

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: COM 020 OF 2023:TECHNICAL PROPOSALS

APPOINTMENT OF AN EXPERIENCE SERVICE PROVIDER WITH A PROVEN TRACK-RECORD FOR THE PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED SERVICE FROM 01 FEBRUARY 2024 UNTIL 30 JUNE 2026

ENQUIRIES: Mrs. Janine Wells
YORK STREET
GEORGE
(044)878 2400

ISSUED BY:
THE CITY COUNCIL
MUNICIPALITY OF GEORGE
P O BOX 19.
GEORGE
6530

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER:

SUPPLIER DATABASE NO.: MAAA

TOTAL PRICE (INCLUDING VAT)	R
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PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:	
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Preference Points Claimed:	
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B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

TENDER CLOSURES AT 12H00 ON FRIDAY, 06 OCTOBER 2023

INDEX

NO.	DESCRIPTION	PAGE NUMBERS
1	Advertisement	04
2	Invitation to Bid	05
3	Details of Tenderer	06
4	Details of Tendering Entity's Bank	07
5	Resolution taken by the Board of Directors / Members / Partners	8
6	Resolution taken by the Board of Directors of a Consortium or Joint Venture	09 - 10
7	Joint Venture Information / Agreement	11
8	Specifications & Pricing Schedule	12-49
9	Annexure A – Past Experience	50
10	The Tender Offer and Acceptance	51- 53
11	MBD1 – Tax Clearance Certificate	54- 55
12	MBD4 – Declaration of Interest	56- 59
13	MBD6.1 – Preference Points Claim form	60- 64
14	Sworn Affidavit	65
15	MBD8 – Declaration of Bidder's Past Supply Chain Management Practices	66-67
16	MBD9 – Certificate of Independent Bid Determination	68- 70
17	Certificate for Municipal Services	71
18	General Conditions of Contract	72- 81

BIDDER CONTACT DETAILS

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company:		Mark choice of correspondence with X
Postal Address:	..... ..... ..... ..... Postal Code:	
E-mail Address:	.....
Telephone Number:	.....
Cellular Number:	.....
Facsimile Number:	.....

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT
TENDER NO. COM020/2023 / TENDER NR. COM020/2023

Tenders are hereby invited for the:

APPOINTMENT OF AN EXPERIENCE SERVICE PROVIDER WITH A PROVEN TRACK-RECORD FOR THE PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED SERVICE FROM 01 FEBRUARY 2024 UNTIL 30 JUNE 2026

Completed tenders in a sealed envelope (**two envelope system**), clearly marked:

Tender No. COM 020/2023, must be placed in the tender box at the George Municipality on the First Floor, Department: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on Friday, 06 October 2023**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted. **The first envelope will include the technical proposal (stages 1 & 2) and all relevant returnable schedules and annexures except the Tenderer's pricing schedule and form of Offer which shall be in the second envelope, financial proposal (stages 3).**

Attendance at the Tender Briefing meeting is compulsory. Interested tenderers are to register per e-mail with Mr Samuel Bowkers at csbowkers@george.gov.za by 14h00 the day before the meeting in order to receive an invitation. The meeting will be held as at 10h00 on 15 September 2023 via Microsoft Teams.

Tender documents are available at a non-refundable deposit of R 267-95 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

Tenders will be evaluated as follows:

Stage 1: Pre-Qualification (Deliver & experience criteria)

Only tenders scoring a minimum of 70% in Stage 1 will be further considered for evaluation in stage 2.

Stage 2: Pre-Qualification (Demonstrate compliance criteria)

Only tenders scoring a minimum of 70% in stage 2 will be further considered for evaluation in stage 3.

Stage 3: Price, Preference and Specific Goals

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022, the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and specific goals.

For more information, contact Mrs . Janine Wells at (044) 878 2400 or jwells@george.gov.za/ Mr . Laurent Jansen at (044) 878 2400 or ljansen@george.gov.za

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or reject any quotation or to accept a part of it. The Municipality is not bound to accept the lowest or any tender

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

It will be required from all successful bidders to register on the Central Supplier Database (CSD).

**DR M GRATZ
MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530**

INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE
APPOINTMENT OF AN EXPERIENCE SERVICE PROVIDER WITH A PROVEN TRACK-
RECORD FOR THE PROVISION OF TRAFFIC LAW ENFORCEMENT
EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED SERVICE FROM 01
FEBRUARY 2024 UNTIL 30 JUNE 2026**

BID NUMBER: COM 020/2023

CLOSING DATE: 06 OCTOBER 2023

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit
The Civic Centre (1st Floor)
York Street
GEORGE

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

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and Adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2017.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: _____

Date: _____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____

(Place) (Date)

RESOLVED THAT:

- The enterprise submits a Tender to the George Municipality in respect of the following:

TENDER NUMBER: COM020/2023
APPOINTMENT OF AN EXPERIENCE SERVICE PROVIDER WITH A PROVEN TRACK-RECORD FOR THE PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED SERVICE FROM 01 FEBRUARY 2024 UNTIL 30 JUNE 2026

- Mr/Mrs/Ms _____
 In his/her capacity as _____
 and who will sign as follows: _____
 (SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the George Municipality in respect of the following:

TENDER NUMBER: COM020/2023

APPOINTMENT OF AN EXPERIENCE SERVICE PROVIDER WITH A PROVEN TRACK-RECORD FOR THE PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED SERVICE FROM 01 FEBRUARY 2024 UNTIL 30 JUNE 2026

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

_____ and

_____ and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE _____

PROVISION OF A TRAFFIC CONTRAVENTION SERVICE FOR GEORGE MUNICIPALITY

Contract Period : 01 February 2024 until 30 June 2026

Closing Date : 06 October 2023

Closing Time : 12h00

Compulsory Site Meeting: 06 October 2023

VENUE FOR SITE VISIT : Banquet Hall, 71 York Street, George

1 BACKGROUND

George Municipality intends to appoint an experienced service provider with a proven track-record for the provision of traffic law enforcement equipment, back-office systems and related services for a period of **29 months**.

- 1.1 The contract is envisaged to commence on 1 February 2024. The contractor will be expected to commence preparatory work as soon as the contract is awarded and the appeal period is concluded, so as to minimise disruption of services at the date of commencement.
- 1.2 The required services will include the supply, installation and maintenance of digital camera systems to enforce speed, red light and other moving violations at fixed and mobile sites. The actual number of camera systems and sites that may be called for during the term of the contract and the timing of such calls will be at the discretion of the Municipality. The contractor will be responsible for the calibration of all cameras provided, operational support, maintenance, repair insurance and general management of all owned equipment.
- 1.3 The Municipality requires a contravention system and full back-office services for the processing of all traffic and by-law fines, whether they be handwritten, or generated by camera, handheld unit, or any other system that may be used by the Municipality at Traffic Department based in Pacaltsdorp and Municipal Court in George CBD. The contravention system should cater for the full life-cycle of a fine from the initial capturing or generation of the offence, through all the legal processes which includes summons serving and court processes, up to the stage where the fine is ultimately finalised. The cases to be processed include those generated by the Provincial Traffic within the boundaries of the Municipality. Bylaw offences also need to be processed by the contravention system. These bylaw offences are usually generated by the Local Law Enforcement Department and Anti-Land Invasion Department. The contractor will be responsible for supplying all officers' books used by the Municipality.
- 1.4 The contravention system must conform in full with the Municipality's standard systems architecture. The Municipality requires real-time interfacing of the

contravention system with the Municipality's cash receipting system and with the systems of its third party payment agents to allow the validation of fines and the taking of fine payments via these systems.

- 1.5 The contractor will also be expected to host a website where details of fines and associated images can be viewed.
- 1.6 The contractor 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. If required by the Municipality, the contravention system also has to be adapted to interface with the Municipality's financial system in order for management information and statistics to be drawn via the system.
- 1.7 The ANPR system of the current contract remains the property of the municipality. The new service provider's system must be able to interface or read the data of the current system.
- 1.8 The Municipality further requires the service provider to fit municipal vehicles with ANPR systems that are fully integrated with facilities to enquire on outstanding fines, summonses and warrants and production of summonses and copies of warrants at the roadside.
- 1.9 The Municipality further needs portable units capable of remotely connecting to the contravention system and producing copies of warrants of arrest at the roadside.
- 1.10 The contractor will be expected to equip officers with portable hand held devices and associated printers for the issuing of Section 341 notices and Section 56 summonses in the field. When the Municipality obtains their own hand held devices, the contractor is expected to provide the integration necessary to process fines generated by the Municipality's hand held units on the contravention system. The actual numbers of the systems and equipment that may be called for during the term of the contract will be at the discretion of the Municipality.
- 1.11 The contractor will have to prove to the satisfaction of the Municipality that its systems and infrastructure has the capability to process at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare reserve to cope with increased volumes.
- 1.12 At the commencement date of the contract, the un-finalised fines in the Municipality's legacy system will remain the responsibility of the previous contractor. The legacy system and the contravention system will operate in parallel during the time it takes for the legacy system to "run dry" and the contractor will be expected to work in close cooperation with the previous contractor to ensure seamless operation. The contractor will be expected to process all new cases taken from the commencement date of the contract on its contravention system. At the end of the contract period, the contractor will be required to run the contravention system dry for a period of 18 months or until the Municipality decides, in its sole discretion, to terminate the system. During the dry-running period the contractor will continue to perform all the normal functions necessary to finalise legacy cases that remain in the system.
- 1.13 Should the Administrative Adjudication of Road Traffic Offences (AARTO) Act be implemented in the Municipality before or during the period of the tender, the contractor will be expected to process all offences and infringements issued under the AARTO Act in accordance with the AARTO legislation and the AARTO Standard Operating Procedures (SOP's). The contractor will process AARTO infringements as prescribed, which could be either directly on the National Contravention Register (NCR), or via the contractor's own system as a front-end system. In addition, the contractor will be expected to conclude a service level agreement with the South African Post Office (SAPO) and to pay for any printing

and posting of AARTO related documents on behalf of the Municipality. At the same time the contractor must conclude all non-AARTO cases on the contractor's own system. Clause 6 of this tender deal specifically with obligations should the AARTO Act come into effect in the Municipality.

- 1.14 For non-AARTO related fines the Municipality will pay the contractor a monthly service fee as full compensation for all equipment, systems and services delivered in terms of the contract, including any associated costs borne by the contractor. The monthly service fee will be made up of two components, namely a fixed basic fee for all generic deliverables, plus a leasing fee for specified items of equipment provided. The fixed basic fee will be calculated as the tendered amount for each successfully paid fine, i.e. Sect 341, Sect 54, Sect 56, Sect 55 as recorded on the contractor's system during the month regardless of how many charges are included in the fine. The monthly leasing fees will be paid in respect of every item of equipment provided up until the month.
- 1.15 If AARTO is implemented, the Municipality will pay the contractor an all-inclusive fee based on the number of AARTO infringements successfully captured or uploaded into the NCR.

SPECIFICATION(S)

2 GENERAL OBLIGATIONS

The contractor shall:

- 2.1 perform all its duties under the supervision of the Municipality and in strict compliance with any instruction received from the project manager nominated by the Municipality, or any of the subject experts nominated by the project manager to deal with different aspects of the project.
- 2.2 nominate a suitable person based in George to act as “contract manager” with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between the Municipality and the contractor.
- 2.3 replace the “contract manager” upon receipt of a written request from the Municipality in the event that the Municipality is dissatisfied with the conduct and/or performance of the contract manager.
- 2.4 acknowledge that all camera systems, devices, hardware, software, or any other equipment provided to the Municipality in terms of this tender, remains the property of the contractor who will be responsible for all operating costs, maintenance, servicing, repair, insurance, insurance claims and any other matters related to the ownership of such equipment. Should any item become unserviceable for whatever reason, the contractor will provide a replacement.
- 2.5 acknowledge that the Municipality retains ownership of the contents of the contravention system’s database, including all the images and offence details in respect of each offender and make available to the Municipality on request, periodically, or through an interface, any data or images that may be required for any purpose whatsoever and in the format as requested. The contractor will not make use of or allow anyone other than the contractor to make use of the images and data in the contravention system for any purposes other than the normal processing and finalisation of the fines, without the express permission of the Municipality.
- 2.6 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 and amend the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of the Municipality, the only reasonable option is to terminate all or part of the contract, the Municipality may unilaterally do so after giving the contractor one month written notice.
- 2.7 acknowledge that where, in the sole discretion of the Municipality, any of the obligations imposed on the contractor in terms of this tender proves, in practice, to be unnecessary, impractical, or unfeasible, the Municipality may, in writing, absolve the contractor from fulfilling such obligation, or vary the terms of the obligation in so far as it may be necessary.
- 2.8 strive to introduce, with the prior approval of the Municipality and at no additional cost to the Municipality, improvements to the technologies, systems and services provided in terms of this tender which may be to the benefit of the Municipality and/or the contractor.

3 CAMERA SERVICES

3.1 The Municipality requires the contractor to supply, install, commission, maintain, as and when directed by the Municipality:

- 3.1.1 fixed digital camera systems to record speed and/or red light violations.
- 3.1.2 fixed camera sites with its ancillary equipment, including the housings, poles, detection systems, power supply and secondary illumination, at such locations as may be determined from time to time by the Municipality and provided such locations have been authorised for the use of such equipment by the Director of Public Prosecutions. The deployment of cameras and rotation of cameras between locations will be solely as determined by the Municipality.
- 3.1.3 mobile digital camera systems to record speed violations with ancillary equipment which include tripods, flash illumination units, spare batteries, chargers and other accessories and equipment required for successful operation of the cameras.
- 3.1.4 be capable of electronic data for 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. (upload to NAVIC)
- 3.1.5 be capable of detecting vehicles that are unlicensed or un-roadworthy by linking to the NaTIS system in real time when required. (ANPR operations)
- 3.1.6 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. (ANPR operations)
- 3.1.7 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.

3.2. As a minimum, the fixed and mobile camera systems and other enforcement systems supplied in this tender shall be compliant with the following where applicable:

- 3.2.1 SANS 1795, including Part 5 "Data capturing and recording devices for road traffic law enforcement equipment".
- 3.2.2 Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP).
- 3.2.3 Approval of the Director Public Prosecutions: Western Cape.
- 3.2.4 Approval of the Manager: Traffic & Licensing of the Municipality. The Manager: Traffic & Licensing will need to be satisfied that the camera and other enforcement systems provided are the most suitable systems available for the intended purpose.
- 3.2.5 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 of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information (including any amendments during contract period)
- 3.2.6 Provide a full colour image of the offence showing a wide angled context of the offence as well as details of the offending vehicle.
- 3.2.7 Evidence produced shall be tamper detectable and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free.
- 3.2.8 Fixed camera systems shall provide for multiple lane speed and red-light violation enforcement as required.

- 3.2.9 Fixed and mobile camera systems shall provide illuminating white flashes enabling successful night-time operation.
- 3.2.10 Fixed camera systems shall be protected against vandalism as far as practically possible.
- 3.2.11 Fixed camera systems shall preferably be non-invasive on road surfaces and record offenses by means of radar technology.
- 3.2.12 Fixed camera systems shall allow for quick and easy rotation between sites by one person and user-friendly set-up procedures.
- 3.2.13 Fixed camera systems shall incorporate a power source allowing continued camera operation for at least 4 hours during power outages.
- 3.2.14 Mobile camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user-friendly set-up procedures.
- 3.2.15 Mobile camera systems shall have sufficient battery capacity to allow operation during an entire shift without recharging.
- 3.2.16 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 a management information system.

3.3 In respect of all fixed and mobile camera systems and site installations, as well as any fixed and mobile camera systems and installations supplied in terms of this contract, the contractor shall:

- 3.3.1 provide all electrical requirements for the installation and operation of fixed cameras and pay for electricity supply by Municipality or Eskom used by any particular camera when required by the Municipality.
- 3.3.2 ensure that all fixed camera installations are painted with a yellow paint and conform to any installation requirements as specified by the Municipality.
- 3.3.3 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.
- 3.3.4 conduct frequent field surveys, preferably through the use of non-invasive radar technology, and produce statistics on road usage and offence patterns at specific sites, including the 85th percentile, as and when directed by the Municipality in order to assist the Municipality to determine the need for fixed or mobile camera deployment at any site where camera enforcement is applied for.
- 3.3.5 inspect the cameras and ancillary equipment at least once per month with the prior approval of the 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.
- 3.3.6 monitor on a daily basis that each fixed camera system, remains operational by ensuring that images are wirelessly transmitted from each of these systems to a central location where it is displayed and monitored by contractor staff who will immediately initiate repair actions when faults are detected.
- 3.3.7 comply with any requirements from the Municipality in respect of fixed camera installations and supply any additional equipment as may be specified by the Municipality from time to time in order to facilitate inspection and operation of the fixed cameras.

- 3.3.8 maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras.
- 3.3.9 repair any damage to or defect in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera shall be made operational on the relevant site within 24 hours of notification from the Municipality. Replacement cameras must comply with all requirements in terms of this contract.
- 3.3.10 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 the Municipality from time to time and ensure that the calibration certificates are provided to the Municipality.
- 3.3.11 provide camera enforcement/speed warning signs and erect them and maintain them on roadways in strict accordance with the specifications, directions, conditions and timeframes set by the Municipality.
- 3.3.12 provide on-site field support to the Municipality's employees using the mobile cameras wherever they may be deployed, by rendering any technical assistance that may be required and by downloading images and data in the field as necessary, during the hours that the mobile cameras are used.
- 3.3.13 provide training workshops in the use of the cameras and ancillary equipment to the employees of the Municipality as and when required by the Municipality. The contractor 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.
- 3.3.14 take out insurance covering damage or loss for any reason of the contractor's and the Municipality's cameras and ancillary equipment and maintain such insurance for the duration of this agreement.
- 3.3.15 upload all camera images and data and capture any additional particulars as may be required to successfully prosecute the offence.
- 3.3.16 provide systems for officers of the Municipality to adjudicate every image with its associated data and either accept it as prosecutable or reject it as non-prosecutable.
- 3.3.17 ensure that the contravention system, each image adjudicated by an officer, be capable of identifying the officer responsible for the adjudication.
- 3.3.18 ensure that the contravention 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.
- 3.3.19 provide the Municipality with the images and data in a suitable electronic medium to be kept as prime evidence for the prosecution of cases in court as required by applicable legislation.
- 3.3.20 make available the images and data to the Municipality, or any other party as directed by the Municipality, for inclusion in their internet viewing and payment facility or for any other reason whatsoever.
- 3.3.21 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.
- 3.3.22 upload statistics gathered by the cameras after every session and make the statistics available to the Municipality in an acceptable format as and when required, including the number of vehicles checked, the speed of each

vehicle checked, the number of infringements, the highest speeds recorded and, the times and duration of operation.

4 CONTRAVENTION SYSTEM AND SYSTEMS ARCHITECTURE

The contractor shall:

- 4.1 provide and operate a contravention 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). The contravention system should be capable of processing the Traffic and By Law offences in a separate sub-systems, each with its own number range.
- 4.2 provide sufficient hardware in the service centre and Municipal Court in order to meet its obligations in terms of this agreement and to operate the contravention system at optimal efficiency.
- 4.3 at its own cost, establish and maintain data communication links to the Municipality's Wide Area Network in order to allow up to 20 of the Municipality's remote workstations to operate on the contravention system.
- 4.4 ensure that the hardware supplied by the contractor will have sufficient capacity to allow for all the Municipality's remote users connected to the contravention system to work simultaneously and at optimal efficiency.
- 4.5 provide sufficient software licenses to the Municipality in respect of the contractor software for the operation of the Municipality's own work stations linked to the contravention system.
- 4.6 provide an on-going program of training for the client's users of the contravention system to ensure that all users are adequately trained to perform their respective functions on the system.
- 4.7 provide the Municipality with user manuals for the contravention system if and when requested to do so.
- 4.8 provide proof to the satisfaction of the Municipality that the contravention system has the capability 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.
- 4.9 provide proof to the satisfaction of the Municipality that the contravention system is utilised without any major problems in at least one other site in South Africa that is comparable to the Municipality in terms of offence volumes processed and complexity of operations.
- 4.10 provide sufficient technical support and expertise locally in George to ensure that the contravention system continues to perform optimally, that any technical hardware, software or networking problems are resolved immediately and that enhancements to the contravention system that may be required by the Municipality are implemented without delay.
- 4.11 ensure that the contravention system conforms in full with the Municipality's standard systems architecture. The Municipality's architecture document can be referenced for more detail. In particular the document titled "Application Architecture" which prescribes standards for systems to easily integrate with other systems and allow for database portability.
- 4.12 ensure that the contravention system is web based or is developed for a Microsoft front end and Microsoft SQL back end.
- 4.13 ensure that the contravention system is compatible with the Municipality's standard Windows 11 Professional or Enterprise Edition, 64 bit desktop operating system.

- 4.14 acknowledge that if any of the contractor's staff are required to work on Municipality premises, such staff will be treated as Municipality contracting staff who are subject to the Municipality's existing ICT policies and procedures. The contractor must be equipped with workstations that comply with the Municipality's desktop standard and their desktops will be placed and treated as Municipality-managed workstations.
- 4.15 ensure that the contravention system is hosted on Municipality of George application hosting infrastructure in the two Municipality of George's data centres used for the secure hosting of third party systems.
- 4.16 acknowledge that all the data and images on the contravention system belongs to the Municipality and shall not be used by the contractor for any purposes other than those provided for in this tender, or specifically sanctioned by the Municipality.
- 4.17 ensure that all the data and images in the contravention system is hosted on Municipality premises and that no off-site copies of the Municipality data is kept without permission from the Municipality.
- 4.18 make the data and images in the contravention system available to the Municipality in any manner requested by the Municipality for whatever reason. This could be for the purposes of inclusion on the Municipality's own website, or to make it available to external parties.
- 4.19 ensure that the contravention system does not require any administrator and/or special user access rights to operate on the desktop.
- 4.20 ensure that the contravention system does not require the client firewall to be disabled.
- 4.21 ensure that the contravention system interfaces online and in real time with the Municipality's cash receipting system using web service interface to provide for on-line verification and updating of fine payments.
- 4.22 ensure that the contravention system interfaces with hand held devices, ANPR systems, or other equipment and devices that may be acquired by the Municipality outside of this tender for the purpose of issuing of fines, or the identification of vehicles with outstanding fines, warrants of arrest, expired licenses, false number plates, stolen, or any other information for which the vehicles may be sought, by processing fines generated by such equipment and linking to appropriate back-end databases in real time.
- 4.23 on request from the Municipality, work with the Municipality's information technology team to establish an interface between the contravention system and the Municipality's system that will allow specified data that is hosted on the contravention system to be accessed with a view to draw transactional data, management information and statistical data directly via the system.
- 4.24 Tenderers must note the information in the IT Architectural Section below and provide comprehensive information as requested:

IT Architectural Section

The IT Architecture section serves two purposes:

- A. The first is to provide prospective vendors with technical information regarding the Municipality's current IT environment. This subsection also provides the Municipality's compulsory Architectural standards for the proposed solution.
- B. The second subsection allows the vendor to provide the Municipality of George's IT department with appropriate technical information to determine whether a proposed system or application could be hosted internally by the Municipality.

5 SERVICE CENTRE SERVICES (Back Office)

5.1 Establishing a Service Centre:

The contractor shall:

- 5.1.1 establish a service centre at conveniently located premises as agreed by the Municipality.
- 5.1.2 bear all associated costs of the service centre and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials and consumables.
- 5.1.3 ensure that the service centre is operated by the contractor employees during the Municipality's normal office hours, or any other hours as may be agreed between the parties.
- 5.1.4 implement measures to ensure that the service centre operations comply with directives of the Municipality, the Courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures(TCSP).
- 5.1.5 allow the Municipality to inspect the activities of the service centre at any reasonable time to ensure that the contractor is at all times complying with all terms and conditions of this agreement.

5.2. Staffing, sub-contractors and agents:

The contractor shall:

- 5.2.1 appoint such number of contractor employees as required by the contractor in order to fulfil its obligations in terms of the provisions of this agreement.
- 5.2.2 provide adequate management expertise and supervision in the service centre to effectively manage all its functions.
- 5.2.3 ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement.
- 5.2.4 take sole responsibility for any sub-contractors and agents the contractor may appoint to assist in delivering the contractor services and acknowledge that the contractor remains solely responsible for ensuring that the contractor services are rendered in accordance with the terms and conditions of this agreement.
- 5.2.5 under no circumstances deal directly with the public, the courts or the Directorate of Public Prosecutions, except where authorised by the Municipality to do so.

5.3 Functions to be performed by the Service Centre:

The contractor shall:

- 5.3.1 automatically update the contravention system by importing offence records from camera related offences.
- 5.3.2 capture offences generated through the Section 341 notices.
- 5.3.3 automatically update the contravention system by importing offences electronically recorded by officers using hand held units regardless of whether such hand held devices and software are supplied by the Municipality or the contractor.
- 5.3.4 provide suitable document scanning equipment at designated Municipality offices to enable scanning of handwritten fines and other documents for electronic

transmission of the scanned images to the Service Centre 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 contractor and the Municipality. These documents may include representations received, change of offender and correspondence.

- 5.3.5 ensure that scanned images of handwritten fines and any other scanned documents, as well as copies of fines recorded by handheld units, are indexed and appended to the corresponding fine record on the contravention system and that the images of all scanned documents can be accessed from the enquiry facility of the contravention system. Apart from the handwritten fine, the other documents may include representations received, change of offender received, returns of service, warrants of arrest and correspondence pertaining to the fine.
- 5.3.6 Capture the data related to the following within 5 working days of receipt at the Service Centre:
 - 5.3.6.1 Representations received from offenders.
 - 5.3.6.2 Representation results
 - 5.3.6.3 Authorization of Warrant of Arrest
 - 5.3.6.4 Name and address changes
 - 5.3.6.5 Change of offender detail
 - 5.3.6.6 Return of Service of summonses
 - 5.3.6.7 Execution of Warrant of Arrest
 - 5.3.6.8 Court case results
- 5.3.7 establish a facility for the exchange of files between the contravention system and the NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the contravention system accordingly.
- 5.3.8 ensure that the contravention system is capable of processing a change of offender for a case for which a warrant of arrest has already been issued, by producing a summons for the new offender and allowing all subsequent steps following the production of a summons. The system should allow only one such change of offender even if this also results in a warrant of arrest.
- 5.3.9 ensure that the contravention system has a facility for automated change of offender for use by proxies of companies and other fleet owners. This facility should be designed to ease the process of changing the details of the offenders where fines are recorded against the proxy or fleet owner.
- 5.3.10 ensure that the contravention system allows only one change of offender per fine, unless the offender has appeared in court when a second change of offender may be allowed.
- 5.3.11 ensure that the contractor system allows court cases to be set down or remanded to court dates prior to and including the current day. This is to allow for a delay in the capturing of court results and to cater for arrested people to be added to the court roll on the same day as the arrest.
- 5.3.12 generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary:
 - 5.3.12.1 Section 341 notices (camera mailers) within 30 days of offence date.
 - 5.3.12.2 Notification of No Admission of Guilt Offences within 30 days of offence date.
 - 5.3.12.3 Notification of Red-Light Violation offences within 30 days of offence date.
 - 5.3.12.4 Notice Before Summons (2nd notice)
 - 5.3.12.5 Warrant of Arrest notices

- 5.3.12.6 Representation acknowledgement letters
- 5.3.12.7 Representation reply letters including result of representation
- 5.3.12.8 Confirmation of Change of Offender letters
- 5.3.12.9 General letters as per templates specified by the Municipality.
- 5.3.12.10 Any other documentation required for the successful operation of the Service Centre
- 5.3.13 ensure that the layout, design, and content of any documentation produced by the contravention system and sent out to the general public, or the Courts are approved in writing by the Municipality before being printed.
- 5.3.14 include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.
- 5.3.15 generate, print, and process the following Court related documentation per court:
 - 5.3.15.1 Section 54 Summonses with clerk of court watermark stamp
 - 5.3.15.2 Court Rolls with listed control documents and returns of service, as well as pre-prepared warrants of arrest forms.
 - 5.3.15.3 Section 341 Control Register
 - 5.3.15.4 Section 56 Control Register plus control documents from fines recorded by handheld devices.
 - 5.3.15.5 Section 54 Control Register
 - 5.3.15.6 Section 341 Spot Fine Register
 - 5.3.15.7 Pro forma Section 341 spot fines to accompany the Spot Fine Register
 - 5.3.15.8 Admission of Guilt Register with listed control documents and Pro Forma
 - 5.3.15.9 Contempt of Court Payment Register (J114)
 - 5.3.15.10 Warrants of Arrest including "double contempt" warrants of arrest.
 - 5.3.15.11 Warrant of Arrest Register and stickers with warrant of arrest numbers, case numbers and notice numbers (to be attached to the warrant of arrest forms that were pre-authorized by the magistrate on the day of the court sitting)
 - 5.3.15.12 any other Court related documentation that may be required by the Courts or the Municipality.
- 5.3.16 prepare daily 'mail bags' containing all documentation for dispatch to the Municipality's various courts and offices managing the court administration of the respective courts.
- 5.3.17 provide a courier service that will ensure that mail bags, documents and packages are transported, on a fixed daily round, between the contractor's premises, the various courts and the various Municipality offices that manage the administration of the respective courts.
- 5.3.18 provide the Municipality with a facility to draw management information and statistics from the contravention system and/or provide the management information and statistics on request or periodically. The format and frequency of the statistics will be as specified by the Municipality and may include the following:
 - 5.3.18.1 detailed analysis of offences per category (e.g. sections 56, 341, 54, 55, etc) showing the number of offences issued per month, values, actual payments, success rates, withdrawn and number of outstanding offences.
 - 5.3.18.2 Comparison of monthly offence volumes.
 - 5.3.18.3 Numbers and value of payments received by the Municipality and income generated.

- 5.3.18.4 The number and value of fines reduced versus the number and value of fines originally issued.
- 5.3.18.5 Status of all offences at the various processing stages.
- 5.3.18.6 Month by month statistical analysis of offences committed per suburb.
- 5.3.18.7 Representation results showing “proceed”, “withdrawn”, “reduced” separately per court.
- 5.3.18.8 The number and value of cases withdrawn or reduced per authorising official and/or system user in a specified period and giving a breakdown of the reasons for withdrawals.
- 5.3.18.9 Outstanding representation results.
- 5.3.18.10 Officer statistics and productivity.
- 5.3.18.11 Number of summonses served personally and non-personally and not served.
- 5.3.18.12 Detailed analysis and number of officer errors on handwritten notices.
- 5.3.18.13 Offenders or vehicles with the most outstanding fines or warrants of arrest (“Top offender reports”).
- 5.3.18.14 Number of first appearances per court per month.
- 5.3.18.15 Number of cases struck off the roll per court per month and reasons if available.
- 5.3.18.16 Number and value of withdrawals/reductions per court/authorising official/user per month.
- 5.3.18.17 Number of warrants of arrest authorised, printed and delivered per court per month, as well as number of warrants on hand and pending.
- 5.3.18.18 Total revenue accrued per court per month.
- 5.3.18.19 Number of “double contempt” per court per month.
- 5.3.18.20 Number of remanded cases per court per month.
- 5.3.18.21 Daily and monthly reports on all fine payments on the system, detailing the origin of the payment; receipt number, amount, date and time of payment, notice number and other relevant details.
- 5.3.18.22 Any other statistics or reporting that may be required by the Municipality.
- 5.3.19 ensure that general housekeeping procedures are established and performed in respect of the contravention system including, but not limited to the following:
 - 5.3.19.1 Creating a daily backup of all data and images captured on the contravention system to be made available to the Municipality on request.
 - 5.3.19.2 Creating a weekly full system backup and ensure that it is stored at a secure off-site location as agreed by the Municipality and to be made available to the Municipality on request.
 - 5.3.19.3 Performing system administrator duties such as registering users on the system and assigning user rights.
 - 5.3.19.4 Performing regular, scheduled history runs to finalise redundant cases on the system.
 - 5.3.19.5 General housekeeping and maintenance of the system.
- 5.3.20 ensure that the contravention system is fully auditable and able to produce reports and on-screen logs of all activities on the system for each offence. The activity logs should include the time and date of the event, the user who performed the activity, and the nature of the activity. Logged events should include enquiries performed on the system and changes, additions and deletions of any status or data element by any user, systems administrator, or system transaction. These activity logs should also be available per user.
- 5.3.21 ensure that the contravention 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.

- 5.3.22 supply all officer books (Section 341 and 56) for use by the officers of the Municipality at the cost of the contractor.
- 5.3.23 ensure that the layout, design and content of the officer books are approved in writing by the Municipality before any books are printed.
- 5.3.24 ensure that sufficient stocks of officer books are available at all times for distribution to the Municipality's officers.
- 5.3.25 ensure that the contravention system provides for an integrated module for officer book administration, including but not limited to, the allocation of books to individual officers or officer groups, monitoring of notices handed in by individual officers, monitoring the notices captured, alerting of outstanding notices at time of issue of additional books to an officer, reporting on outstanding notices per book and per officer, controlling the number of books in possession of an officer at any one time.
- 5.3.26 ensure that the contravention system caters for the allocation of number ranges to be used when fines are recorded electronically by way of handheld units or the like.

5.4 Summons serving:

The contractor shall:

- 5.4.1 ensure that the contractor system produces a Section 54 summons for every Section 341 notice that becomes eligible for summoning and that was not finalised beforehand by other means.
- 5.4.2 ensure that at least thirty percent of summonses produced by the contravention system are successfully served inside and outside the boundaries of the Municipality in strict compliance with all applicable legislation, judicial guidelines, authorisations and directives from the Municipality. The percentage specified in this clause may be reviewed as necessary and a different percentage may be agreed between the Municipality and the contractor in writing.
- 5.4.3 ensure that summonses are served within 8 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.
- 5.4.4 appoint an adequate number of serving agents inside and outside the boundaries of the Municipality to serve the summonses generated by the contravention system in compliance with clause 5.4.2.
- 5.4.5 ensure that serving agents appointed to serve summonses within the boundaries of the Municipality are duly authorised and approved by the Municipality to do so and that all pre-requisites for such appointments, as specified by the Municipality, are met. These pre-requisites may include the provision of approved training, the possession of recognised certification of training, proof of a clean criminal record, submission of identification, qualifications, curriculum vitae and other documentation or requirements specified by legislation or the Municipality.
- 5.4.6 ensure that serving agents appointed to serve summonses on behalf of the Municipality in areas outside the boundaries of the Municipality are duly authorised by the applicable local authorities to do so.
- 5.4.7 pay the fees of the serving agents for summonses served.

- 5.4.8 ensure that the contravention system is capable of registering all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance.
- 5.4.9 take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorisations and the law.
- 5.4.10 investigate any allegation of fraudulent summons serving fully, provide the Municipality with a comprehensive report on the findings of such an investigation and ensure that, where fraud is proven, the serving agent is dismissed and no longer used to serve summonses on behalf of the Municipality, and that a charge is laid against the person at SAPS.
- 5.4.11 administer all summonses and the allocation thereof to serving agents, provided that the Municipality's duly appointed Clerks of Court will be responsible for authorising all summonses produced by the contravention system.
- 5.4.12 ensure that the summonses produced by the contractor system include a watermark stamp with the name of the court and the date as well as a space where the Clerks of Court can sign.
- 5.4.13 facilitate and support the serving of summonses by the serving agents at roadblocks as and when determined by the Municipality.
- 5.4.14 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.
- 5.4.15 allocate specific summonses to be served by officers of the Municipality as and when requested to do so by the Municipality.

5.5 Offender tracing:

The contractor shall:

- 5.5.1 establish and operate facility within the Service Centre which shall be utilised to perform all or some of the following functions as may be agreed with the Municipality:
 - 5.5.1.1 Trace offenders with inaccurate address details.
 - 5.5.1.2 Update contravention system with change of offender details.
 - 5.5.1.3 Remind offenders of upcoming court dates.
 - 5.5.1.4 Notify offenders of warrants of arrest authorised.
 - 5.5.1.5 Any other activity that may be necessary to assist or trace offenders.
- 5.5.2 ensure that telephone calls to offenders are conducted in accordance with scripts approved by the Municipality.
- 5.5.3 ensure that the Municipality approves the content of any sms's, letters, notices or other communication sent or delivered to offenders or the public.
- 5.5.4 trace offenders who cannot be reached by introducing and utilising 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.
- 5.5.5 send bulk sms's to offenders whose cell phone numbers are available to alert them that fines have been issued, court dates are imminent, warrants of arrest have been authorised, etc, as agreed to by the Municipality.
- 5.5.6 create and maintain an offender database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained.

- 5.5.7 utilise the confirmed particulars in the offender database for the production of notices and summonses as agreed by the Municipality.
- 5.5.8 make the offender database available to the Municipality on request, periodically or through an interface.
- 5.5.9 ensure that the contravention system has the facility to produce reports detailing conflicts between the information captured and the information received from the NaTIS system.
- 5.5.10 ensure that the contravention 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.

5.6 Payment facilities:

The contractor shall:

- 5.6.1 ensure that the contravention system is adapted to interface directly with the Municipality's cash receipting system to allow payment of fines and warrants of arrest, online, real-time, after electronic validation of the fine amount and contempt of court amount on the contravention system and electronic updating of the contravention system with payments so taken.
- 5.6.2 as and when requested by the Municipality, ensure that the contravention system is adapted to interface directly with the systems of any of the 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, online real-time, after validation of the fine payments on the contravention system, electronic updating of the contravention system with fine payments so taken.
- 5.6.3 work with the Municipality to enable the introduction of new methods and innovations in the way that fines can be paid and ensure that the contravention system is adapted to allow fine payments via any new payment channel that the Municipality wants to introduce such as Snapscan, credit/debit cards and the like. The tenderer to provide a development/QA IT environment to facilitate the above.
- 5.6.4 ensure that the contravention system allows the online real-time cancellation of fine payments taken via the Municipality's cash receipting system or any of the Municipality's third party payment agents.
- 5.6.5 provide the Municipality with a daily electronic report giving details of all payments updated in the contravention system. The report should separately list the payments received via each of the Municipality's third party payment agents as well as the Municipality's cash receipting system.
- 5.6.6 if it is discovered that fine payments have been recorded on the contractor system in error (e.g. which occurred due to a technical problem or duplication) resulting in the contractor having received fees to which it is not entitled, the contractor shall immediately notify the Municipality and undertake to forthwith investigate the erroneous payments concerned. If it is established that an error indeed occurred, the contractor shall refund the Municipality with a credit note on the next monthly invoice for contractor fees.
- 5.6.7 ensure that the adaptation of the contravention system as envisaged in this tender 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.
- 5.6.8 provide a website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras. Data and

images must be available on the website as soon as the first notification is sent to the offender.

5.6.9 ensures that the contravention allows the payment of “fresh fines” ie: fines that has not yet been captured into the system.

5.6.10 under no circumstances accept money on behalf of the Municipality except where the contractor is appointed as a payment agent for the Municipality in terms of a separate agreement concluded with the Municipality.

5.7 Warrant of arrest administration and roadblock support

5.7.1 Central Warrant of Arrest Office:

The contractor shall:

5.7.1.1 establish and maintain a Central Warrant of Arrest Office at premises agreed to by the Municipality, where all warrants (not distributed for execution) are managed, administered and stored until finalised.

5.7.1.2 allocate warrants of arrest to officers of the Municipality for execution.

5.7.1.3 ensure proper record keeping and control over movement of 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.

5.7.1.4 ensure that warrants of arrest are properly cancelled upon expiry of their period of validity and marked as cancelled on the contravention system.

5.7.1.5 ensure that the 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.

5.7.1.6 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.

5.7.1.7 ensure that sufficient staff is provided for the work associated with the placing and removing of “administrative marks” on the NaTIS system which prevents individuals with warrants of arrest from transacting with that system.

5.7.1.8 ensure that all warrants of arrest and summons returns of service (successfully served) are scanned within 5 working days of receipt from the court or the summons server respectively.

5.7.1.9 ensure that the database of scanned documents is indexed, maintained and synchronised with the corresponding data on the contravention system at all times and that the images of all scanned documents can be accessed from the enquiry facility of the contravention system.

5.7.2 Roadblock Support Vehicles:

5.7.2.1 The contractor shall equip the roadblock support vehicle with Automatic Number Plate Recognition (ANPR) systems capable of automatically detecting vehicles with outstanding offences, warrants of arrest, false number plates, or any other information for

which the vehicles may be sought and alerting system operators with an audible tone and message alert.

- 5.7.2.2be equipped with facilities for online enquiries on the contravention system and the viewing of camera images at the roadside.
- 5.7.2.3be equipped with facilities for the immediate production and printing of scanned copies of warrants of arrest and summons returns of service at the roadside.
- 5.7.2.4be equipped with facilities for the immediate production and printing of summonses at the roadside to allow serving on previously untraceable persons. The contractor shall provide summons servers and support staff as and when requested for serving of summonses at roadblocks.
- 5.7.2.5be equipped with systems for the transmission of electronic copies of documents and printing at the roadside as necessary.
- 5.7.2.6be equipped with the tools necessary for conducting of efficient roadblocks, including portable computers, printers, scanners, fax facilities, electronic information displays, generators, signs, cones, temporary speed calming equipment, reflective barrier tape and the like.
- 5.7.2.7be driven to and from roadblock sites by contractor staff and be manned by sufficient contractor staff on site to operate the ANPR systems and other systems on board, alert officers to wanted vehicles, make enquiries on the contravention system print and fax copies of documents, and generally support the Municipality's enforcement staff during the full duration of any roadblock.

5.7.3 ANPR vehicle:

5.7.3.1The contractor shall equip the ANPR vehicle retained from previous contractor with associated equipment:

- 5.7.3.1.1 be branded by the contractor according to specifications supplied by the Municipality.
- 5.7.3.1.2 be fitted with an in-car camera surveillance system capable of recording, for evidential purposes, clear video and audio footage of events taking place inside and in front of the vehicle when activated by an officer.
- 5.7.3.1.3 be fitted with on-board ANPR cameras and detection systems which must:
 - 5.7.3.1.3.1 be capable of being operated whilst driving the vehicle.
 - 5.7.3.1.3.2 be capable of scanning passing, parked or approaching vehicles to the left and to the front of the vehicle.
 - 5.7.3.1.3.3 be 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.
 - 5.7.3.1.3.4 be capable of detecting vehicles marked on the NaTIS system as unlicensed or un-

- roadworthy by linking to the NaTIS system in real time.
- 5.7.3.1.3.5 be capable of detecting vehicles marked on SAPS database as stolen or wanted for other reasons by linking to the SAPS database in real time.
- 5.7.3.1.3.6 be 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.
- 5.7.3.1.3.7 be capable of recording a colour overview image of each vehicle read.
- 5.7.3.1.3.8 be 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.
- 5.7.3.1.3.9 be capable of connecting wirelessly to the contravention system for the purpose of making online enquiries on outstanding offences against a vehicle or person.
- 5.7.3.1.4 be equipped with a suitable printer and be 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.
- 5.7.3.1.5 be capable of automatic (via ANPR) as well as manual enquiries via a keyboard for both registration number and ID number.
- 5.7.3.1.6 be capable of producing daily statistics including, vehicles scanned, vehicles positively matched against various databases, action taken by officers.

5.7.4 Portable warrant query and printing units:

5.7.4.1 The contractor shall provide, as and when required by the Municipality, portable units to be used in officers' patrol vehicles for enquiries on the contravention system and production of copies of warrants of arrest at the roadside.

The portable systems shall:

- 5.7.4.1.1 be capable of connecting wirelessly to the contravention system for the purpose of making online enquiries on outstanding offences and warrants of arrest against a vehicle or person.
- 5.7.4.1.2 be fitted with a suitable printer and be capable of immediate displaying and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports.

5.7.4.1.3 not be permanently fitted to officers' patrol vehicles but be capable of easy swapping between vehicles.

5.7.5 Handheld devices and printers

5.7.5.1 The contractor shall provide, as and when required by the Municipality, portable handheld devices and associated printers for the issuing of Section 341 notices and Section 56 summonses in the field. The contractor shall also provide a portable printer for each device that is capable of being carried on an officer's person.

5.7.5.2 The handheld devices shall:

5.7.5.2.1 run software that interfaces fully with the contravention system to produce Section 341 notices and Section 56 summonses containing all the information required by applicable legislation for issuing on the road.

5.7.5.2.2 communicate with the contravention system wirelessly while operated in the field and upload cases to the contravention system for further processing.

5.7.5.2.3 be capable of Wi-Fi as well as LAN communication to ensure fast configuration and uploads when docked in the back office.

5.7.5.2.4 be able to scan both the vehicle license disk as well as driver's license barcodes and populate extracted information automatically on the notice or summons produced.

5.7.5.2.5 be able to take a photo of the offender or offending vehicle and append such photo to the case.

5.7.5.2.6 be able to record the signatures of both the officer and the offender as a JPG image for inclusion on the documents produced and for transmission with the completed offence record when uploading to the contravention system.

5.7.5.2.7 be able to be tracked by the back office using the GPS coordinates of the device and capable of using the GPS coordinates of the device when an offence is recorded and converting it into an offence location for insertion on the notice or summons.

5.7.5.2.8 be able to optionally perform live queries on the NaTIS system and the SAPS wanted vehicle database or the Municipality's database of outstanding warrants of arrest.

5.7.5.2.9 contain a complete set of the following static data components for selection by the officer during capture of the offence:

5.7.5.2.9.1 Notice numbers (obtained in blocks from the contravention system)

5.7.5.2.9.2 Court name (from the contravention system)

5.7.5.2.9.3 Court date (from the contravention system)

5.7.5.2.9.4 Payment due dates

- 5.7.5.2.9.5 Charge description with fine amounts
- 5.7.5.2.10 meet IP64 standards for moisture and dust intrusion.
- 5.7.5.2.11 be designed to withstand 1.5 metre drops to concrete.
- 5.7.5.2.12 have a high resolution, sunlight readable display.
- 5.7.5.2.13 have a touch panel for finger and stylus.
- 5.7.5.2.14 have a minimum six-hour battery life.

5.7.5.3 The portable printers shall:

- 5.7.5.3.1 be small and lightweight for carrying on a belt clip or shoulder strap.
- 5.7.5.3.2 be suitable for its intended purpose and the make and model will be approved by the Municipality.
- 5.7.5.3.3 meet IP 54 standards for moisture and dust intrusion.
- 5.7.5.3.4 be designed to withstand 1.5 metre drops to concrete.
- 5.7.5.3.5 have long lasting battery life for minimum 6-hour operation under normal printing conditions.
- 5.7.5.3.6 be able to print the required notices or summonses on a paper roll of at least 80 millimetres in width.
- 5.7.5.3.7 be able to communicate with the handheld device through wireless LAN or Bluetooth.

6. OBLIGATIONS IN RESPECT OF INFRINGEMENTS ISSUED IN TERMS OF THE AARTO ACT

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

- 6.1.1 In respect of infringements and offences issued in terms of the AARTO Act and Regulations, the Contractor shall:
 - 6.1.1.1 cooperate with the Municipality to implement AARTO and comply with any reasonable instruction received from officials of the Municipality in this regard.
 - 6.1.1.2 establish with the assistance of the Municipality a secure network connection and interfaces to the NaTIS that will allow the contractor to perform AARTO-related transactions on the National Contraventions Register(NCR).
 - 6.1.1.3 devote sufficient staff and resources and establish sufficient technical infrastructure, which will include workstations (personal computers) for the contractor's NaTIS users, network connections to the NaTIS, as well as printing and scanning devices in order to perform its AARTO obligations for the Municipality.
 - 6.1.1.4 ensure that all contractor staff who are utilised for AARTO are adequately trained to perform their functions and that those staff that are using the NaTIS system are, with the assistance of the Municipality, duly registered as NaTIS users with the correct authorisations and system profiles.
 - 6.1.1.5 upload all camera infringements and offences from the contractor's Contravention Management System (CMS) to the NCR. Data capturing of camera cases, verification and adjudication by a peace officer will take

place on the CMS. The adjudicated camera infringement data, associated images and patch plates 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 CMS. The contractor will comply with the uploading procedures as prescribed in the relevant AARTO Standard Operating Procedures (SOP's).

- 6.1.1.6 upload all infringements generated from handheld devices from the contractor's Contravention Management System (CMS) to the NCR.
- 6.1.1.7 provide the Municipality with access to the data uploaded to the NCR on request or periodically.
- 6.1.1.8 upload all AARTO 02 and AARTO 32 notices that may be issued by the Municipality and/or the Provincial Traffic Department onto the NCR in accordance with the relevant SOP's.
- 6.1.1.9 perform the following functions in accordance with the relevant SOP's and under the direction of the Municipality:
 - 6.1.1.9.1 Managing NaTIS/NCR user administration of contractor users.
 - 6.1.1.9.2 Managing infringement notice books bulk orders on the NCR.
 - 6.1.1.9.3 Capturing handwritten infringements (AARTO 01 and AARTO 32).
 - 6.1.1.9.4 Capturing notices of summons to be issued for offences (AARTO 33).
 - 6.1.1.9.5 Capturing unattended vehicle notices (AARTO 31).
 - 6.1.1.9.6 Updating infringements on the NCR.
 - 6.1.1.9.7 Uploading camera infringements on the NCR.
 - 6.1.1.9.8 Uploading and scanning of all AARTO documents.
 - 6.1.1.9.9 Querying infringements.
 - 6.1.1.9.10 Reprinting infringement documents.
 - 6.1.1.9.11 Receiving, recording and processing of AARTO elective options applications. (Excluding over-the-counter transactions which will be done by the Municipality)
 - 6.1.1.9.12 Recording offences and their outcomes on the NCR.
 - 6.1.1.9.13 Any other function that can be performed by the contractor as directed by the Municipality.
- 6.1.1.10 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, if required by the Municipality.
- 6.1.1.11 record unacceptable cheques/RD cheques on the NCR.
- 6.1.1.12 if applicable, manage court cases in accordance with the AARTO SOP's and in consultation with the Municipality:
 - 6.1.1.12.1 Where persons elect to be tried in court.
 - 6.1.1.12.2 Where cases originate from offences.
 - 6.1.1.12.3 Record offences on the NCR
 - 6.1.1.12.4 Allocate courts and court dates.
 - 6.1.1.12.5 Generate and prepare summonses.
 - 6.1.1.12.6 Serve summonses through summons servers authorised by the Municipality.
 - 6.1.1.12.7 Generate and prepare court rolls.
 - 6.1.1.12.8 Update outcomes of court proceedings on NCR.
 - 6.1.1.12.9 Record arrests.
- 6.1.1.13 print AARTO reports, management information and statistics for the Municipality.
- 6.1.1.14 record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP's.

- 6.1.1.15 procure from the Government Printer, or other suppliers where applicable, all AARTO stationery required by the Municipality, including Infringements Notice books, application forms and pre-printed paper.
- 6.1.1.16 keep a sufficient stock of AARTO stationery to fulfil the requirements of the Municipality at all times and make such stationary available to the Municipality as and when requested at no cost to the Municipality.
- 6.1.1.17 enter into a Service Level Agreement (SLA) with the South African Post Office (SAPO) for the printing and mailing of all AARTO 03 Infringement Notices on behalf of the Municipality, as well as any other bulk mailing that is required in terms of AARTO.
- 6.1.1.18 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 legislation and SOP's.
- 6.1.1.19 make payment to SAPO for any printing and posting of infringements, or other documents, on behalf of the Municipality within the prescribed period as per the AARTO SOP's, at no cost to the Municipality.
- 6.1.1.20 send infringement notices to infringers in the manner prescribed or permitted by AARTO legislation and SOP's, (including via electronic means if allowed).
- 6.1.1.21 not accept cash payments, deal directly with the public or perform over the counter AARTO transactions.
- 6.1.1.22 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.
- 6.1.1.23 adapt its AARTO operations to comply with any changes in the AARTO Act and Regulations, or new and amended SOP's that may be introduced, or to comply with any requests from the Municipality in this regard.

7. TRANSITIONAL ISSUES

The contractor shall:

- 7.1 take responsibility for all new fines issued from date of commencement of the contract. Legacy fines issued before the commencement date will remain the responsibility of the previous contractor.
- 7.2 continue to process all fines remaining in the contravention system at the end of the contract period in terms of the provisions of this tender until the Municipality decides, in its sole discretion, to terminate the contravention system as it is no longer practical to pursue the fines remaining in the system, whereafter the contractor will have no further claim to fees from unfinalised fines remaining in the contravention system at that point in time. During this period only the basic fee as per clause 8.1.2 applicable immediately before the contract expired will be payable to the contractor. No leasing fees will be payable. Annual escalation will be applied to the fee as may be specified in the original contract before it expired.
- 7.3 take responsibility for fines generated by the provincial traffic services within the area of jurisdiction of the Municipality.
- 7.4 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.

8 TENDER PRICES, INVOICING AND PAYMENT

8.1 Set fee per paid fine:

The tenderer shall:

- 8.1.1 acknowledge that a “paid fine” is defined as a fine that has been settled through the payment of one fine amount, regardless of how many charges were included when the fine was issued, and when such payment has been recorded on the contravention system.
- 8.1.2 tender a basic fee per paid fine covering all generic obligations in terms of this contract except for the AARTO obligations in terms of clause 6
- 8.1.3 tender a monthly leasing fee for each and every one of the following items provided to the Municipality:
 - 8.1.3.1 Fixed digital camera system as per clause 3.1.1.
 - 8.1.3.2 Fixed camera sites as per clause 3.1.2.
 - 8.1.3.3 Mobile digital camera system as per clause 3.1.3.
 - 8.1.3.4 Roadblock support vehicle as per clause 5.7.2.
 - 8.1.3.5 ANPR vehicle as per clause 5.7.3.
 - 8.1.3.6 Portable warrant query and printing unit as per clause 5.7.4
 - 8.1.3.7 Handheld device as per clause 5.7.5
- 8.1.4 calculate the basic monthly fee payable by the Municipality to the contractor by multiplying the number of fine payments recorded on the contravention system in the preceding calendar month with the basic fee per paid fine and adding value added tax.
- 8.1.5 calculate the monthly leasing fees payable by the Municipality to the contractor as follows: In respect of each item as per clause 8.1.3, multiply the number of items provided to the Municipality up to and including the previous calendar month with the applicable leasing fee for that item. Add together all leasing fees so calculated and add value added tax.
- 8.1.6 submit to the Municipality on or before the 7th day of each calendar month, or make available to the Municipality from the contractor system:
 - 8.1.6.1 a report detailing the fines paid in the preceding calendar month as recorded on the contravention system and detailing the payment channel through which such fines were paid.
 - 8.1.6.2 a report detailing the types and quantities of items provided to the Municipality up to and including the preceding calendar month for which leasing fees are levied in terms of clause 8.1.3.
 - 8.1.6.3 a value added tax invoice detailing the basic fee payable by the Municipality to the contractor, calculated as per clause 8.1.4.
 - 8.1.6.4 a separate value added tax invoice detailing the leasing fees payable by the Municipality to the contractor, calculated as per clause 8.1.5.
- 8.1.7 acknowledge that should the Municipality inform the contractor that a fine payment was recorded on the contractor system in error due to a technical problem, or any other circumstances, and such payment has to be reversed, the contractor will not be entitled to the applicable monthly fee. Should the contractor already have received such a monthly fee the contractor shall upon request refund the Municipality by means of a credit note on the next monthly invoice.

8.2 Set fee per AARTO infringement uploaded or captured:

- 8.2.1 tender a set fee per AARTO infringement successfully captured or uploaded into the NCR covering all the contractor's obligations in terms of clause 6. (AARTO obligations) of this contract. The set fee will be payable for every AARTO infringement with a unique number that is successfully captured or uploaded. 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.
 - 8.2.2 calculate the monthly fee payable by the Municipality to the contractor by multiplying the number infringements successfully uploaded or captured into the NCR in the preceding calendar month with the set fee as per clause 8.2 above.
 - 8.2.3 submit to the Municipality, on or before the 7th day of each calendar month, a value added tax invoice detailing the fees payable by the Municipality to the contractor in terms of clause 8.2.2 above together with proof, acceptable to the Municipality, substantiating the fees claimed.
- 8.3 acknowledge that no additional payments for any reason whatsoever will be paid by the Municipality to the contractor over and above those provided for in clause 8.

MINIMUM SCORE FOR FUNCTIONALITY

Evaluation Process:

Only tenders that contain the minimum requirements specified as per the Municipal Supply Chain Policy will be considered.

Responsive tenders will be evaluated in three stages.

In the first stage the bidders’ ability to deliver and experience will be evaluated. All bidders scoring a total score of less than 70% in the **first stage** will be disqualified. Bidders who passed the first stage of evaluation will undergo a second stage of evaluation.

In the **second stage** the Municipality reserves the right to invite bidders to demonstrate compliance with the functional specification of the tender. Only those tenders that achieve the minimum score of 70% for functionality in the second stage of evaluation will be declared responsive.

Successful tenders will be further evaluated in terms of price and preference points.

First Stage Evaluation: (Stage 1: Pre-Qualification (Deliver & experience criteria))

A description of the evaluation criteria and the applicable points is given in the table below. The total score achieved will be the sum of the scores for the individual criteria. Bidders must provide their responses in Annexure A” under the heading, “Bidder’s responses: First stage evaluation”. and submit acceptable documentary proof in the tender document to substantiate their responses.

NB: All bidders scoring a total score of less than 70%, will be disqualified.

Ability to deliver and experience:

No	Evaluation Criteria	Applicable points	Max Score
1	The Tenderer is to provide a minimum of 3 contactable references for similar work.	Adherence to contract conditions in terms of contravention system & systems architecture; camera systems; service centre services and ANPR systems: Excellent =10 Good =8 Fair =4 Poor =0	10
2	Staffing: Total number of permanent and temporary employees in company.	None or no response = 0 < 100 staff = 2 100 - 200 staff = 5 > 200 staff = 10	10
3	Type of largest current client with similar contract,	None or no response = 0 Provincial Administration = 5	20

	i.e. provision of enforcement equipment and back-office system and services.	Local or District Municipality = 10 Metropolitan Municipality = 20	
4	Equipment owned or leased:	Number of ANPR Vehicles or Roadblock busses: None or no response = 0 < 3 = 2 3 - 5 = 5 > 5 = 10	10
5	Similar implementations in past 5 years	None or no response = 0 One = 2 2 - 5 = 5 > 5 = 10	10
6	Back-office Experience: Provision of back-office contravention system and services	None or no response = 0 < 3 years = 5 3 - 5 years = 10 > 5 years = 20	20
7	Size of largest current contract: Volume of monthly offences issued (S341 and S56)	None or no response = 0 < 30 000 notices = 2 30 000 – 80 000 notices = 5 ≥ 80 000 notices = 10	10
8	Number of fixed and mobile cameras supplied and currently utilized by clients	None or no response = 0 < 50 = 2 50 - 80 = 5 > 80 = 10	10
Total maximum points			100

Bidders who fail to achieve a score of 70% or more in the first stage of evaluation will be eliminated and will not move on to the second stage of evaluation.

REFERENCES

Client references:

Please provide references where your organization has implemented similar contracts to what you are proposing in this tender in organizations of similar size and complexity as the Municipality, i.e. B-Municipalities.

Please complete the information below:

Information to be provided with the tender

References:

The tenderer shall provide details of all current clients to which this bidder is rendering services of a similar nature to this contract. Please insert an additional schedule for every client as necessary.

Name of client organisation	
Name of contact person	
Contact details: Tel no	
Contact details: Email	
Period of contract (Date from and Date to)	
A short description of the scope of the contract, including equipment systems and services provided and quantities of each.	
The average monthly quantities of offence types (e.g. S341 and S56) processed under the contract.	

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the Abuse Policy.

.....
Signature

.....
Date

.....
Print name:

1. Staffing: Total number of permanent and temporary employees in company

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Permanently employed staff: gender and race	Number of staff
Temporary staff to be employed for the project: gender and race	Number of staff

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

2. Type of largest current client with similar contract, i.e. provision of enforcement equipment and back-office system and services.

Size of enterprise and current workload:

What was your turnover in the previous financial year?	
What is the estimated turnover for your current financial year?	

3. List your current contracts and obligations:

Description	Value ®	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this Tender, should the contract be awarded to you? YES / NO

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

4. Equipment owned or number of ANPR Vehicles or leases.

Provide information on equipment and resources that you have available for this project (attach details if the spaces provided are not enough)

Description: Equipment owned and available	Number of units
Description: ANPR Vehicles owned and available	Number of
Description: Equipment lease and available	Number of units
Description: ANPR Vehicles lease and available	Number of units

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

7. Size of largest current contract: Volume of monthly offences issued (S341 and S56)

What is the size of your largest current contract?	
What is the volume of monthly offences issued: S341?	
What is the volume of monthly offences issued: S56?	

8. List your current contracts and obligations:

Description	Value ®	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this Tender, should the contract be awarded to you? YES / NO

Name of Tendering Entity : _____

Signature : _____

Date : _____

9. Number of fixed and mobile cameras supplied and currently utilized by clients.

Description: Fixed cameras owned/lease and available	Number of units
Description: mobile cameras owned/lease and available	Number of
Description: Fixed and Mobile cameras currently utilized by clients	Number of units
Description: ANPR Vehicles lease and available	Number of units

Name of Tendering Entity : _____

Signature : _____

Date : _____

Second Stage Evaluation: (Stage 2: Pre-Qualification (Demonstrate compliance criteria))

The Municipality reserves the right to invite bidders to demonstrate their compliance to the tender specification. Bidders must prove that they have previously provided equipment, systems and services that fully complies with this tender specification. The bidder may be required to give a practical demonstration of the equipment and systems on offer in terms of this tender. The Municipality may also require a physical inspection of the bidder's premises and facilities by delegates from the Municipality's Bid Evaluation Team. It will also involve following up with the bidder's references to confirm the relevance to this tender and the acceptability of the systems and services offered by the bidder to other clients.

Bidders will be scored as follows on all evaluation criteria based on the degree to which the bidder can comply with the tender specification:

Points allocation for second stage evaluation	Points
Non-compliant or unlikely to satisfy tender requirements or objectives.	0
Tender requirements and objectives met partially or with reservations.	1
Tender requirements and objectives met fully.	2

Second stage evaluation criteria and points allocation:

No	Evaluation criteria (tender requirement)	Maximum Points	Weight
1	Camera Services		22
	Supply, install fixed and mobile cameras and accessories	2	
	Repair, maintain cameras	2	
	Calibrate cameras	2	
	Repair, maintain Municipality owned cameras	2	
	Prepare and submit way-leave applications	2	
	Conduct speed surveys	2	
	Install signage	2	
	Provide on-site field technical support	2	
	Train and certify officers	2	
	Data capturing, verification, uploading of images	2	
	Adjudication and viewing facilities	2	
2	Contravention system architecture		8
	Supply contravention system and hardware	2	
	Provide technical hardware/software support	2	
	Compliance with Municipality's Application Architecture requirements	2	
	Online, real-time interfacing with Municipality Cash Receipting system	2	

3	Service Centre Services (Back-office)		32
	Local premises	2	
	Capture handwritten offences	2	
	Change of offender at warrant stage	2	
	Scan and transmit handwritten offences for capturing	2	
	Automated change of offender module for proxies	2	
	Print and send all notices and court documentation	2	
	Allow change of offender at warrant stage	2	
	Produce warrants with court roll for pre- authorisation	2	
	Comprehensive statistics	2	
	Finalise redundant cases	2	
	Supply officer books	2	
	Book administration module	2	
	Summons serving by authorised servers	2	
	Data washing to get better address details	2	
	SMS/email reminders	2	
	Prevent notices for false number plates	2	
4	Payment Facilities		10
	Interface with Cash receipting system and Municipality third party systems for on-line, real-time validation of payments	2	
	On-line, real-time cancellation of payments	2	
	Facility to record fresh fines	2	
	Daily electronic report of payments received	2	
	Website for viewing of offence details	2	
5	Warrant administration and roadblock support		16
	Filing and safekeeping of warrants	2	
	Record keeping of warrant movements	2	
	Admin mark administration	2	
	Scanning of warrants and ROS's	2	
	Roadblock support vehicles with ANPR	2	
	Electronic transmission of documents	2	
	ANPR vehicles	2	
	Hand held devices and printers for issuing fines	2	
6	AARTO		12
	Readiness to process AARTO infringements (No points for no proof of readiness, 6 points for being in process of establishing links with NCR and 12 points for full integration currently.)	12	
Total		100	100

Only those tenders that achieve the minimum score of 70% for functionality in the second stage of evaluation will be declared responsive.

Where the entity tendering is a Joint Venture or Consortium the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture or consortium.

Stage 3: Price, Preference and Specific Goals

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022 , the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and specific goals.

PAST EXPERIENCE

This schedule is compulsory to complete!

Bidders must furnish hereunder details of similar works / services, which they have satisfactorily completed in the past. The information shall include a description of the Works / Services, the Contract value and name of Employer.

Employer	Nature of Work	Value of Work	Duration and Completion Date	Employer Contact Number

Date

Signature of Tenderer

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____ duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the price/s reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 180 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

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

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: _____

Signature: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

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

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

Name: **MR DAWIE ADONIS**

Signature: _____

Capacity: **DIRECTOR: COMMUNITY SERVICES**

Date: _____

For the Employer: **GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

TAX COMPLIANCE INFORMATION

PART A

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 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.		
1.3 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 .		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 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 1.3 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:

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	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 / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	YES / NO
3.8.1	If yes, furnish the following particulars:	
	Name of person / director / trustee / shareholder member:	
	Name of state institution at which you or the person connected to the bidder is employed:	
	Position occupied in the state institution:	
	Any other particulars:	
	

<p>3.9</p> <p>3.9.1</p>	<p>Have you been in the service of the state for the past twelve months?</p> <p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>
<p>3.10</p> <p>3.10.1</p>	<p>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?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars:</p> <p>.....</p>	<p>YES / NO</p>
<p>3.11</p> <p>3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	<p>YES / NO</p>
<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p>	<p>YES / NO</p>

	<p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	<p>YES / NO</p>
<p>3.14</p> <p>3.14.1</p>	<p>Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	<p>YES / NO</p>

4. Full details of directors / trustees / members / shareholders:			
THE FOLLOWING INFORMATION IS <u>COMPULSORY TO COMPLETE</u>:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or any Municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(Delete whichever is not applicable for this tender).

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price;
- (b) BBBEE; and
- (c) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
BBBEE	10
SPECIFIC GOALS	10
Total points for PRICE and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR BBBEE AND SPECIFIC GOALS

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

4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

Bidder MUST submit a valid BBBEE certificate, failure to attach no points will be awarded for BBBEE points.

4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2
Outside the borders of the Western Cape	2	1

Bidder MUST submit proof of address (e.g., municipal account, rental/lease agreement, or affidavit) not older than three (3) months. Failure to attach proof will result in no points awarded for Specific Goals.

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

5. BID DECLARATION

Tenderers who claim points in respect of BBEE must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1

5.1. Contribution to BBEE: =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2

5.2. Contribution to specific Goals: =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name of company/firm.....

5.4. Company registration number:

5.5. TYPE OF COMPANY/ FIRM

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

State Owned Company
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	..... .....

SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
 - 1 **Includes price quotations, advertised competitive bids, limited bids and proposals.**
 - 2 **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER NUMBER: COM020/2023

APPOINTMENT OF AN EXPERIENCE SERVICE PROVIDER WITH A PROVEN TRACK-RECORD FOR THE PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK-OFFICE SYSTEMS AND RELATED SERVICE FROM 01 JULY 2023 UNTIL 30 JUNE 2026

(Bid Number and Description)

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: COM 020/2023 Name of the Bidder: _____
--

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
 (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have 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.

 Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2023

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-Dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendment of contracts
35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions:

1. The following terms shall be interpreted as indicated:

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

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

2. Application:

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider'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 provider 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 or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or 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:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses:
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned

at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing:

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents:

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

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

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

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

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

14. Spare parts:

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

15. Warranty:

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

16. Payment:

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

17. Prices:

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

18. Variation orders:

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver

the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment:

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

20. Subcontracts:

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the Supplier's Performance:

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

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

23. Termination for default:

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded 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 Counter-Vailing duties and rights:
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25. Force Majeure:

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency:
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of disputes:
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
28. Limitation of liability:
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language:
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law:
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices:

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

32. Taxes and duties:

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts:

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

34. Amendment of contracts:

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

35. Prohibition of restrictive practices:

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