verification that the equipment can perform in full compliance with this specification or better.		

Do you fully comply:		Y	N
11.3	It is mandatory that all equipment used for enforcement is SANS 1795 type approved and has an Integrated real time on-board ANPR function capturing all legitimate number plates under ideal conditions and comparing in real time against a vehicle wanted list and providing operator alerts.		
11.3.1	The number plated of every vehicle passing the enforcement is SANS 1795 type approved and has an integrated real time on-board ANPR function capturing all legitimate number plates under ideal conditions and comparing in real time against a vehicle wanted list and providing operator alerts.		
11.3.2	The number plate of every vehicle passing the enforcement location shall be recorded and uploaded to the back office, subject to the accuracy requirements indicated above		
11.3.3	Please attach the current SANS 1795 certificate for this equipment for these enforcement requirements.		
11.3.4	Please submit verification that the equipment can-perform in full compliance with this specification.		

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Do you fully comply:		Y	N
11.4	It is mandatory that all equipment used for enforcement is SANS 1975 type approved shall have the following automatic modes of enforcement:		
11.4.1	Non-intrusive video-based speed enforcement		
11.4.2	Non-Intrusive video-based red-light enforcement with video-based non-intrusive red-light phase detection for the Radar requirement.		
11.4.3	Non-Intrusive vehicle classification-based speed (video) enforcement for the Radar and Laser requirement, including public transport vehicles.		
11.4.4	Built in point-to-point video based average speed enforcement via the integrated back-office function with built-in real time ANPR,		
11.4.5	Stop line enforcement with speed and video evidence		
11.4.6	Non-intrusive video-based barrier line and yellow lane driving enforcement		
11.4.7	Please attach the current SANS 1795 certificate for this equipment for these specifications.		

12. GENERAL INFORMATION TO BE SUPPLIED

Please complete the following questions in detailed.

The tenderer is required to mark or complete the appropriate boxes in the tender specifications below and fully motivate or explain as necessary. If space is insufficient, the response should be provided in a separate response document. The responses in the response document should be numbered exactly the same as the corresponding clauses in the tender specifications. The symbols in the response boxes in this tender have the following meanings:

Y = YES (Can fully comply)

N = NO (Cannot comply)

All Prospective Bidden must comply with all criteria as set out below, otherwise this will be found non-compliant. These are mandatory requirements and failure to mark or complete a specific question will be seen as NO

12.1. Are you an accredited, certified systems implementer? If yes, please attach a copy of your certificate.

Y	N
---	---

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12.2. Describe the extent to which any other software/hardware equipment in this tender.

Y	N
---	---

12.3. Provide a high-level description of your client base with similar implantations

Y	N
---	---

12.4. Number of Clients/Customers

Y	N
---	---

12.5. Geographic distribution of Clients/Customers

Y	N
---	---

12.6. System implementers experience with the proposed tender requirements

Y	N
---	---

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12.7. Number of years' experience with the project of this nature/similar

Y	N
---	---

12.8. Geographic coverage: Provide a description of your presence within the Province, South Africa, internationally.

Y	N
---	---

12.9. Other relevant experiences in associated or related industry sectors.

Y	N
---	---

12.10. Potential for value-added services. Explain what is already included in the price and indicate what potential value-added services will be available and at what cost.

Y	N
---	---

12.11 Please indicate your total number of staffs in South Africa and in the Western Cape. Give a breakdown of the skills and abilities of all South African and Western Cape staff and explain deployment of staff at our Municipality if your

Y	N
---	---

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tender submission become successfully.

12.12. Client References (provide 2 client references)

Please provide references where your organization has implemented a similar function to what you are proposing in an organization of the same size and bigger as the Municipality of Stellenbosch.

- A short description where you have been successful, including products used for and the number of users and the role played by your organization.
- The short time you took to implement all required enforcement equipment and administration back- office.
- The number of staff allocated to the project at each phase, and their functions.
- Total cost to implement your systems.
- Any subcontractors or alliance partners that will work with you on this project (As supporting documentation, the Municipality would welcome an extensive list of clients with details of the project/services delivered to them)

Client1:

.....

Requirements

A short description of the project implemented. Including products used, number of users and the role that your organization played.

Response:

The length of time taken to implement the solution detail the timing for the various

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phases of the Project). The total number of staff allocated to the project at each phase. Any subcontractors or alliance partners that worked with at each phase.

Response:

Client

2:

.....

Requirements

A short description of the project implemented. Including products used, number of users and the role that your organization played.

Response:

The length of time taken to implement the solution detail the timing for the various phases of the Project). The total number of staffs allocated to the project at each phase. Any subcontractors or alliance partners that worked with at each phase.

Response:

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13. GENERAL OBLIGATIONS

The contractor shall:

- Perform all its duties under the supervision of the Stellenbosch Municipality and in strict compliance with any instruction received from an authorized representative.

13.1 Eligibility

Only those tenders who satisfy the following criteria are eligible to submit tenders

13.1.2 Attendance of Compulsory Clarification Meeting:

No tender will be considered by Stellenbosch Municipality if such tenderer did not attend the Compulsory clarification meeting.

13.1.2.1 *To comply with Covid 19-meter space each tenderer submitted proposal will be represented by one representative at clarification meeting and everybody is expected to be wearing face masks and will be seated a metre away from the next person. No more than 7 people will be allowed at a time. Sanitizer will be made available, and each individual will do their representation from their individual laptop. No exchange of hard copies will be accepted, any submission will be done electronically.*

14. COMPLIANCE INFORMATION

The Tenderer shall:		Y	N
14.1	Perform all its duties under the supervision of the Stellenbosch Municipality and in strict compliance with any instruction received from an authorized representative of the Municipality.		
14.2	Appoint a suitable person based in Cape Town to act as “contract manager” with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between Stellenbosch Municipality and the Tenderer.		
14.3	Replace the “contract manager” upon receipt of a written request from Stellenbosch Municipality in the event that the Municipality is dissatisfied with the performance of the “contract manager”.		
14.4	Acknowledge that Stellenbosch Municipality retains ownership of the contents of the Tender system’s database, including all the images and offence details in respect of each offence taken during the contract period and make available to Stellenbosch Municipality on request any data or images that may be required		

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	for any purpose whatsoever and in the format as requested at no cost to the Municipality.		
14.5	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 the changes, provided that if the change is of such a nature and extent that, in the sole opinion of Stellenbosch Municipality, the only reasonable option is to terminate all or part of the contract, Stellenbosch Municipality may unilaterally do so after giving the Tenderer one month written notice.		
14.6	Commence preparatory work as soon as the contract is awarded. This includes 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 (if applicable) and any other preparatory work that can practically be performed before the commencement date.		
14.7	There must be compulsory meetings between the successfully tenderer and Municipality for purposes of discussing administrative and financial activities that are linked to effective and efficiency of this tender.		

15. TENDER PRICES, PAYMENT AND INVOICING COMPLIANCE INFORMATION

This section must be read with Section 25 obligations of AARTO as spelled out on this Tender document.

The Tenderer shall:		Y	N
15.1	Tender a set fee per paid fine covering all obligations in terms of this contract except for the AARTO obligations. 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.		
15.2	Calculate the monthly fee payable by Stellenbosch Municipality to the Tenderer by multiplying the number of fine payments recorded on the Tender system in the preceding calendar month with the set fee per paid fine and adding value added tax.		
15.3	Submit to the Stellenbosch Municipality on or before the 7 th day of each calendar month:		

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15.4	A report detailing the fines paid in the preceding calendar month as recorded on the Tenderer system		
15.5	A value added tax invoice detailing the fees payable by Stellenbosch Municipality to the Tenderer in respect of paid fines		
15.6	Tender a set fee per AARTO infringement successfully captured or uploaded into the NCR covering all the Tenderer's obligations in terms of clause 25.1.2 (AARTO obligations) of this contract, including cost incurred by the Tenderer to pay the South African Post Office for the printing and postage of infringements and other documents on behalf of Stellenbosch Municipality, which will be for tenderer costs. The set fee will be payable for every AARTO infringement with a unique number that is successfully captured or uploaded regardless of how many infringements appear on one infringement notice. 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 reason for the rejection is within the control of the Tenderer		
15.7	Acknowledge that all costs related to printing and posting of infringements, or other AARTO related documents, on behalf of Stellenbosch Municipality. Costs incurred by Tenderer to SAPO for postage are seen as administrative and compliance requirements and will be the sole responsibility of the tenderer as per clause 25.1.19		
15.8	Calculate the monthly fee payable by Stellenbosch Municipality to the tenderer by multiplying the number of fine payments recorded on the tenderers system/NCR in the preceding calendar month with the set fee per paid fine and adding value added tax.		
15.9	Submit to Stellenbosch Municipality, on or before the 7 th day of each calendar month, a value added tax invoice detailing the fees payable by the Municipality to the Tenderer together with proof acceptable to the Municipality substantiating the fees claimed.		
15.10	Acknowledge that no additional payments for any reason whatsoever will be paid by Stellenbosch Municipality to the Tenderer excluding abovementioned clauses 15.8 and 15.9.		
15.11	The Tenderer shall ensure compatibility will all existing ICT infrastructure.		

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16. CAMERA SERVICES

The Tenderer shall:		Y	N
16.1	The Tenderer will for purposes of the agreement, as and when directed by Stellenbosch Municipality, supply and install up to 9 mobile semi- permanent and 4 mobile digital Cameras.		
16.2	Twelve (12) fixed digital camera systems to record speed and red-light violations.		
16.3	Minimum of twelve (12) sets of ancillary equipment for the fixed cameras each referred to in above, including the housings, poles, detection systems, power supply, UPS and secondary illumination and two (2) 10.1 inch Electronic Smart Phone devices (tablets) which interface between the camera and the user on an encrypted web based user interface, at such locations as may be determined from time to time by Stellenbosch Municipality and provided such locations have been authorized for the use of such equipment by the Director of Public Prosecutions and Manager Traffic Services. The deployment of cameras and rotation of cameras between locations will be solely as determined by Stellenbosch Municipality.		
16.4	Must be able to be linked to the Municipal APN Systems managed by ICT Department.		
16.5	A minimum of four (4) mobile digital camera systems to record speed violations and (4) sets of ancillary equipment which include tripods, infra-red flash illumination units for night-time operations, spare batteries, chargers and other accessories and equipment required for successful operation of the cameras. Cameras will consist of radar and laser cameras and (4) 10.1-inch Electronic Smart Phone devices (tablets) which interface between the camera and user on an encrypted web-based user interface. Minimum distance between the camera and electronic smart phone device must not be less than one hundred (100) meters.		
16.6	Nine (9) semi-permanent cameras to be installed in a secured enclosure mounted on a plinth which is concreted into the ground for speed law enforcement in the Greater Stellenbosch area on a daily basis during day and night. The camera and all ancillary equipment must be light enough for		

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	one person to carry. Thirteen (13) sets of ancillary equipment for the semi-permanent cameras including the housings, plinths, early detection systems, power supply and secondary illumination, at such locations as may be determined from time to time by Stellenbosch Municipality and provided such locations have been authorized for the use of such equipment by the Director of Public Prosecutions. The deployment of cameras and rotation of cameras between locations will be solely as determined by Stellenbosch Municipality. All cameras must be fitted with infrared to be able to capture speeding offences during night-time.		
16.7	All digital Speed violation cameras MUST as a minimum:		
16.7.1	Be able to generate traffic offences for those vehicles exceeding the speed limit as a stand-alone camera.		
16.7.2	Be able to measure the average speed of vehicles travelling between two points on a particular stretch of roadway. (Average Speed Over Distance)		
16.7.3	Must be capable of covering multiple lanes (minimum of four) between two points on a particular stretch of roadway. If the system is extended by installing additional recording points (with one or more cameras) along the same stretch of road, each additional recording point will be considered to be a separate system.		
16.7.4	Have an on board active intelligent vehicle scanning system with real-time view of scanned vehicles, the ANPR "confidential" level and the reason for scanning must be displayed on the image. The Intelligent Vehicle Scanning System must actively in real-time collect all number plate data passing cameras mentioned in clause 16, collected and collated in the back-office including ANPR confidential levels, where an ANPR Cameras is deployed is mandatory with an 80% level at a distance of 60m and 95% at a distance below 60m.		
16.7.5	Be capable of detecting vehicles that are sought for outstanding warrants of arrest, false number plates or for other reasons by linking to appropriate databases in real time when required. A link MUST be established between all cameras and the Service Centre situated at the Stellenbosch Traffic Services connected to a digital monitoring system in an office as determined by the Manager Traffic Services. The images sent to the digital monitoring system must be seamless and in full colour identical to the picture taken for		

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	the offence.		
16.7.6	Be capable of detecting vehicles that are unlicensed or un-roadworthy by linking to the Natis database in real time via an acceptable wide Area Network approved by the Municipality and successful tenderer or owned by the Municipality or the service provider and approved by the Municipality ICT Department.		
16.7.7	Be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP) and any requirements of the Directorate of Public Prosecutions in the Western Cape.		
16.7.8	Be incorporated with a tamper detector which in the event of tampering will send an alarm to the Service Centre as well as sms to dedicated cell phones/s.		
16.8	Be capable of detecting vehicles that are stolen or wanted by the SAPS for any reason by linking to the SAPS marked vehicle database in real time.		
16.9	Install a monitoring system at the Stellenbosch Traffic Services Head Office with at least a 42" monitor linked to the ASOD cameras		
16.10	As a minimum, the fixed and mobile digital camera systems shall be compliant with the following:		
16.10.1	SANS 1795, including Part 5 "Data capturing and recording devices for road traffic law enforcement equipment".		
16.10.2	Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP)		
16.10.3	Written approval of the Director Public Prosecutions; Western Cape.		
16.10.4	Approval of the Manager: Traffic Services of Stellenbosch Municipality and or a duly authorized employee of the Municipality in terms of the System of Delegations.by the Chief of Traffic Services of Stellenbosch Municipality		
16.10.5	Be able to operate 100% in temperatures between – 10 °C and 60 °C measured inside the housing of the digital camera.		
16.10.6	All cameras must be equipped with a passive (infra-red) and /or active illumination for enhanced night-time operation and must be able to function accurately in terms of all relevant guidelines (i.e., TCSP guidelines) during absolute dark circumstances.		
16.10.7	The camera systems shall produce evidence of each offence in full compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department		

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	of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information including any amendments during contract period that shall be deemed necessary.		
16.10.8	All cameras must be incorporated with a camera sensor size of a minimum of 4/3 inches or better with an on-board video base system rendering as a minimum 6 seconds of footage playback per violation.		
16.10.9	All cameras must be incorporated with a video-based system. The system must allow the end user to switch to live feed by selecting the function through the Service Centre functionality for real-time surveillance.		
16.10.10	Provide a full colour image of the offence showing a wide angled context of the offence as well as all relevant details of the offending vehicle.		
16.10.11	Evidence produced shall be tamper detectable and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free.		
16.10.12	Fixed and or semi fixed camera systems shall provide for multiple lane speed and red-light violation enforcement.		
16.10.13	Fixed and or semi fixed camera systems shall be fully protected against vandalism. Fixed and semi fixed camera systems shall allow for quick and easy rotation between sites by one person and user-friendly set-up procedures with a 10.1-inch Electronic Smart Phone Device working on an encrypted web-based user interface.		
16.10.14	Fixed and semi fixed camera systems shall incorporate a power source allowing continued camera operation for a minimum of 4 (four) hours during power outages.		
16.10.15	Mobile camera and semi-permanent camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user-friendly set-up procedures.		
16.10.16	Mobile camera systems shall have sufficient battery capacity to allow operation during an entire shift (minimum 12 hours) without recharging		
16.10.17	Camera systems shall provide illuminating flashes enabling successful night-time operation.		
16.10.18	All camera systems MUST automatically record and store statistics including but not limited to, the number of vehicles checked, the speed of each vehicle checked the number and type of infringements, the highest and average speeds		

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	recorded, the times, the 85th percentile and duration of operations.		
16.10.19	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.		
16.11	In respect of all fixed and semi fixed camera systems supplied by the Tenderer the Tenderer must:		
16.11.1	Provide all electrical requirements for the installation and operation of fixed cameras and pay for electricity used by any particular camera.		
16.11.2	Ensure that all camera installed are yellow colour coded and conform to any installation requirements as specified by Stellenbosch Municipality.		
16.11.3	Prepare and submit any way-leave applications, sitemaps and other supporting documentation necessary and ensure that the required permits and/or licenses and/or regulatory approvals have been obtained before installation of the cameras and ancillary equipment.		
16.11.4	Conduct monthly analyses and produce user friendly statistics on road usage and offence patterns at specific sites in order to assist the Municipality to determine the need for fixed/ semi fixed or mobile camera deployment at any site.		
16.11.5	Inspect all cameras and ancillary equipment not less than once per week with the prior approval of Stellenbosch Municipality in order to ensure that the cameras and ancillary equipment are in good working order and of neat and well-maintained appearance at all times.		
16.11.6	Comply with any requirements from Stellenbosch Municipality in respect of fixed camera installations and supply any additional equipment as may be specified by the Municipality from time to time in order to facilitate inspections and operation of the fixed cameras.		
16.11.7	Maintain the cameras and ancillary equipment and ensure that it is properly and regular serviced in accordance with the recommendations of the manufacturer or supplier of the cameras.		
16.11.8	Ensure that a minimum of two auxiliary cameras per camera group (fix, semi-fixed and mobile cameras) is kept in a		

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	secured location at the Stellenbosch Traffic Department accessible to the Speed Section at any time of day.		
16.11.9	Repair any damaged and or technical defected camera and or ancillary equipment immediately, provided that if a camera cannot be repaired the auxiliary camera mentioned in sub-clause 16.11.8 MUST be made operational on the relevant site within 1(one) hour. Auxiliary cameras MUST comply with all requirements in terms of this contract.		
16.11.10	Calibrate the cameras at 6 (six) monthly intervals, or as required by the Director of Public Prosecutions and as published in The Prosecution Guidelines, or at such other intervals as may be required by Stellenbosch Municipality from time to time and ensure that the calibration certificates are provided to the Municipality.		
16.11.11	Calibrate the zero-velocity test site and all Average Speed Over Distance locations at 12 (twelve) monthly intervals, or as required by the Director of Public Prosecutions and as published in the Guidelines of the Technical Committee for Standards and Procedure, or at such intervals as may be required by the Stellenbosch Municipality from time to time to comply with any legislative compliance.		
16.11.12	Provide on-site field support to the Stellenbosch 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.		
16.11.13	Provide training workshops in the use of the cameras and ancillary equipment to the employees of Stellenbosch Municipality as and when required by the Municipality. The Tenderer shall bear all costs associated with the provision of any such training workshop and issue certificates to the Municipality's employees in respect of training received.		
16.11.14	Take out insurance covering damage or loss for any reason of the Tenderer's cameras and ancillary equipment and maintain such insurance for the duration of this agreement.		
16.11.15	Establish a processing centre at conveniently located premises within the Stellenbosch Municipal area as agreed to by Municipality. The Tender shall ensure that the processing centre is spacious enough and suitably equipped to serve the needs of the Tenders as well as the officers of the municipally who will utilize the processing centre for downloading of		

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	images and adjudication of cases.		
16.11.16	Upload all camera images and data, and capture any additional particulars as may be required to successfully prosecute an offence.		
16.11.17	Provide facilities and systems (hardware & software) for officers of Stellenbosch Municipality to adjudicate every image with its associated data and either accept it as prosecutable or reject it as non-prosecutable.		
16.11.18	Ensure that the Tenderer system “force” each image to be adjudicated by an officer and be capable of identifying the officer responsible for the adjudication.		
16.11.19	Ensure that the Tenderer system shall not allow any image to be tampered with, deleted, cancelled, or rejected by any person other than the adjudicating officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted or rejected by each adjudication officer with appropriate reasons for rejections.		
16.11.20	Provide Stellenbosch 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.		
16.11.21	Provide an internet facility which shall include, but not be limited to, viewing of all images and related data captured by the cameras and the payment of any camera related fines. Such facility must comply with Clause 21.2 on this document. Please note: the prior approval of Stellenbosch Municipality is required before the electronic payment of fines may be implemented.		
16.11.22	Make available the images and data to Stellenbosch 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.		
16.11.23	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. All travel cost of expert witnesses for the account of the service provider.		
16.11.24	Upload statistics gathered by the cameras after every session and make the statistics available to Stellenbosch 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		

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	and average speed recorded, the times and duration of operation and the 85 th percentile.		
16.11.25	Yearly audit of systems (IT audit) and audit report provided to Municipality and allow Auditor General to interact with Auditor of Suppliers as required.		

17. SERVICE CENTRE SERVICES (Back Office)

17.1 Establishing a Service centre

The Tenderer shall:		Y	N
17.1.1	Establish a service centre within Stellenbosch Municipal Area and agreed to by Stellenbosch Municipality.		
17.1.2	Bear all associated costs of the Back Office and any service centre and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials and consumables.		
17.1.3	Ensure that the service centre is operated by the Tenderer employees during Stellenbosch Municipality's normal office hours, or any other hours as may be agreed between the parties.		
17.1.4	Implement measures to ensure that the service centre operations comply with directives of Stellenbosch Municipality, the courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures (TCSP).		
17.1.5	Allow an authorized person/s of the Stellenbosch Municipality to inspect the activities of the service centre at any reasonable time to ensure that the tenderer is complying with all terms and conditions of this agreement.		
17.1.6	Provide contactable references of clients for no less than five (5) sites in South Africa where the tenderers system/s is utilized without any major problems. The five (5) sites MUST be comparable to Stellenbosch Municipality in terms of offence volumes processed and complexity of operations.		

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18. STAFFING, SUB – CONTRACTORS AND AGENTS

The Tenderer shall:		Y	N
18.1	Appoint at least 70% local residents (of the Stellenbosch Municipal area) as such number of employees required by the Tenderer in order to fulfil its obligations in terms of the provisions of this agreement. This is applicable to admin posts that do not need high expertise. Preference must be given to the existing staff working for the current tenderer located at Stellenbosch Traffic Services		
18.2	Apply on a MC38 form to the relevant Magistrate Courts for the appointment of Administration Clerks as Assistant Clerk of the Court to comply with the requirement of Section 15(1) of the Magistrates Court Act, no. 32 of 1944		
18.3	The prescribed minimum qualification for Assistant Clerk of the Court: <ul style="list-style-type: none"> • A Senior Certificate (Grade 12) or equivalent qualification. • computer literacy (Windows, MS Word and PowerPoint). • at least two years' relevant experience in administration. • good people skills, including ability to handle conflict effectively and function within a team. • sound interpersonal skills. • prepared to work overtime. • prepared to sign a confidentiality clause with the Council. • ability to communicate effectively in at least two of the three official languages of the Western Cape (English, Afrikaans and isiXhosa). 		
18.4	Provide adequate management expertise and supervision in the service centre to effectively manage all its functions, provided that the person in charge of the Service Centre has delegated authority to execute requests from an authorized person of the Municipality at his/ her own discretion in terms of this tender.		
18.5	Ensure that all Tenderer employees are suitably qualified and/or trained to perform duties of the Tenderer in terms of this agreement and proof of such relevant qualifications and CV's to be submitted to the Municipality for verification when required.		
18.6	Take sole responsibility for any sub- contractor and agents the tenderer may appoint to assist in delivering the tendered services and acknowledge that the tenderer remains solely responsible for ensuring that the sub - contractor services are rendered in accordance with the terms and conditions of this agreement		

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	within the time frame as given by an authorized person of the Stellenbosch Municipality.		
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19. HARDWARE, SOFTWARE AND NETWORKING

The Tenderer shall:		Y	N
19.1	Provide and operate a system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977). It is a requirement that the system should be web based with a Microsoft SQL back end or similar.		
19.2	Provide and operate a tenderer system software package developed for the capturing of by-laws enforcement fines and such fines must be clarified as they are separate from Traffic Fines.		
19.3	Successful tenderer must make sure that the hardware items provided are of high quality /e.g. Computers i7, Windows 10, 500GB of SSD with 16GB of RAM, 27-inch screen all in one PC. Desktops, printers, monitor and photocopy machines that will be required for the back office to be effective and efficient and the versions that will be acceptable in terms of capabilities and capacity that is acceptable will be specified by the ICT Department		
19.4	Provide sufficient hardware in the service centre in order to meet its obligations in terms of this agreement and to operate the Tenderer system at optimal efficiency including but not limited to desktops, monitors, printers, scanners, fax machines and the like. As a minimum each Administrative Clerk must have a Desktop, 24" LED /LCD Monitor, wireless keyboard and mouse and a printer capable of printing, scanning and copying.		
19.5	At its own cost, establish and maintain data communication links to the Stellenbosch Municipality's Wide Area Network in order to allow up to twelve of the Municipality's remote workstations to operate on the system.		
19.6	Ensure that the hardware supplied by the Tenderer will have sufficient capacity to allow for all the Stellenbosch Municipality's remote users connected to the system to work simultaneously and at optimal efficiency.		
19.7	Ensure that the hardware and software is upgraded as new programs and or hardware develops during the term of the		

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	contract at no cost to Stellenbosch Municipality.		
19.8	Provide sufficient software licenses to Stellenbosch Municipality in respect of the Tenderer software for the operation of the Municipality's own workstations linked to the Tenderer system.		
19.9	Provide an on-going program of training for the Client's users of the tenderers system to ensure that all users are adequately trained to perform their respective functions on the system.		
19.10	Provide Stellenbosch Municipality with user manuals for the Tenderers system.		
19.11	Provide proof to the satisfaction of Stellenbosch Municipality that the Tenderer system has the capacity of processing at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes.		
19.12	Provide proficient information and communication technical support based in the Cape Metropolitan area to ensure that the tenderers system continues to perform optimally, that any technical hardware, software or networking problems are resolved instantaneously and that enhancements to the tenderers system that may be required by Stellenbosch Municipality are implemented without delay.		
19.13	Provide proficient information and communication technical support based in the Cape Metropolitan area to ensure that the tenderers system continues to perform optimally with regards to all cashier functions which include any 3rd party payment and or web-based payments, receiving revenue generated as a direct result of this contract. <i>THE TIME ALLOWED RESOLVING ANY DOWNTIME OF CASHIER FUNCTIONS IS LIMITED TO A MAXIMUM OF ONE HOUR.</i>		
19.14	Provide proof to the satisfaction of Stellenbosch Municipality that the Tenderers system utilized without any major problems in at least two other sites in South Africa that is comparable to Stellenbosch Municipality in terms of offence volumes processed and complexity of operation		

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20. FUNCTIONS TO BE PERFORMED BY THE SERVICE CENTRE

The tenderers must:		Y	N
20.1	Automatically update the tenderers system by importing offence records from speed cameras as per clause 16.		
20.2	Provide high speed document scanning equipment at the Traffic Department to facilitate scanning of documents and electronic transmission of the scanned images to the tenderers Central Cloud Services for data capturing from the images through the use of a document management system. This system is to be used primarily for handwritten fines that are handed in by officers but could also be used for other documents as agreed between the tenderer and Stellenbosch Municipality.		
20.3	Provide high speed document scanning equipment at the Service Centre to facilitate scanning of Warrant of Arrests, Sec 56, Sec 341, Representations handed in by the public and or any other relevant documentation to the tenderers Central Cloud Services to be used in roadblocks by remotely linking to the Primary Server and printing in real time.		
20.4	Capture the data related to the following within 3 working days of receipt at the Service Centre:		
20.4.1	Section 341 notices issued		
20.4.2	Section 56 notices issued		
20.4.3	Representations received from offenders		
20.4.4	Representation results		
20.4.5	Court results		
20.4.6	Authorization of Warrant of Arrest		
20.4.7	Name and address changes		
20.4.8	Change of offender detail		
20.4.9	Return of Service of summonses		
20.4.10	Execution of Warrant of Arrest		
20.5	Establish an interface with the NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the tenderers system accordingly		
20.6	Establish an interface with the NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the NaTIS system.		
20.7	Generate, print and process the following documents, provide postage and ensure the mailing thereof from a postal service		

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	provider located in the Cape Metropolitan area:		
20.7.1	Section 341 notices (camera mailers) within 30 days of offence date.		
20.7.2	Notification of No Admission of Guilt Offences within 30 days of offence date.		
20.7.3	Notification of Red-Light Violation offences within 30 days of offence date.		
20.7.4	Notice Before Summons (2nd notice).		
20.7.5	Warrant of Arrest notices.		
20.7.6	Representation acknowledgement letters.		
20.7.7	Representation result letters.		
20.7.8	General letters.		
20.7.9	Any other documentation required for the successful operation of the Service Centre.		
20.7.10	Ensure that the layout, design and content of any documentation produced by the tenderers system and or what the tenderer sent out to the general public or the Courts, are approved in writing by the Traffic Manager of Stellenbosch Municipality before being printed.		
20.7.11	Include a full colour image with all relevant information of the offence on Section 341 notices printed in respect of camera related offences.		
20.7.12	Include two full colour images (first one before the Stop line and the second one where the vehicle is in the intersection) and all relevant offence details as required by the TCSP on Section 341 notices printed in respect of Red-Light Violations.		
20.8	Generate, print and process the following Court related documentation per Court:		
20.8.1	Section 54 Summonses.		
20.8.2	Court Rolls.		
20.8.3	Section 341 Control Register.		
20.8.4	Section 56 Control Register.		
20.8.5	Section 54 Control Register.		
20.8.6	Section 341 Spot Fine Register.		
20.8.7	Pro forma Section 341 spot fines to accompany the Spot Fine Register.		
20.8.8	Admission of Guilt Register.		
20.8.9	Contempt of Court Register.		
20.8.10	Warrants of Arrest including "double contempt" warrants of arrest and "bench" warrants of arrest.		
20.8.11	Warrant of Arrest Register.		

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20.8.12	Any other Court related documentation that may be required by the Courts or Stellenbosch Municipality.		
20.9	Prepare daily mail bags containing all documentation for dispatch to the Stellenbosch Municipality's offices managing the court administration of the respective Courts.		
20.10	Provide Stellenbosch Municipality with a facility to draw management information and statistics from the Tenderers' system and/or provide the management information and statistics on request. The statistics should include the following:		
20.10.1	Detailed analysis of sections 56, 341 and camera offences showing the number of offences issued per month, values, actual payments, success rates, withdrawn, untraceable and number of outstanding offences		
20.10.2	Comparison of monthly offence volumes.		
20.10.3	Number a value of payments received by Stellenbosch Municipality and income generated.		
20.10.4	A detailed Microsoft Excel listing of the number and value of fines reduced versus the number and value of fines originally issued.		
20.10.5	Status of all offences at the various processing stages.		
20.10.6	Month by month statistical analysis of offences committed per suburb, ward, and sub-council area.		
20.10.7	Representation results showing "proceed", "withdrawn", "reduced" separately.		
20.10.8	Outstanding representations results.		
20.10.9	Officer statistics and productivity.		
20.10.10	Detailed analysis of officer errors on handwritten notices.		
20.10.11	Offenders or vehicles with the most outstanding fines of warrants of arrest ("Top 50 reports")		
20.10.12	Number of first appearances per court per month.		
20.10.13	A detailed Microsoft Excel listing of the number and values of cases struck off the roll per court per month.		
20.10.14	A detailed Microsoft Excel listing of the numbers and values of withdrawals per court per month.		
20.10.15	Number of warrants of arrest authorized per court per month.		
20.10.16	Total revenue accrued per court per month.		
20.10.17	Number of "double contempt" per court per month		
20.10.18	Number of remanded cases per court per month.		
20.10.19	A clear distinction must be made between all fines issued; fines paid at Stellenbosch Traffic Section, fines paid at the		

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	courts, fines paid directly into the bank account of Stellenbosch Municipality as well as fines reduced. There must be different Microsoft Excel files (listings) of each of the before mentioned. These must be provided to Stellenbosch Municipality on a monthly basis by no later than the 07 th working day of the ensuing month.		
20.10.20	A clear distinction must be made between section 341 and section 56 fines in respect of the information provided as per the previous paragraph.		
20.10.21	A separate listing of the number and value of provincial fines paid at the Stellenbosch Traffic Section should be provided on a monthly basis in Microsoft Excel format.		
20.10.22	Any other statistics or reporting that may be required by Stellenbosch Municipality.		
20.11	Ensure that general housekeeping procedures are established and performed in respect of the tenderers system including, but not limited to the following:		
20.11.1	Create a daily backup of all data and images captured on the tenderers system and to be made available to Stellenbosch Municipality on request at no cost to the Municipality.		
20.11.2	Create a daily full system backup and ensure that it is stored at a secured off-site location as agreed by Stellenbosch Municipality and to be made available to the Municipality on request at no cost to the Municipality.		
20.11.3	Perform system administrator duties such as registering users on the system and assigning user rights.		
20.11.4	Perform regular, scheduled history runs to remove expired data from the system.		
20.11.5	General housekeeping and maintenance of the system.		
20.11.6	Ensure that the tenderers system is fully auditable and able to produce reports and screen logs of all activities on the system for each offence, including the time and date of the event, user, activity details, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user.		
20.11.7	Ensure that the tenderers 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.		
20.11.8	Under no circumstances accept money on behalf of Stellenbosch Municipality except for electronic payments or when requested by the Stellenbosch Municipality.		

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20.11.9	Under no circumstances deal directly with the public, the courts or the Directorate of Public Prosecutions, except when authorized by the Municipality.		
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21. PAYMENT FACILITIES

The tenderers must:		Y	N
21.1	The successful tenderer must make sure that the payment systems are in compliance with AARTO requirements and systems, this must be read with Section 25 on this document and be able to prove to the Municipality a certificate of AARTO compliance as proof for readiness issued by RTIA.		
21.2	Ensure that the tenderers system is adapted to interface directly with Stellenbosch Municipality's cash receipting system, as well as the systems of any of the Stellenbosch Municipality's third-party payment agents to allow payment of fines after electronic validation of the fine on the tenderers system and electronic updating of the tenderers system with fine payments taken.		
21.3	Ensure that the tenderers system is adapted to interface directly with the systems of any of Stellenbosch Municipality's third-party payment agents to allow the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines after validation of the fine payments on the tenderers system, electronic updating of the tenderers system with fine payments so taken.		
21.4	Ensure that the adaptation of the tenderers system as specified above is commenced immediately upon awarding of the contract and is carried out in close cooperation with the Municipality and within the timeframes agreed to by the Municipality for implementation upon commencement of the contract.		
21.5	Provide a link to the municipal website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras as well as on-line payment of fines. Prospective tenderers will have to demonstrate to the Municipality that they have successfully implemented this capability at other Municipalities.		
21.6	The tenderers system (software application) must comply with the Municipal Regulation on the Standard Chart of Accounts (MSCOA) system and process requirements, as gazetted on		

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	22 April 2014. The tenderer is specifically referred to, in addition to the MSCOA and related MSCOA documents, to MFMA Circular 80 and Annexure B to MFMA Circular 80 for the specific system specifications as contemplated by National Treasury. The cost that may be required for the tenderer's system to be MSCOA compliant will be for the account of the tenderer."		
21.7	Establish an interface between the contravention system and the Municipal Financial Systems for reporting and auditing purposes. The reliable information for vehicle identification and offender identification must be uploaded from NaTIS information data as is the exclusive information data that is approved by the National Department of Transport.		

22. OFFENDER TRACING AND CALL CENTRE COMPLIANCE

The tenderer must:		Y	N
22.1	Establish and operate an outbound call centre which shall be utilized to perform the following functions:		
22.1.1	Trace offenders with inaccurate address details.		
22.1.2	Update tenderers system with change of offender details.		
22.1.3	Remind offenders of upcoming court dates via sms and or email portals.		
22.1.4	Notify offenders of warrants of arrest authorized via sms and or email portals.		
22.1.5	Any other activity that may be necessary to assist or trace offenders excluding data washing.		
22.2	Take effective steps to ensure that call centre employees conduct the various types of telephone calls to offenders in accordance with scripts approved by Stellenbosch Municipality and providing a monthly activity report.		
22.3	Ensure that the Stellenbosch Municipality approves the content of any sms's, letters, notices or other communication sent or delivered to offenders.		
22.4	Trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up-to-date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like, but are in line with methods that are approved by the Western Cape Director of Public Prosecution.		
22.5	Create and maintain an offender database with the most recent known and confirmed particulars of offenders including		

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	full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained.		
22.6	Ensure that the tenderers system has the facility to produce reports detailing conflicts between the information captured and the information received from the NaTIS system		
22.7	Utilize the confirmed particulars on Natis in the first instance for the production of notices and summonses and then the offender database as further required		
22.8	Ensure that the tenderers system has the facility to record the registration numbers of vehicles using false number plates and to prevent notices from being sent to the legitimate owners of such vehicles.		
22.9	Provide reports to Stellenbosch Municipality giving details of vehicles using false number plates at the end of each calendar month or as directed by the Stellenbosch Municipality.		

23. SUMMONS SERVING

The Tenderer shall:		Y	N
23.1	Ensure that all summonses generated per month are successfully served inside and outside the boundaries of Stellenbosch Municipality in strict compliance with all applicable legislation, judicial guidelines, authorizations, and directives from the Municipality.		
23.2	Ensure that summonses are served within 6 months of the date of offence, provided that this period may be extended to a maximum of 18 months where a summons has to be re-issued due to receipt of a notification of change of offender, or such other period as agreed by the Municipality.		
23.3	Appoint an adequate number of serving agents inside and outside the boundaries of Stellenbosch Municipality to serve the summonses generated by the Tenderer system.		
23.4	Ensure that serving agents appointed to serve summonses within the boundaries of Stellenbosch Municipality are duly authorized and approved by the Municipality to do so.		
23.5	Ensure that serving agents appointed to serve summonses on behalf of Stellenbosch Municipality in areas outside the boundaries of the Municipality are duly authorized by the applicable local authorities to do so.		
23.6	Pay the fees of the serving agents for summonses served.		

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23.7	A tenderer must submit proof of being effective in terms of summonses serving in areas where they were appointed for a project similar to the required one.		
23.8	Ensure that the Tenderers system is capable of registering all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance and the status of every summons at any time and provide a monthly report.		
23.9	Take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorizations and the law		
23.10	Administer all summonses and the allocation thereof to serving agents, provided that the Municipality will be responsible for stamping all summonses produced from the Tenderer system.		
23.11	Allow the checking and stamping of summonses by the Municipality's employees as and when necessary and provide a suitable work area within the Service Centre for this purpose.		
23.12	Facilitate and support the serving of summonses by the Municipality's employees at roadblocks, or as and when determined by the Municipality.		
23.13	Provide a facility for immediate, on-site production of summonses at roadblocks for the purposes of serving on offenders that have been apprehended at the roadblocks. Printing of summons must not exceed 60 (sixty) seconds.		

24. WARRANT OF ARREST ADMINISTRATION AND ROADBLOCK SUPPORT

The Tenderer shall:		Y	N
24.1	Establish and maintain a Central Warrant of Arrest Office at premises agreed to by the Municipality, where all warrants (not distributed for executions) are managed, administered, and stored until finalized.		
24.2	Capture warrant of Arrest results from the court roll.		
24.3	Allocate warrants of arrest to officers of the Municipality for execution as and when requested to by an authorized person of the Stellenbosch Municipality.		
24.4	Print Warrants of Arrest within 14 days after the court date in order for the Magistrate to authorise within the prescribed timeframe.		
24.5	Copy/ scan all Warrants of Arrest onto the tenderer's Central Cloud Services Primary server for electronic record-keeping.		
24.6	Ensure proper record keeping and control over movement of		

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The Tenderer shall:		Y	N
	warrants of arrest in and out of the Central Warrant of Arrest Office, including warrants received, on hand, allocated to officers, returned, or distributed for any other reason.		
24.7	Ensure the return of Warrants of Arrest to the relevant Magistrates Court and record keeping thereof.		
24.8	Ensure that warrants of arrest are properly cancelled upon expiry of their period of validity and marked as cancelled on the Tenderer system.		
24.9	Ensure that central Warrant of Arrest Office is manned with sufficient staff during the hours of operation of the Municipality's officers dealing with warrants of arrest.		
24.10	Ensure that the Central Warrant of Arrest Office is manned with sufficient staff during roadblock operations in order to draw and prepare original warrants of arrest for officers engaged in roadblock operations and to transmit copies of documents as required.		
24.11	Ensure that all warrants of arrest and summons returns of service are scanned as soon as they become available, and that the database of scanned documents is always maintained and Synchronized with the corresponding data on the Tenderer system.		

25. OBLIGATIONS IN RESPECT OF THE AARTO ACT (ACT 46 OF 1998)

In the event that the AARTO Act is implemented in Stellenbosch Municipality before, or during the term of this tender, the tenderer shall have the following obligations:

		Y	N
25.1	In respect of infringements issued in terms of the AARTO Act and Regulations, the tenderer shall:		
25.1.1	Cooperate with the Municipality to implement AARTO and comply with any reasonable instruction received from officials of the Municipality in this regard.		
25.1.2	Establish with the assistance of the Municipality a secure network connection and interfaces to the NaTIS that will allow the tenderer to perform AARTO-related transactions on the National Contraventions Register (NCR).		
25.1.3	Devote sufficient staff and resources and establish sufficient technical infrastructure, which will include workstations (personal computers) for the tenderers NaTIS users, network connections to the NaTIS, as well as printing and scanning		

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		Y	N
	devices in order to perform its AARTO obligations for the Municipality.		
25.1.4	Ensure that their entire staff that is utilized for AARTO are adequately trained and duly registered as Natis users with the assistance of the Traffic Department.		
25.1.5	Upload all camera infringements from the tenderers 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 tenderer will comply with the uploading procedures as prescribed in the relevant AARTO Standard Operating Procedures (SOP's)		
25.1.6	Perform the following functions in accordance with the relevant SOP's and under the direction of the Municipality:		
25.1.6.1	Managing NaTIS/NCR user administration of contractor users.		
25.1.6.2	Managing infringement notice books bulk orders on the NCR.		
25.1.6.3	Capturing handwritten infringements (AARTO 01 and AARTO 32)		
25.1.6.4	Capturing notices of summons to be issued for offences (AARTO 33)		
25.1.6.5	Capturing unattended vehicle notices (AARTO 31)		
25.1.6.6	Updating infringements on the NCR.		
25.1.6.7	Uploading and scanning of all AARTO documents.		
25.1.6.8	Querying infringements.		
25.1.6.9	Receiving, recording, and processing of AARTO elective options applications. (Excluding over-the-counter transactions which will be done by the Municipality)		
25.1.6.10	Recording offences and their outcomes on the NCR		
25.1.6.11	Extract financial management reports from the NCR for income reconciliation.		
25.1.7	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.		
25.1.8	Manage court cases in accordance with the AARTO SOP's and in		

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		Y	N
	consultation with the Municipality:		
25.1.8.1	Where persons elect to be tried in court.		
25.1.8.2	Where cases originate from offences.		
25.1.8.3	Record offences on the NCR		
25.1.8.4	Allocate courts and court dates.		
25.1.8.5	Generate and prepare summonses.		
25.1.8.6	Serve summonses through summons servers authorized by the Municipality.		
25.1.8.7	Generate and prepare court rolls.		
25.1.8.8	Update outcomes of court proceedings on NCR.		
25.1.8.9	Record arrests.		
25.1.9	Record unacceptable cheques/RD cheques on the NCR.		
25.1.10	Print AARTO reports, management information and statistics for the Municipality.		
25.1.11	Record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP's.		
25.1.12	Procure from the Government Printer or other suppliers where applicable, all AARTO stationery required by the Municipality, including Infringement Notice books, application forms and pre-printed paper.		
25.1.13	Keep a sufficient stock of AARTO stationery and make such stationary available to the Municipality as and when requested at no cost to the Municipality.		
25.1.14	Prepare an electronic data file on which the information known in respect of the infringer and infringement appears to notify the Agency that an infringer has failed to comply with the infringement notice within the period. Electronic data files to be submitted in a period not exceeding 32 days.		
25.1.15	The Tenderer will enter into a Service Level Agreement (SLA) with the South African Post Office (SAPO) for the 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.		
25.1.16	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.		
25.1.17	Not accept cash payments, deal directly with the public or		

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		Y	N
	perform over the counter AARTO transactions.		
25.1.18	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.		
25.1.19	Make payments to SAPO for any costs related for posting of infringements, or other documents, on behalf of the Municipality, and such costs will be the sole responsibility of the tenderer, as part of administrative responsibilities for the entire tender when AARTO is in place.		
25.1.20	Adapt its AARTO operations to comply with any changes in the AARTO Act and Regulations, or new and amended SOP 'that may be introduced.		

26. TRANSITIONAL ISSUES

The Tenderer shall:		Y	N
26.1	Take responsibility for all new fines issued from the date of commencement of the contract.		
26.2	Commence preparatory work as soon as the contract is awarded, so as to minimise disruption of services at the date of commencement of the contract. This includes the securing of suitable premises, setting up of the service centre, setting up of hardware and software systems, configuring the systems, appointment and training of staff, delivery and setting up of camera systems, preparing for data migration and any other preparatory work that can practically be performed before the commencement date.		
26.3	Submit, in this tender a firm proposal and commitment to the Municipality on transitional arrangements at the end of the contract period in the eventuality that a different service provider is appointed by the Municipality for a further contract period. The proposal should cover in particular the following:		
26.4	Continued use of the Tenderer system by the new service provider.		
26.5	Costs involved for continued use of the Tenderer system.		
26.6	Training and on-going support for the new service provider in the use of the Tenderer system.		
26.7	Licensing of the Tenderer system software to the new service provider.		
26.8	Arrangements for the possible transfer or leasing of hardware		

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	associated with the Tenderer system to the new service provider.		
26.9	Any other arrangement that could facilitate the smooth transition of operations to a new service provider with minimal disruption to the Municipality.		

27. PERFORMANCE AND MANAGEMENT

- 27.1** The Stellenbosch 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), 2 (fair, but not satisfactory) and 3 (acceptable). If service delivery is less than satisfactory (2 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.
- 27.2** Service Providers will be evaluated monthly on the following Key Performance Indicators (KPI's)
- 27.3** Monthly reports submitted within 7 days after the end of each month
- 27.4** Rollout of cameras in accordance with time schedule agreed upon
- 27.5** Back-up services and support systems available
- 27.6** Monthly Inspections of equipment

28. EVALUATION

- 28.1** Tenders will be evaluated in terms of the main functionality areas related to information and additional supporting documents/information supplied in sections 11-12, 14-21, and 22-27. The main functionality areas, on which the tender will be evaluated, are:
- Full details of products/solutions offered (Equipment, software, hardware, reporting flexibility etc.) in terms of, but not limited to clause 5 and 16.
 - Tenders' capacity (staff, time for implementation, sub-tender's / alliance partners, location, back-office functionality), in terms of, but not limited to clauses 17,18,19,20
 - Client references in terms of but not limited to section 12. (Copies of reference letters)
 - The Tenderer must be able to furnish evidence to substantiate their responsive in terms of requirements and contact references must be given for previous Municipal areas they have worked at. Proof is highly required.

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SIGNATURE:		DATE:	



Note that additional information/ supporting documentations should be cross referenced to the applicable sections in the questionnaire in the previous sections and the functionality areas.

TENDERERS HAVE TO MEET ALL THE MANDATORY EQUIPMENT REQUIREMENTS TO BE CONSIDERED AS RESPONSIVE. NON-RESPONSIVE TENDERS WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

EVALUATION CONTINUES ON THE 80/20 PREFERENCE POINT SCORING SYSTEM FOR RESPONSIVE TENDERS.

29. ALTERNATIVE TENDER OFFERS

Alternative tenders will not be considered.

Tenders must ensure that all requirements of relevant legislation are adhered to.

Tenderers are subject to the conditions of Contract and will be evaluated in accordance with the Supply Chain Management Policy, Preference Procurement Regulations, 2017, relevant specifications functionality as depicted in the document. The preferential points system applied is as follows:

Price-----80

B-BBEE status level of contribution-----20

Total points for Price and B-BBEE-----100

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



17. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if mores space is required.

DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if mores space is required.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	


18. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. 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, even in the event of a subcontractor not listed above being approved by the Engineer.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS							
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED	
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
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Fax		Fax					
Email		Email					
Name		Name					
Tel		Tel					
Fax		Fax					
Email		Email					

Attach additional pages if more space is required.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
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Fax		Fax				
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Name		Name				
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Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



21. PRICING SCHEDULE

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.
 - a. 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.
5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a.

I / We _____

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

of the firm _____

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

	INDICATE WITH AN 'X'							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICE SCHEDULE to be completed.

1. BACKGROUND

Stellenbosch Municipality intends to appoint an experienced service provider for the provision traffic law enforcement equipment, back-office systems for administration traffic fines issued in terms of National Road Traffic Act, Municipal By-laws AARTO Infringement's and related services for a period of 24 months as from 01 July 2022 until 30 June 2024.

Paid fine:

A paid fine: this is a fine that has been settled by the payment of one fine amount regardless of how many charges were included in the fine. (Not cases withdrawn, or house kept)

AARTO Infringement:

A set fee per AARTO infringement successfully captured or uploaded into the NCR covering all the contractor's obligations in terms of clause 25 (AARTO obligations) of this contract, including 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 Stellenbosch Municipality. The set fee will be payable for every AARTO infringement with a unique number that is successfully captured or uploaded regardless of how many infringements appear on one infringement notice. 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 reason for the rejection is within the control of the contractor, or not.

I/We, the undersigned, hereby tender and, should this tender be accepted, in whole or in part, undertake to supply and deliver in conformity with the conditions and stipulations set out in the conditions of contract and specifications attached hereto, the articles, goods or materials as may be ordered by the Municipality, in consideration of the prices or rates set out below.

I/We hereby declare that I/We have read the attached documents and that I/We are fully acquainted with the contents thereof.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



1. <u>PRICING SCHEDULE</u>			
DESCRIPTION	UNIT PRICE IMPLEMENTATION DATE 01 JULY 2022 – 30 JUNE 2023 YEAR 1	UNIT PRICE 1 JULY 2023 – 30 JUNE 2024 YEAR 2	TOTAL UNIT PRICE FOR (2022-2024)
Criminal Procedure Act (CPA)	R p/paid fine	R p/paid fine	R
Fixed rate per paid fine	R.....p/fine	R..... p/fine	R
Rate per AARTO infringement captured/uploaded	R..... p/infringement	R.....p/infringement	R
TOTAL PRICE EXCL. VAT (IMPLEMENTATION DATE 01 JULY 2022 – 30 JUNE 2024)			R
VAT INCLUSIVE (15%)			R
TOTAL PRICE INCL. VAT (IMPLEMENTATION DATE 01 JULY 2022 – 30 JUNE 2024)			R

ALL PRICES MUST BE INCLUSIVE OF VAT

Please note the following:

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget
2. Only firm prices will be accepted and non-firm prices will not be considered.
3. The tender will be evaluated and awarded on the total bid price to one service provider.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



IMPLEMENTATION DATE.....

I/We, the undersigned, do hereby declare that these are the properly priced Bill / Schedules of Quantities forming part of this Contract Document containing pages in consecutive order upon which my/our Tender for

CONTRACT No Tender B/SM 03/22: THE SUPPLY, DELIVERY AND THE ADMINISTRATIVE SUPPORT SERVICE OF A FINE COLLECTION SYSTEM AND CAMERA EQUIPMENT WITH THE RELATED OPERATIONAL SUPPORT FOR THE PERIOD 01 JULY 2022 TO 30 JUNE 2024 HAVE BEEN BASED.

My/our total Contract Price for this work and above item (Total) is (in words)

.....
.....

.....

SIGNED ON BEHALF OF
TENDERER.....

Form of Offer and Acceptance

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

CONTRACT: TENDER No. B/SM 03/22 REQUEST FOR PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED SERVICES FOR THE STELLENBOSCH MUNICIPLAITY INCLUDING NRTA AND ALL MUNICIPAL BY-LAW INFRINGEMENTS CONTRAVENTIONS FOR A PERIOD OF 24 MONTHS, AS FROM 01 JULY 2022 TO 30 JUNE 2024.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



This offer may be accepted by the Employer by signing the acceptance part of the form of offer and acceptance and returning one copy of the document to the tenderer before the end of the period of validity stated in the tenderer data, whereupon the tenderer becomes the party named

As the service provider in the conditions of contract identified in the contract data.

Signature

.....

Name

.....
.....

Capacity.....

.....

For the tenderer

(Name and

.....

Address of

.....

Organisation)

.....

Name and

Signature

Of witness Date

.....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



22. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	