

BID DOCUMENT FOR:

**PROCUREMENT OF TRAFFIC MANAGEMENT BACK-OFFICE SYSTEMS FOR A
PERIOD OF THREE (03) YEARS.
BID NUMBER: 023/2024/25**

BIDDER:

BID PRICE:

CLOSING DATE: 20 JANUARY 2025

CLOSING TIME: 12H00

CSD SUPPLIER NUMBER:

PREPARED BY:

SUPPLY CHAIN MANAGEMENT OFFICE
KSD MUNICIPALITY
MUNITATA BUILDING
CORNER SUTHERLAND & OWEN STREET
MTHATHA
5099
Tel: [047] 501 4394
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TABLE OF CONTENTS

Invitation to bid (MBD 1)	3
A. Bid Advert	5
B. Supply Chain Management Policy Prerequisites	7
C. General Conditions of Bid	8
D. Specifications and Evaluation Criteria	20
E. List of Annexure:	
MBD 2 Tax clearance requirements	37
MBD 3.1 Pricing Schedule (Professional Services)	38
MBD 4 Declaration of Interest (In the Service of the State)	43
MBD 5 Declaration for procurement above R10 million (all applicable taxes included)	46
MBD 6.1 Preference points claim form in terms of the preferential Procurement regulations 2022	48
MBD 7.1 Contract Form	52
MBD 8 Declaration of Bidder's Past Supply Chain Management Practices	53
MBD 9 Certificate of Independent Bid Determination	56
ANNEXURE A1: Past Experience	59
A2: Past Experience	60
ANNEXURE B: Company Details	62
ANNEXURE C: Joint Venture Disclosure Form	71
ANNEXURE D: Company Composition	72
ANNEXURE E: Declaration of Interests (Kinship, Relationship With Persons Employed By KING SABATA DALINDYEBO MUNICIPALITY)	72
ANNEXURE F: Declaration (Validity of Information Provided)	73
ANNEXURE G: Bid Check List	74
F. Anti-fraud and corruption hotline development report 2024/25 financial year	75

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	SCM NO: 023/2024/25	CLOSING DATE:	20 JANUARY 2025	CLOSING TIME:	12h00
DESCRIPTION	PROCUREMENT OF TRAFFIC MANAGEMENT BACK-OFFICE SYSTEMS FOR A PERIOD OF THREE (03) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
KSD LOCAL MUNICIPALITY					
MUNITATA BUILDING					
CORNER OWEN AND SUTHERLAND STREET					
MTHATHA					
5099					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	MR P.NGCEBETSHANA	
CONTACT PERSON	Mr. N. Zibi		TELEPHONE NUMBER	082 874 5081	
TELEPHONE NUMBER	047 495 1127		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	ngcebetshanap@ksd.gov.za	
E-MAIL ADDRESS	zibin@ksd.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



BID NOTICE

King Sabata Dalindyebo LM hereby calls upon accredited service providers to bid for the following tender adverts:

No.	Project Name	CIDB Grading	Compulsory Briefing session/ Site Inspection	Bid Number	Closing Date	Enquiries
1.	Procurement of traffic management back-office systems for a period of three (03) years	N/A	N/A	SCM: 023/2024/25	Date: 20/01/2025 Time: 12H00	Technical Enquiries may be directed to: Mr P. Ngcebetshana (Public Safety). Tel: 082 874 5081 Email: ngcebetshanap@ksd.gov.za
2.	Supply, installation and servicing of hygiene equipment for a period of three (03) years, as and when needed.	N/A	N/A	SCM: 030/2024/25	Date: 22/01/2025 Time: 12H00	Technical Enquiries may be directed to: Ms M.Ngceba (Corporate Services). Tel: 078 508 8301/ 060 922 733 Email : ngcebam@ksd.gov.za
3.	Appointment of a service provider for electrical engineering mentor services for a period of three (03) years. (Re-advert)	N/A	N/A	SCM: 026/2023/24	Date: 23/01/2025 Time: 12H00	Technical Enquiries may be directed to: Mr M. Shweni (Technical services). Tel: 076 181 6903 Email: shwenim@ksd.gov.za
4.	Panel of three (03) service providers for supply and delivery of electrical material for a period of three (03) years as and when needed (two additional)	N/A	N/A	SCM: 065/2022/23	Date: 23/01/2025 Time: 12H00	Technical Enquiries may be directed to: Ms A. Vikilahle (BTO). Tel: 047 495 0895 Email: atiniv@ksd.gov.za
5.	Panel of twelve (12) consultants to provide professional engineering services for KSD Municipality for a period of three (03) years on gravel, bridges and surfaced roads with all the associated works	N/A	N/A	SCM: 003/2024/25	Date: 24/01/2025 Time: 12H00	Technical Enquiries may be directed to: Mr A. Ndabeni (PMU). Tel: 047 495 1269 Email: asandan@ksd.gov.za

Place of Tender box: **1st Floor, Munitata Building, Next to Room 147.** All bids must be put in a sealed envelope and clearly marked with SCM Number and Project Name and be placed in a tender box. Tender documents can be downloaded free of charge from the National Treasury's tender portal (<http://www.etenders.gov.za/content/advertised-tenders>) and the King Sabata Dalindyebo website (www.ksd.gov.za) as from the **13th of December 2024.**

NO HARD COPIES OF THE TENDER DOCUMENT ARE AVAILABLE FOR SALE, ONLY THE ELECTRONIC VERSION WHICH IS TO BE DOWNLOADED AS PER THE ABOVE WEBSITES IS TO BE USED.

BIDDERS MUST TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- Failure to submit comprehensive JV agreement (where applicable), failure to do so will result in a tender deemed non-responsive.
- Individual partners of JV are to comply and submit all relevant documents. Failure to do so will result in a tender deemed non-responsive.
- Failure to complete properly and/ or in full tender forms, MBD 1 to MBD 9 and Annexures A to F will result in a tender deemed non-responsive.
- Failure to submit or complete supplementary information will result in the tender being null, void and non-responsive.
- Bidders must submit latest municipal rates statement (not older than three months) showing that municipal rates are not in arrears for periods in excess of three months, bidder who operate on leased properties are to submit a valid lease agreement and lastly bidders residing on areas not subjected to Municipal rates are to submit a confirmation from the Municipality's Finance Department confirming that such a bidder is not liable for municipal rates.
- The Council reserves the right to disqualify any service provider whose members and or shareholders owe municipal rates & taxes.

- g) The KSD Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
- h) All certified copies submitted with a tender document must not be older than six months, failure to do so will result tender deemed non-responsive.
- i) All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive
- j) Use of tipex is prohibited and the bidder will be deemed non-responsive.
- k) Bid document must be filled in black pen and are not to be typed in.
- l) The bidder to submit Audited financial statements for the past three financial years for any offer amounting to or exceeding R10 million inclusive of VAT.
- m) Bidders must sign MBD 5 for any offer amounting or exceeding R10 million.
- n) Bids submitted will hold good for a period of 90 days.
- o) **Further mandatory bid condition for the bid on the table below is local production and content:**

Project name	SCM No.	Threshold %
Electricity cables	065/2022/23	90%

- p) Locally Manufactured Product will be considered with a prescribed minimum threshold for local production and content
- q) If Raw material or input material is not available in the country bidders must obtain a written authorisation from DTI to import such raw material.
- r) A Copy of a written Declaration on Local Content and letter must be submitted together with the bid at the closing time and date of bid, failing to do will invalidate your bid
- s) Failure to complete annexure C and MBD 6.2 will lead to disqualification
- t) Failure to be registered on Central Supplier Database registration will result in a tender being disqualified.
- u) Bids that are late, incomplete, unsigned, or submitted by fax, mail or electronically including copy of a tender document, will not be accepted.
- v) All bids must be put in a sealed envelope and clearly marked with SCM Number and Project Name and be placed in a tender box; failure to do so the document will not be considered.
- w) In terms of the Preferential Procurement Policy Framework ACT 2022 (PPPFA) Points will be evaluated based on the following criteria.
- x) Stage 1 Compliance.
- y) Stage 2 Functionality (with a minimum threshold of 70 points out of 100 points to be attained by bidder in order to be evaluated further on the next stage).
- z) Stage 3 Price and Specific goals (whose 80 points will be for price and 20 points for specific goals).
- aa) All queries must be in a form of email, and there will be no queries that will be entertained 5 days before the closing date.

The tender will be evaluated and adjudicated on the basis of the Preferential Procurement Policy Framework Act, and the regulations pertaining thereto (2022 Regulations), as well as the King Sabata Dalindyebo Municipality's Supply Chain Management policy. The 80/20 preference point system will be used as per the KSDLM SCM policy. **SCM related enquiries may be directed to the SCM Unit at zibin@ksd.gov.za / 047 495 1127.**

N. Pakade (Mr)
Municipal Manager

B. SUPPLY CHAIN MANAGEMENT POLICY PREREQUISITES

The King Sabata Dalindyebo Municipality has identified a general set of prerequisites for procurement. Bids will not be considered should the prerequisites not be met.

1.1 GENERAL PREREQUISITES

Introduction

This Section covers a general set of prerequisites that have been identified for supply chain management by the King Sabata Dalindyebo Municipality. All Bidders must submit the information requested below. Pro-forma data sheets can be found in the Annexure. Bidders will not be considered should the prerequisites not be met.

Criteria

- a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders and the company composition form must be completed. See **Annexure "D"**.
- b) The Declaration of Interest form must be completed.
- c) The bid document must be completed in all respects in black ink.
- d) Bids must be submitted on original bid documents.
- e) Bid documents must remain intact and no portion may be detached.

Joint Ventures

- f) A joint venture that is awarded a contract with King Sabata Dalindyebo Municipality must be registered as a separate company with the Registrar of Businesses.
- g) The joint venture must be registered with South African Revenue Services.
- h) A separate bank account must be in place for the joint venture.
- i) A joint venture must submit a joint venture B-BBEE Verification Certificate (if accredited)

Clauses (g) and (h) will only be applicable after the awarding of the contract to the successful bidder.

C. GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the King Sabata Dalindyebo Municipality.

2. EXTENT OF BID

PROCUREMENT OF TRAFFIC MANAGEMENT BACK-OFFICE SYSTEMS FOR A PERIOD OF THREE (03) YEARS.

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the Bid document.

8.1 PENALTY PROVISION

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfil the contract; or
- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favourable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

10. PRICE ESCALATION

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

11. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

12. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed within 90 days from the closing date and will be required to begin work on the assignment immediately upon appointment.
The project duration is three (03) years.

13. DELIVERY PERIODS

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Municipality. The contract form, frequency and dates thereof will be stipulated and agreed upon by the parties upon the awarding of the Bid.

14. CLOSING DATE / SUBMITTING OF BIDS

Completed bid documents are to be placed in a sealed envelope endorsed “**SCM NO: 023/2024/25, PROCUREMENT OF TRAFFIC MANAGEMENT BACK-OFFICE SYSTEMS FOR A PERIOD OF THREE (03) YEARS.**”

Must be deposited in the Bid Box, at the offices of the King Sabata Dalindyebo Municipality, Munitata Building Corner Sutherland & Owen Street, Mthatha 5099, not later than **12h00 on MONDAY, 20 JANUARY 2025**, at which time the bids will be opened in public.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bids will not be considered.

16. BID AND PROJECT ENQUIRIES

Please refer all SCM enquiries to **Mr. N. Zibi via e-mail on zibin@ksd.gov.za**. All Project enquiries to **Mr N Ngcebetshana via e-mail on ngcebetshanap@ksd.gov.za**

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the provider, 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 provider 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 the 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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“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 ancillaries 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 provider covered under the contract.
- 1.25 **“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 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 in the institution’s 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 provider 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 as far as may be necessary for purposes of such performance.
- 5.2 The provider 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 provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider 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 goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership or 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 success 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 provider'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 provider'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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor

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 clause 8.2 & 8.3 show the supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies 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 supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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 provider 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 provider 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 provider of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the provider'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 provider 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 provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, 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 provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider 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 provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
16. **Payment**
- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
17. **Prices**
- 17.1 Prices charged by the provider 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. **Increase/decrease of quantities**
- 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 revised 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. **Contract amendments**
- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. **Assignment**
- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. **Subcontracts**
- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
22. **Delays in the provider's performance**
- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his

discretion extend the provider'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.

- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 provider'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 provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination for Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-Vailing Duties and Rights

- 25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination for Insolvency

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

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider 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.

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

28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

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

- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and

- (b) the aggregate liability of the provider 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.

30. Governing Language

- 30.1 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.

31. Applicable Law

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

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

33. Taxes and Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 33.3 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.

34. Transfer of Contracts

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

35. Amendment of Contracts

- 35.1 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.

D. SPECIFICATION & EVALUATION CRITERIA

BACKGROUND INFORMATION

Section 152 of the Constitution of the Republic of South Africa, 1996 stipulates two key objects of local government which are as follows:

- To ensure the provision of services to communities in a sustainable manner.
- To promote a safe and healthy environment.

This constitutional mandate directs municipalities to devise mechanism within its legislative framework to guarantee these objects. Municipal traffic officers are required to take law enforcement actions against those people who violate National Road Traffic Act, No 93 of 1996 and its regulations. This is done by issuing traffic fines in terms of section 56 and 341 notices of the Criminal Procedure Act, No 51 of 1977. Once these traffic fines are issued, a clear process of their management becomes critical.

Traffic management system is essential for KSD Local Municipality because of its persistent increasing traffic volumes and pedestrians using our space. Traditional methods on information capturing are no longer relevant.

The image of municipality has been tarnished by prevalence of criminal activities and that has impelled the municipality to do away with old fashioned procedures and consider technological advancement such as installation of cameras, installation of automatic number plate recognition and implementation of latest speed enforcement devices.

The contract of the service provider that provided Back office and traffic management expired on the 30 June 2024.

OBJECTIVES AND OUTPUTS

- Reduction of accidents.
- Maintain law and order.
- To manage traffic flow, particularly in a case of motorists/ drivers who do not adhere to road by-laws/ rules.
- Average speed enforcement
- To have a system that will keep record of fines.
- The service provider must facilitate processes of compliance in relation to the enforcement of Average Speed, such as writing correspondence on behalf of Municipality to National Prosecuting Authority.

DELIVERABLES

- 1.1.** The provision, implementation, maintenance, repair and calibrate complete Back- Office Administration Service (SABS) for the management of traffic fines.
- 1.2.** Supply, install, implement, maintenance, monitor four (4) Average Speed Distance Cameras in four fixed sites as determined by the municipality.
- 1.3.** Supply, install one steel pole which is customised to fit Average Speed camera near Garden Court, Mthatha.
- 1.4.** Supply, install, management, and maintenance of ANPR (Automatic Number Plate Recognition system) a system designed to identify offenders who have outstanding traffic fines, warrants of arrest, a system to identify stolen motor vehicles.
- 1.5.** Supply, install, implement, monitor mobile Red-light Robot cameras on intersections determined by the municipality.

- 1.6.** Supply, deliver, maintenance, repair, calibrate two (2) digital speed cameras.
- 1.7.** Supply, deliver, maintenance, repair, calibrate twenty (20) Handheld devices for the issuance of section 341 & 56 notice and section 54 summonses.
- 1.8.** Training/skills transfer and support for all systems in bid must form part of the proposal.
- 1.9.** The service provider must provide their own hardware, software, materials and management expertise required to perform an effective support to the ANPR system and management of warrants of arrests.
- 1.10.** The service provider must be able to capture and process all outstanding warrants of arrests that were issued but not processed.
- 1.11.** Conversion of section 341 notices into section 54 summonses.

TIME FRAME

The duration of the contract is three (3) years.

SPECIAL CONDITIONS

- 1.12.** Proposals must comply with the updated Guidelines Technical Committee for Standards and Procedures (TCSP) for Traffic Law Enforcement for private sector involvement in providing administrative and logistical support to Traffic Authorities.
- 1.13.** The bidder must comply with KSD Municipal bylaws.
- 1.14.** The bidder must note that his/her financial remuneration due to him/her during project execution will be based on negotiated percentage according to what has been collected. (Commission-based).
- 1.15.** All the equipment supplied and installed by the service provider including data / information collected during this contract remains the property of KSD Municipality.
- 1.16.** Support and maintenance (fault logging, system monitoring, daily and weekly backups)
- 1.17.** Bidders shall be evaluated on the following functionalities which are compulsory:
 - 1.17.1.** Do presentations on their products.
 - 1.17.2.** Extract different reports. Real time extract of these report shall be done from their contravention systems where they have current Service Level Agreements and as requested by the Client. This shall be done by means of wireless connection to such contravention system.
 - 1.17.3.** Demonstrate at least the functionality of the mobile cameras to be used to allow the Client to evaluate the quality of images and video clips. This shall be done practically on the roadside.
 - 1.17.4.** A demonstration shall be done how outstanding warrants and outstanding traffic fines, unlicensed vehicles, unlicensed drivers and stolen vehicles are traced.

- 1.17.5.** Connectivity to eNaTIS must be demonstrated. The system must interface with Client's existing Roadblock bus and with SAPS stolen vehicle database on a live basis which must be demonstrated.
- 1.17.6.** Bidders shall also be evaluated on the same services rendered to other authorities, and for this reason references shall be provided to the client by including it in the tender document. (3 or more successful projects within the past 10 years).
- 1.17.7.** Questions will be asked to Bidders about their products offered and functionality in general.
- 1.17.8.** The functionality of the handheld scanners shall be evaluated on the roadside to check for matters referred to point 1.2.4.
- 1.17.9.** The equipped roadblock bus shall be able to print section 54 summonses on the roadside.
- 1.17.10.** The service provider must always observe and comply with the Protection of Personal Information Act.
- 1.17.11.** Bidders shall indicate in the tender document whether their contravention system generates its own electronic camera mailers, second notices, representation letters, warrant letters and receipts. If not indicated, the tender will be regarded as non-responsive.
- 1.18.** Bidders shall in the tender document provide the Client with references where the same services are done or have been done. These references shall include the following:
- The Authority's name(s).
 - Duration of the contract.
 - Full details of the contact person(s).
- 1.19.** Conditions applicable to the promotion of municipal local and socio-economic development:
- 1.19.1.** The Service Provider will provide its own competent Manager for the Backoffice and the balance of the Service Provider's budget for salaries of employees will be executed by semi-skilled and skilled employees who are (as far as possible and if available in the area) residing within KSD Local Municipality. The Service Provider must provide evidence of the identity and addresses of these employees within 30 days after award of the contract. At least 70% (competent Manager for High performance excluded) of the personnel appointed must reside around the municipality. If this condition cannot be adhered to, the Service Provider must obtain prior approval from the municipality.
- 1.19.2.** Office equipment and stationery for the project, maintenance/ services must be sourced from the local supplies.
- 1.19.3.** The approach that will be taken to ensure the finalization of the backlog of outstanding offences in line with current National Director of Public Prosecution (NDPP) guidelines.

2. CRITERIA FOR EVALUATION OF PROPOSALS

PRE-QUALIFICATION REQUIREMENTS

NO.	CRITERIA	WEIGHTING
1.	Experience	40
	Similar projects in installation and management of Traffic management System, back-office and installation of cameras that was successfully conducted (10 points per project with a maximum of 4 projects) appointment and reference letters to be provided to claim full points. (A full set of appointment letters and reference letters for each project is required to claim points and no partial award of points will be allocated for partial submissions)	40
2.	Expertise	40
	The supplier must attach and submit minimum tertiary qualification: Business Management Diploma / equivalent = 10 points Traffic Management Diploma / equivalent = 10 points TRAFFIC MANAGEMENT SOFTWARE ENGINEER – PROJECT MANAGER: Recognized relevant NQF Level 6 Qualification = 20 points (Attach CVs and certified certificates to claim points)	40
3.	Methodology	20
	The service provider must give a detailed implementation plan with clear time frames associated with costs of their approach in addressing the following specific areas : - Trace system to be utilized to ensure efficient and effective assistance and support In order to trace offenders with regards to unsettled contraventions prior to court date. - Training/skills transfer and support with the Automatic Number Plate Recognition (ANPR) system should also form part of the proposal.	7 points 7 points 6 points
GRAND TOTAL		100

Bidders should take note of the above Pre-qualification criteria.

[a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.

[i] **Experience** - The experience annexure must be completed. Only list projects of a similar nature undertaken

[ii] **Expertise** – The qualifications and capacity of the company/team to undertake the work must be provided for evaluation purposes.

- [iii] **Methodology** – The bidder must clearly demonstrate how the contract will be managed, detailing a work plan with time frames, and clearly explaining how the works will be implemented.

- [b] Bids that do not meet a minimum of **70** out of **100 points** in total for the criteria listed above will not be considered further.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women		10		
Youth		10		
Price		80		

N/B Points be awarded to a bidder upon submitting proof of attainment of specific goals.

- 1. Full CSD Report**
- 2. Annexure D (Company Information)**

3. TECHNICAL SPECIFIC REQUIREMENTS

SCOPE OF WORK

- 3.1.** The Services Provider shall be responsible for the payment of the monthly/ yearly service licence fee.
- 3.2.** The Service Provider shall be responsible for the maintenance of the communication line of the remote computer contravention system at the Magistrate Court.
- 3.3.** The Service Provider shall be responsible for daily and monthly back-ups. These back-ups shall be kept away from the premises where data is captured.
- 3.4.** The Service Provider shall establish a website to enable offenders to use the website for possible outstanding traffic fines against them and such website must make provision for photo viewing of a speeding offense. The website shall also provide for the methods of payment fines.
- 3.5.** The service provider must within thirty (30) days (sooner if possible) after the signing of the SLA, be operational by providing the necessary infrastructure, the set-up of Back-office for Traffic Contravention System, installing infrastructure for storage and supply mobile red-light robot cameras, installation of average distance cameras including the training of traffic officers as operators, Manager and back-office personnel and verification and adjudication procedures for such speed cameras.
- 3.6.** Handheld Scanners for the issuing of section 341 and 56 notices shall be operational within 30 days of the signing of the Service Level Agreement.
- 3.7.** The Service Provider shall be responsible for the updating of bank statements.
- 3.8.** The Service Provider shall at its cost supply the Client with at least two (2) or more digital speed cameras to be used at the fixed sites approved by the DPP for speed law enforcement which shall be rotated between fixed sites to be erected by the Service Provider as determined by the Client.
- 3.9.** The Service Provider shall at its cost supply the Client with four (4) Average Speed Distance Cameras at fixed sites to be determined by the Client. The cameras must be installed at the Clients three (3) existing infrastructure (poles). The Service Provider must also supply and install one pole opposite Mthatha Garden Court wherein the fourth camera will be installed.
- 3.10.** The Service Provider shall arrange for third payment points and administer it as such. Payments of fines shall be of such a nature that the contravention system be automatically updated when third party pay points are used. The Municipality shall be able to access the system for verification of payment of traffic fines.
- 3.11.** This equipment must be approved by the South African National Standards (SANS) and camera operations shall comply with the Technical Committee for the Standards and Procedures for Traffic Law Enforcement Equipment (latest TCSP Guidelines).
- 3.12.** All cameras mentioned in this tender shall be used for day and night time law enforcement. All cameras supplied for this tender shall be new cameras and the Service Provider shall provide Municipality with written proof of date of manufacturing of these cameras.
- 3.13.** The Service Provider shall at its own costs be responsible for the prompt maintenance, repair and calibration of all equipment and proper record keeping of calibration of cameras.
- 3.14.** The service provider shall at its own costs train all traffic officers as operators to operate the equipment. Operator certificates shall be issued to successful traffic officers.
- 3.15.** The Service Provider shall offer refresher training to traffic officers, when necessary.

- 3.16.** The Service Provider shall supply KSD Local Municipality with the latest technological equipment and update it from time to time as advancement are made.
- 3.17.** The Service Provider shall erect fixed sites as determined by the Client at its own cost, and in consultation with all relevant authorities to ensure that such erection is following relevant legislation, as well as due consideration of the municipality's procedures regulating construction or maintenance on roads or other services. (The service provider shall be responsible for any damages sustained to Municipal or private property during such installation).
- 3.18.** The Service Provider shall also apply for way leave approval, if needed.
- 3.19.** The Service Provider shall furthermore at its on cost do necessary vehicle count at locations as identified by the Client for whom no approval from the Director of Public Prosecutions has been obtained, as and when requested by the Client.
- 3.20.** The Service Provider shall at its own cost appoint a Professional Land Surveyor to do the distance marker checks (scope alignment) in terms of the TCSP guidelines and issuing of the relevant certificates.
- 3.21.** The Service Provider shall be responsible for the printing and serving of Section 54 summonses with due consideration of the relevant legislation which regulates these functions, and in conjunction and in consultation with the Client. It is the responsibility of the service provider to ensure that it meets the National Prosecuting Authority's requirements regarding serving of summonses. A section 54 summons shall be served with 18 months after the date of offense. The Service Provider shall clearly indicate in the Tender document how these documents will be served.
- 3.22.** The Service Provider shall guarantee at least ONE (1) Automatic Numberplate Recognition System for comprehensive policing to be available when required by the Client for Roadblocks.
- 3.23.** The ANPR shall be fitted in a vehicle equipped with siren, two-way communication system, blue light. The system shall include all other relevant equipment for the execution of warrants of arrest (including but not limited to laptops, inverters, ANPR, printers, wireless connectivity, etc.) Connectivity to eNaTIS must be demonstrated and the system must interface with SAPS stolen database on a live basis.
- 3.24.** The Service Provider shall be entitled to the same monthly fee as stipulated in the Agreement during the phasing-out period if income is generated on camera fines issued during the period of this Agreement for which the income to the Municipality exceeds the monthly service fee up to a maximum of six (6) months after the agreement has lapsed.
- 3.25.** The Service Provider shall keep the ANPR equipment after the phasing-out period has lapsed.
- 3.26. SPECIFICATION FOR ANPR (AUTOMATIC NUMBERPLATE RECOGNITION):**
 - 3.26.1.** PC to be installed in the vehicle with relevant software to perform ANPR function.
 - 3.26.2.** Two ANPR cameras touch screen monitor.
 - 3.26.3.** Printer.
 - 3.26.4.** 3G modem with router or better.
 - 3.26.5.** ANPR cameras must read the numberplate of vehicles with outstanding fines, fines in summons stage and fines for which warrants are issued (warrants of arrest).
 - 3.26.6.** Information to be sent to PC. The ANPR and the whole system must communicate to the live contravention system via 3G modem to get information regarding fines issued against a vehicle.

- 3.26.7.** The system must also make provision to interface with any other contravention system.
- 3.26.8.** The system must also be able to identify unlicensed drivers, expired vehicle licenses, stolen vehicles and un-roadworthy vehicles via eNaTIS and SAPS Unicode.
- 3.26.9.** An alarm must be activated the camera(s) identify a vehicle with outstanding fines, warrants, when a vehicle is stolen, when a vehicle license has expired and when a vehicle is un-roadworthy.
- 3.26.10.** The details (HIT) as identified by the camera(s) must be displayed on PC.
- 3.26.11.** The system must be able to print the detail that comes through on a "HIT" from the camera(s).
- 3.26.12.** The system must also allow manual checks on identity numbers of people.
- 3.26.13.** Roving vehicles must be fitted with:
- Automatic Number Plate Recognition cameras and recognition engine specifications.
 - Ability to read passing, parked and approaching vehicles on the right-hand side.
 - Ability to read passing, parked and approaching vehicles on the left-hand side.
 - Read rate and accuracy of more than 95% in all lighting conditions of legitimate licence plates.
 - Vehicles must be fitted with a camera in car as a surveillance system attached to a DVR for evidential purposes.
 - Patrol vehicles which are equipped with the ANPR system/devices, must have an alternative power supply to ensure that the system is fully operational in the event the vehicles primary power source is lost. Such power supply should have a minimum of 3 hours uptime to maintain the system.
- 3.27.** The service provider shall supply twenty (20) Handheld Scanners which must interface with eNaTIS to check for unlicensed motor vehicles, unlicensed drivers, outstanding warrants, stolen vehicles etc. Real-time live eNaTIS connection is essential. The Service Provider will be responsible for providing access or connectivity to eNaTIS. The Prospective bidders must be able to demonstrate that they have live real-time access to eNaTIS. Failure to demonstrate will render the bid as being non-response.
- 3.28. The Service Provider must provide the Client with an Android ANPR Cell phone App, which must have the following capabilities:**
- 3.28.1.** Process up to 40 frames per second from a phone camera with a range of up to 30 metres.
- 3.28.2.** Configurable notifications based on listed vehicles that are sighted.
- 3.28.3.** Using custom machine learning models to achieve incredible performance from even low-end devices.
- 3.28.4.** Low cost ANPR solution using hardware- turn your Android device into AI-powered ANPR camera.
- 3.28.5.** All computation performed on-device, no uploading of photos and waiting of results.
- 3.28.6.** Capable of offline usage if out of data signal range.
- 3.28.7.** Cloud-enabled with user productivity and management features.
- 3.28.8.** App must be able to work offline, in areas without cell phone reception, checking against the cache of licence plate stored on the device, and refresh data once back online. It can also be configured to operate in a fully offline mode.
- 3.28.9.** The Service Provider must be able to notify Offenders of their notices via WhatsApp with the following features:

- WhatsApp notices to be sent as First Notices where contactable data has been obtained.
- Notification must have links to show fine images
- Notifications must have links to online payment portal
- Offenders must be able to have a choice to opt out and of receiving WhatsApp notifications. In such cases, the normal printing and posting of first notices must still be done within the 30-day prescribed period.
- WhatsApp notifications must have BOT capabilities to tend to FAQs (frequency asked questions)
- Any other information required by the municipality

3.29. Interested bidders must take cognizance of:

- The potential impact of the implementation of the AARTO Act by the National Department of Transport (NDOT)
- The services and systems shall be provided via a performance based all-inclusive service contract. The contract will be for a turn-key solution providing for end-to-end functionality with full operations support for all non-enforcement activities.

3.30. Payment facilities

- 3.30.1.** Ensure that the ANPR system has an integrated cashier facility which enables the Department's cashiers to reconcile payments, based on Spot Fines, admission of Guilt Fines and Contempt of Court Fines, on-line at remote workstations.
- 3.30.2.** Ensure that ANPR system provides for the following in respect of cashier transactions:
- 3.30.3.** System printed receipts.
- 3.30.4.** Show balance of outstanding fine amounts on receipts.
- 3.30.5.** Receipt re-prints by authorized supervisor/s.
- 3.30.6.** Cancellation of payments transactions on by authorized supervisor/s.
- 3.30.7.** Daily cashing-up reports showing the daily transactions for the cashier and giving the amounts taken by the payment type (cash, credit cards, bank guaranteed cheques and debit cards).
- 3.30.8.** Reports showing payments transactions cancelled by supervisor/s.
- 3.30.9.** Audit trails and reports as necessary for auditing purposes.
- 3.30.10.** Enable the taking of fine payments via the Department's cash receipting system and via other service providers with whom the Departments has existing agreements with.
- 3.30.11.** Import a daily consolidated data file received from the Departments of all categories of traffic fine payments to record on the ANPR system payments envisaged.
- 3.30.12.** Ensure that the ANPR system is adapted to interface directly with the Departments cash receipting system, or the systems of any of the province's third-party payment agents to allow on-line, real-time validation and updating of the fine payments via these systems as well as on-line, real-time enquiries on outstanding fines.

3.31. AVERAGE SPEED OVER DISTANCE CAMERAS

3.31.1. Technical Requirements

- The system must utilize high speed ANPR cameras able to accurately read vehicle number plates at over 180 km/h during daytime as well as night-time.
- The system must be able to cover multiple lanes and automatically manage vehicles that change lanes within a certified link. Should the system be extended, an additional section will be certified, and it will be configured as a separate system. The cameras at the convergence of the two links will provide the end-of-journey information to the first section and the start-of-journey information to the second. They will however be managed as two separate systems and operate independently of each other.
- Every vehicle registration read must query eNaTIS in real time to determine vehicle class to allow for speed prosecution based on vehicle class.
- The vehicle records deemed to be over the speed limit based on vehicle class must be packaged as a single violation record and then sent to the CMS for Verification and Adjudication.
- Every image must be encrypted with the location, date and time visible on the image.
- The Camera Notices generated for these offences must display both images (point A and point B), clearly showing the elapsed time travelled between point A and point B as well as the distance between these two points.
- All distances between two camera points for an Average Speed Over Distance camera will be measured and certified by a qualified land surveyor and shall be the responsibility of the service provider.
- All civil engineering, gantries, roadside equipment, monthly data costs and way leave application work will be done by the contractor and all costs for these will be paid by the contractor.
- The system must be able to fully integrate with high-speed weigh in motion systems if requested.
- A proven track record of successful installations of this nature must be shown by the bidder.
- The Average Speed over distance Cameras must be NRCS approved and proof of this must be provided -Required and certificates and provided to the cost-of-service provider.
- Show operational and working Average Speed over Distance Sites Operational for more than 12 months.
- The Service Provider must write to the National Director of Public Prosecutions to get approval before implementation of Average Speed Over Distance Cameras.

3.32. TECHNICAL SPECIFICATION

MOBILE CAMERAS (Red-light Robot Camera)

- 3.32.1.** Radar Camera with auto focus to be recommended as best for the local circumstances in the Bidders in presentation.
- 3.32.2.** Built-in battery which is rechargeable.
- 3.32.3.** Operate at least eight hours without external power supply.
- 3.32.4.** Must be able to be operated during day and night-time.
- 3.32.5.** Downloading of images by means of SD card (storage -32 GB) or flash drive with the same storage capacity as SD card.
- 3.32.6.** Cameras must always provide clear images and must be in colour. No infra-red flash units will be allowed.
- 3.32.7.** The mobile cameras must be able to capture offending vehicles from front as well as from the rear.

- 3.32.8. The offenses must be able to link with the Back-office/contravention system or any other reliable, effective and user- friendly contravention systems.
- 3.32.9. The offenses for all cameras must be stored on compact discs.
- 3.32.10. All cameras must make provision for the downloading of images and relevant data to the Back-office/ contravention system.
- 3.32.11. The Service Provider shall always provide an expert to testify in court when needed about technical issues with regards to the technical operation of the cameras.
- 3.32.12. The camera equipment shall be compliant with SANS 1795 (as amended).
- 3.32.13. The images of the vehicles that contravened shall be printed on the first notices.
- 3.32.14. The camera equipment must be to capture offenses on multi lanes. The lane number in which the offense has occurred shall be printed on each image.
- 3.32.15. The camera equipment shall provide a database of stored images for evidentiary purposes.
- 3.32.16. The system and stored evidence shall be tampered detectable.
- 3.32.17. The camera system shall be user friendly and be able to be operated with minimum user input.
- 3.32.18. The Service Provider shall appoint a Technician in KSD Local Municipality to maintain the cameras and to deal with training.
- 3.32.19. The Service Provider shall supply the client with evidence of each offense in full compliance with the TCSP Guidelines in digital form with all the required infringement information for the entire period of the agreement.
- 3.32.20. **The Service Provider must provide sufficient insurance cover against vandalism, damage or losses of equipment at his/her expenses.**

FIXED AND SEMI-FIXED SITE CAMERAS

- 3.32.21. All fixed site cameras shall be of the conventional “pole” type, or semi-fixed type.
- 3.32.22. The camera equipment shall be able to capture offenses on multi lanes. The lane number in which the offense has occurred shall be printed on each image.
- 3.32.23. The camera equipment shall be compliant with SANS 1795.
- 3.32.24. The fixed camera system shall be fully protected against the environment and vandalism.
- 3.32.25. All cameras must be able to operate during day and night- time.
- 3.32.26. Downloading of images by means of SD card (storage 32 GB) or flash drive with the same storage capacity as SD card.
- 3.32.27. The camera equipment shall provide a database of stored images for evidential purposes.
- 3.32.28. The system and stored evidence shall be tamper detectable.
- 3.32.29. The Service Provider shall supply the client with evidence of each offense in full compliance with the TCSP guidelines in digital form with all required infringement information for the whole period of the Agreement.
- 3.32.30. The camera shall be user friendly and be able to be operated with minimum user input.
- 3.32.31. The fixed camera system shall be capable of a continuous twenty-four (24) hour operation.
- 3.32.32. The camera equipment shall have the capability to automatically report on a selectable time-period, the number of infringements per site, the number of vehicles checked, the lowest and highest, average and standard deviation of speed measurement and the number of hours mobile enforcement was undertaken.

- 3.32.33.** The Service Provider must assure up-time of camera equipment with short repair, maintenance and calibration turn-around time of between twelve (12) to twenty-four (24) hours.
- 3.32.34.** The cost of maintenance, calibration and repair shall be for the expense of Service Provider.
- 3.32.35.** **The Service Provider must provide sufficient insurance cover against vandalism, damage or losses of equipment at his/her expenses.**
- 3.32.36.** The fixed site cameras to be remotely monitored by the Service Provider.

3.33. BACK OFFICE: CONTRAVENTION MANAGEMENT SYSTEM

- 3.33.1.** The Service Provider shall be responsible for the management of the Back office which will include inter alia:
 - a.** A competent Manager for high performance
 - b.** A helpdesk
 - c.** Administrative process.
- 3.33.2.** The Service Provider shall provide at its own costs a Manager and appoint local personnel for back-office. This includes an Office Manager to manage the local back-office and such personnel and other functions applicable to an Office Manager., such as the link between Client and Service Provider, reconciliations and general checking of functions performed by subordinates. The Office Manager shall do audits on the work done by the office personnel on daily basis.
- 3.33.3.** The Service Provider shall provide the necessary training to personnel mentioned in paragraph above.
- 3.33.4.** The Service Provider shall give the necessary training to the relevant personnel employed by the Client on traffic contravention system.
- 3.33.5.** The Service Provider shall be responsible for the capturing of locations, charge codes, charge sheets, officer details, etc if contravention system other than the one currently in use by the client (if any) is to be used.
- 3.33.6.** The Service Provider shall supply its own hardware and software including computers and printers for the back office and for verification and adjudication purposes.
- 3.33.7.** The Service Provider shall be responsible for all the communication lines of the Back-office, which include telephone communication lines and lines linking all the computers of traffic contravention system.
- 3.33.8.** The contravention system shall have an eNaTIS interface for downloading of the details of the registered owners of offending vehicles.
- 3.33.9.** The contravention system shall comply with the KSD Local Municipality rules, Bylaws, requirements, request as determined by the Municipality.
- 3.33.10.** The contravention system shall be able to do housekeeping on section 341 notices, section 56 and 54 summonses and warrants of arrest in terms of the Director Public Prosecution's Eastern Cape Directives.
- 3.33.11.** The Service Provider shall be responsible for its own server.
- 3.33.12.** The Service Provider shall be responsible for the purchasing/providing of the following forms:
 - a.** Section 341 camera notices.
 - b.** Second notices.
 - c.** Section 54 summonses.
 - d.** Representation letters.
 - e.** Warrant of arrest letters.
 - f.** Warrant of arrest; and
 - g.** Forms required in terms of Administrative Adjudication of Road Traffic Offences Act 46 of 1998 (AARTO) when the said Act comes into force in the Province of the Eastern Cape.

- 3.33.13.** The Back-Office shall be responsible for the printing and capturing of the following notices and forms for camera offenses:
- a. Section 341 notices (camera mailers)
 - b. Section 56 and 341 handwritten notices.
 - c. All control documents.
 - d. All court registers.
 - e. All warrant of arrest registers.
 - f. Section 54 summonses.
 - g. Representation letters
 - h. Warrant of arrest letters.
- 3.33.14.** **Note: The Back-office system shall be configured to accommodate capturing all handwritten section 341 and 56 notices issued by KSD Local Municipality Traffic Officers and Traffic Wardens.**
- 3.33.15.** The service Provider shall be responsible for the function of changing offenders, re-direction of fines and the capturing of representations and representation results.
- 3.33.16.** The Service Provider shall be responsible for the verification and adjudication of camera offences.
- 3.33.17.** The Service Provider shall be responsible for the whole function of sending of all notices to offenders
- 3.33.18.** The Service Provider shall develop at least the reports of which the client must be able to extract by itself, but not limited to such reports. These reports shall be of such a nature that the can be extracted for any given report.
- 3.33.19.** The contravention system shall meet the needs of the client.
- 3.33.20.** The management and statistical reports shall also be expressed in graph format according to the needs of the Client.
- 3.33.21.** The Service Provider shall be responsible to activate all payment channels with financial institutions and other institutions e.g. Post office, easy pay etc.
- 3.33.22.** The Agreement shall be reviewed when AARTO is implemented in the Province of the Eastern Cape and in respect of back-office functions and the fee structure.
- 3.33.23.** The system shall be AARTO compliant with regards to the uploading of AARTO 02 infringements on the National Contravention Register (NCR-eNATIS). The Service Provider shall therefore be knowledgeable of the AARTO Act, 46 of 1998 and the law enforcement by means of cameras, and it must be in line with the said Act when it is implemented in the Eastern Cape Province.
- 3.33.24.** The contravention system must provide record of habitual offenders.
- 3.33.25.** The Service Provider shall provide laser printers and cartridges to back-office personnel of the client as needed. These printers shall become the property of the Client from the first day after agreement has lapsed.
- 3.33.26.** All the back-office personnel of the Client shall have access to the contravention system for camera offences.
- 3.33.27.** Section 54 summonses shall be printed in systematic numeric sequence order.
- 3.33.28.** Receipts shall be system generated
- 3.33.29.** The system shall furthermore extract notices for summonses according to the order of the offense dates.
- 3.33.30.** Notices for older offences to be printed before newer offences.
- 3.33.31.** The same apply to the case numbers generated and shall appear as such on control lists and court rolls.
- 3.33.32.** Warrants shall be printed in systematic numeric sequence order.
- 3.33.33.** The same applies to the case and warrant numbers.
- 3.33.34.** The system shall furthermore extract warrants in order of the offence date.
- 3.33.35.** Notices for older offences to be provided before newer offences.

3.33.36. The same applies to the case numbers generated and warrant numbers and shall appear as such on control lists and warrant registers.

3.34. HAND-HELD TICKET DEVICE

- 3.34.1.** This Hand-held Ticket device must be approved by the South African National Standards (SANS) and its use shall comply with the Technical Committee for the Standards and Procedures for Traffic Law Enforcement Equipment (latest TCSP Guidelines).
- 3.34.2.** The Service Provider shall supply an Android mobile enforcement device which enables traffic officers working on the road to capture offenses or infringement as they occur.
- 3.34.3.** The device allows officers on the road to input infringement data
- 3.34.4.** The device scans license disc of motor vehicle and driving licences.
- 3.34.5.** Once the infringement data is captured on the device, the device is able to print an electronic notice via Bluetooth connectivity. The notice is issued to the offender forthwith.
- 3.34.6.** The hand-held ticket devices shall interface with the Back-Office/ contravention system. The information of the infringer from the Hand-held device shall automatically be uploaded to the Back-Office processing system.
- 3.34.7.** The hand-held ticket device must contain rechargeable batteries. The battery of the device shall last eight (8) hours.
- 3.34.8.** The Service Provide shall maintain, repair and calibrate the devices.
- 3.34.9. The Service Provider must provide sufficient insurance cover against vandalism, damage or losses of equipment at his/her expenses.**
- 3.34.10.** The camera equipment shall be compliant with SANS 1795 (as amended).
- 3.34.11.** The Service Provider must write to the National Director of Public Prosecutions to get approval before embarking on using of Hand-held Ticket device.

4. PRICING SCHEDULE:

No	Description	Price Year - 1	Price Year - 2	Price Year - 3
1	To supply and install one (01) back-office for the management of traffic fines: - Complete suite with reporting.		N/A	N/A
2	Provide remote assistance, license, management, and maintenance of the system			
3	Install four (04) Average speed Over Distance cameras on the existing municipal infrastructure: - NET CAMERA 4MP IR BULLET ANPR - -Traffic/Entrance--Exit-Control - Bullet Network Camera Type: Outdoor Pixel Resolution: 4 Mega Pixel Focal Length: 8 mm 32 mm IR Illumination: Yes Sensor size: 1/1.8" CMOS Microphone: Built-in Electronic Shutter Speed: Auto/Manual 1/25s~1/10,000s Input/Output connectors (Audio-Out): 1 Input/Output connectors (RJ45)		N/A	N/A
4	Supply, erect one galvanized pole and fittings customised to install Average Speed cameras.		N/A	N/A
5	Supply, install, maintenance ANPR			

No	Description	Price Year - 1	Price Year - 2	Price Year - 3
6	Supply, install, implement, monitor three (5) mobile Red-light Robot violation cameras on intersections to be confirmed by municipality. Minimum Technical Specification - Traffic Cam 3D - With an onboard quad core processor, LTE networking, three HD imaging sensors and a proprietary LiDAR sensor. - Automatic Number Plate Recognition (ANPR) - Stolen/Wanted Vehicle Detection - Speed Enforcement		N/A	N/A
7	Supply, erect Galvanized poles, fitting, lockable cage, brackets, customised for the safe storage of mobile Red-light robot cameras: Year One: 10 steel poles Year Two: 10 steel poles Year Three: 10 steel poles			
8	Supply, deliver, maintain, repair, calibrate Digital Speed camera machines. Year One: 1 x digital speed camera Year Three: 1 x digital speed camera - Mobile Speed Camera based on the latest 3D Tracking Radar technology and high-resolution digital camera. - KEY FEATURES· Automatic Vehicle Classification. - Lane Identification (up to 5 lanes)· - Simultaneous Dual Direction operation · - Built-in GPS / 3G· High brightness touch screen for easy operation and fast setup· - High quality, colour night image operation (with optional flash)· - 200% Productivity increase compared to traditional laser cameras· - Up to 12 hour continuous operation on a single battery charge· - Infringement data stored on the internal solid state memory is tamper proof and fully encrypted.· - Robust and compact design · - Session statistics (Max speed, 85th%, average speed, vehicle count, session length, etc.)· - Ability to browse through previous images during a session· - Instant image zoom on every infringement image. Modes of operation· - Towards, away or both directions· - Night setting (with optional Flash and Flash Power Pack included)· - Fully unattended automatic operation Technical Specifications· 3D Tracking Radar Speed Sensor· High powered multi-core i7 CPU· High Brightness 7" Touch Screen· Speed		N/A	

No	Description	Price Year - 1	Price Year - 2	Price Year - 3
	Accuracy: 30 to 300km/h· 2 images per second capture rate· 2048 bit Image encryption· IP 64 Rating· 10.5 – 14 V DC Operating Voltage· Only 18 W Power consumption· 12 hours of continuous operation on a single battery charge· -20°C to +60°C Operating temperature range· Speed accuracy: ±1% across speed range· Total Weight: Camera - 7.5 kg, Battery pack - 9.6kg· Dimensions: 253 x 236 x 140mm (LxWxH)· Multi-language capable· Radar Frequency: 24.024.25 GHz· Certification: SANS 1795, FCC15.245, · ETSI EN300-440, RSS-310, RSS-220 compliant. Must be included: - Wireless Night Flash· 3G Module· Remote Control Module (WiFi or 3G)· Full back office integration software			
9	Training and transfer of skill on all technological devices, how to fully operate, download data, uploading and reporting.		N/A	
10	Hand-held Ticket Devices for issuing of section 341, 56 notices and section 54 summonses: Year One: 10 x devices Year Two: 5 x devices Year Three: 5 x devices Minimum Technical Specification: - Operating System: Google Android 5 /7 - CPU: Qualcomm MSM8916 @ up to 1.4Ghz Quad-core - Memory: 16GB Flash / 2GB RAM - Wireless WAN: 4G LTE - Global Positioning System: 12 channel integrated GPS - Bar-code Ticketing Device: 2D Imager - Camera: 8.0MP (Rear) with LED flash and 2.0MP (Front) - Display: 5.0 in, IPS panel, 720 x 1280 pixel (WVGA) Corning Gorilla Glass 3 - Touch panel: Capacitive touch - Keypad: 4 hard keys (Home, Menu, Back & Programmable) - Drop: 1.8m (6 ft) per MIL-STD 810G at all operating temperature - Tumble: 250cycle (500hit) @ 1m (3.3ft) ESD: 15 kV air, 8 kV contact - Accessories - Standard accessories: AC/DC power adapter & country plug, Capacitive - Stylus pen & tether, - Hand strap, Battery, LCD protection film - Optional accessories: Single-slot cradle, - 4-slot Cradle, Extended battery, 4-slot Battery Charger, The Ticketing Device must be a hand-held device			

No	Description	Price Year - 1	Price Year - 2	Price Year - 3
	capable of: - One and 2-D Bar-code Ticketing Device Technology (SA Driver's License and Vehicle License Disks). - Manual search of outstanding fines against a person's ID - Manual search of outstanding fines against a vehicle licence number plate. - Connecting to a portable printer via Bluetooth. - Scan driving licence and/or licence disc to check outstanding fines. - Issue a Section 56 Summon. - Issue a Section 341 notice. The Ticketing Device must come with a portable Bluetooth printer. - Print speed: 90mm / sec - Reliability TPH life: 100km - Resolution: 203DPI (8dot/mm) - Printing width: 48mm (384dot) - Paper width: 58+-01mm - Roll diameter: <=40mm - Paper type: thermal paper - Print parameters: support to download the Logo trademark. - Charging mode: DC 9V/1.5A - Lithium battery: 7.4V, 1500mA			

5. PRICING STRUCTURE

- 5.1. The Service Provider will be paid depending on the option indicated in the tender document and approve the Client.
- 5.2. Either on flat rate only on fines paid in terms of TCSP guidelines in the tender document from the date the agreement is signed and with regards to offenses captured with the successful Service Provider's equipment and dealt with in terms of Criminal Procedure Act, No 51 of 1977.

6. RESPONSIBILITY OF KSD LOCAL MUNICIPALITY AND SERVICE PROVIDER

- 6.1. The KSD Local Municipality shall be responsible for law enforcement using equipment supplied by the Service Provider by ensuring that Traffic officers are deployed to monitor cameras.
- 6.2. If the Service Provider uses municipal offices, a monthly rental fee shall be paid to the KSD Local Municipality for such use.
- 6.3. The fee payable for rental shall be determined by the KSD Local Municipality and proof thereof shall be submitted to the municipality.

- 6.4.** The municipality shall be responsible for filing of documents related to the camera offenses.
- 6.5.** The Client shall determine the deployment hours and days of mobile cameras and times when the Road-block bus will be required in terms of operational requirements and capacity of the client.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

PRICING SCHEDULE
(Professional Services)

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

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. R

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----
	-----	R-----	-----

5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days
	-----	R-----	----- days

- 5.1 Travel expenses (specify, for example rate/km and total km, class

of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL:			
R.....			

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after Acceptance of bid
.....
7. Estimated man-days for completion of project
.....
8. Are the rates quoted firm for the full period of contract?
.....
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....
.....

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

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

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

NO. INCUCED)	ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
-----------------	------	----------	-------------	--

- Required by:
.....
- At:
.....
- Brand and model
.....
- Country of origin
.....
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
.....
- Period required for delivery
.....
- Delivery: *Firm/Not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies. *Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

2. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
3. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. Labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

4. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

5. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....
.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in

the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months?**YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

A.

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

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

2.2 If yes, provide particulars.
.....
.....
.....
.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material noncompliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars
.....
.....

4. Will any portion of goods or services be sourced from outside *YES / NO
the Republic, and, if so, what portion and whether any portion
of payment from the municipality / municipal entity is expected to be

***YES / NO**

transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the **80/20** preference point system.

Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
Women	10
Youth	10
Total points for Price and SPECIFIC GOALS	100

B. Points be awarded to a bidder upon submitting proof of attainment of specific goals

1 Full CSD Report

2 Annexure D (Company Information)

NB: Failure to submit the documents required above no points will be allocated. if not all the documents are submitted partial points will be allocated for partial submissions.

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

“**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;

- (a) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) “**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
- (d) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAR 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:

$$80/20 \qquad \qquad \qquad \text{or} \qquad \qquad \qquad 90/10$$

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad 33$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women		10		
Youth		10		
Price		80		

NB: Points be awarded to a bidder upon submitting proof of attainment of specific goals.

1 Full CSD Report

2 Annexure D (Company Information)

NB: Failure to submit the documents required above no points will be allocated. if not all the documents are submitted partial points will be

allocated for partial submissions.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **King Sabata Dalindyebo Municipality** in accordance with the requirements and specifications stipulated in bid number **023/2024/25** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for specific goals in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <u>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</u> <u>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.</u>	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? he Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
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 ☐	No ☐

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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.

6. 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.

7. 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.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE A.1
PAST EXPERIENCE WITH OTHER INSTITUTIONS

Bidders must furnish hereunder details of similar work/service, which they have satisfactorily completed in the past. The information shall include a description of the Work, the Contract value, name of Employer and Employer's contact details.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO.

.....
DATE

.....
SIGNATURE OF BIDDER

ANNEXURE A.2
PAST EXPERIENCE WITH KING SABATA DALINDYEBO MUNICIPALITY

Bidders must furnish hereunder details of similar work/service, which they have satisfactorily completed in the past. The information shall include a description of the Work and the Contract value.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR KING SABATA DALINDYEBO MUNICIPALITY			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

.....
DATE

.....
SIGNATURE OF BIDDER

**ANNEXURE B
COMPANY DETAILS**

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met. Also attach the copy of the company registration certificate in order to qualify for bidding.

Registered Company Name:

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

ANNEXURE C
JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.
- vii) A joint venture that is awarded a contract with KING SABATA DALINDYEBO MUNICIPALITY must be registered as a separate company with the Registrar of Businesses.
- viii) The joint venture must be registered with South African Revenue Services.
- ix) A separate bank account must be in place for the joint venture.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal address.....
.....
.....

c) Physical address
.....
.....

d) Telephone

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

2.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.2(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

3.3(a) Name of Firm

Postal Address.....

Physical Address

Telephone

Fax.....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

4. **BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

.....

.....

.....

5. **OWNERSHIP OF THE JOINT VENTURE**

- a) Affirmable Joint Venture Partner ownership percentage(s)%
- b) Non-Affirmable Joint Venture Partner ownership percentage(s)%
- c) Affirmable Joint Venture Partner percentages in respect of : *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rands

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

NO	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

NO	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

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

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralising of loans

.....
.....

(d) Acquisition of lines of credit

.....
.....

-
- (e) Acquisition of performance bonds
-
-

-
- (f) Negotiating and signing labour agreements
-
-
-

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

- (a) Supervision of field operations
-

- (b) Major purchasing
-

- (c) Estimating
-

- (d) Technical management
-

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

- (a) Identify the “managing partner”, if any,
-
-
-
-

- (b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

.....

(c) Describe the management structure for the Joint Venture's work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. **CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

(Continue as necessary)

**ANNEXURE D
COMPANY COMPOSITION**

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. Failure to do so will result in points being lost under equity. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	CITIZENSHIP	HISTORICALLY DISADVANTAGE D INDIVIDUALS STATUS (Y/N)	DISABILIT Y	FEMAL E	DATE OF OWNERSHI P	% OWNED	VOTING %

ANNEXURE E
DECLARATION OF INTERESTS (KINSHIP, RELATIONSHIP WITH PERSONS EMPLOYED BY KING SABATA DALINDYEBO MUNICIPALITY)

In terms of the Municipal Supply Chain Management Regulations, no person or persons employed by the State may be awarded a bid by any municipality.

Any legal person, or persons having a kinship with persons employed by the KING SABATA DALINDYEBO MUNICIPALITY including a blood relationship, may make an offer in terms of this bid invitation. In view of possible allegations of favouritism, should the resulting bid or part thereof be awarded to persons connected with or related to an employee of KING SABATA DALINDYEBO MUNICIPALITY, it is required that the bidder or his/her authorized representative declare his position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where—

- the legal person on who's behalf the bid document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarer acts and persons who are involved with the evaluation of the bid.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

Do you, or any person have any relationship (family, friend, other) with a person employed with the KING SABATA DALINDYEBO MUNICIPALITY or its King Sabata Dalindyebo Municipality administration and who may be involved with the evaluation, preparation and/or adjudication of this bid?

Yes/No

If so, state particulars

Are you or any other person connected with the bid, employed by any organ of State?

Yes/No

If so, state particulars

SIGNATURE OF DECLARER

DATE

POSITION OF DECLARER

NAME OF COMPANY OR BIDDER

ANNEXURE F
DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the King Sabata Dalindyebo Municipality.

.....
SIGNATURE OF DECLARER

.....
DATE

.....
POSITION OF DECLARER

.....
**NAME OF COMPANY OF
BIDDER**

Should the bidder have, in the opinion of the KING SABATA DALINDYEBO MUNICIPALITY, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the bid, then the KING SABATA DALINDYEBO MUNICIPALITY may, in its sole discretion:

- * Ignore any bids without advising the bidder thereof
- * Cancel the contract without prejudice to any legal rights the KING SABATA DALINDYEBO MUNICIPALITY may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the KING SABATA DALINDYEBO MUNICIPALITY and such bidder.

ANNEXURE G
BID CHECK LIST

All King Sabata Dalindyebo Municipality bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

1. All pages of the bid document have been read by the bidder.
2. All pages requiring information have been completed in black ink.
3. The Schedule of Quantities have been checked for arithmetic correctness.
4. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
5. The total from the summary page has been carried forward to the Bid Form.
6. Surety details have been included in the bid.
7. All sections requiring information have been completed.
8. The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
9. The bid document is submitted before 12h00 on the due date at the designated bid box of King Sabata Dalindyebo Municipality.



KING SABATA DALINDYEBO LOCAL MUNICIPALITY

031 308 4664

SMS 33490

KSD ANTI-FRAUD CORRUPTION HOTLINE

INFORMATION BROCHURE ON THE ANTI-FRAUD & CORRUPTION HOTLINE

1. INTRODUCTION

The KSDLM hotline is designed for the reporting of allegations of corruption in the municipality. The hotline number is open 24 hours a day and seven days a week on message option. Callers may choose to remain anonymous.

2. WHAT MAY BE DISCLOSED?

The operational implementation of the Hotline is based on the legal approaches and definitions of the Prevention and Combating of Corrupt Activities Act (Act 12 of 2004), KSDLM Anti-Fraud and Corruption Policy and the manifestations as outlined in the National Anti-Corruption Strategy. The following disclosures may be made (this list contains examples only and is not exhaustive):

Transgression of prevailing legislation or prescripts would amount to corruption. In particular:

- a) Non-compliance with the requirements of the Municipal Supplier Chain Management Regulations and Treasury and Tender Board Regulations.
- b) Non-compliance with the requirements of the Municipal Finance Management Act, Municipal Systems Act etc.
- c) All other transgressions of the Code of Conduct for the Municipal Staff and Council Members as contained in schedule 1 and 2 of the Municipal Systems Act.
- d) Corruption in its many manifestations as depicted in figure 1 below:

3. WHY MUST PEOPLE REPORT CORRUPTION?

Corruption in the local government undermines the fight against poverty by putting money that is meant for infrastructure and development into the pockets of corrupt officials and selected private sector institutions. Corruption increases the cost of local government and slows down service delivery to the public we serve. Fraud & Corruption can scare off investors.

4. WHO CAN MAKE A DISCLOSURE?

Anyone, whether the person works in the local government or not. Anyone who knows of any misconduct which is against the public interest. The person is obliged to provide sufficient information to permit investigation of the allegations.

5. HOW IS A DISCLOSURE MADE INTERNALLY?

- a) Disclosures may be made anonymously. A disclosure may be made by using any of the following methods:
- b) Telephone: 0800 036 0634/ 031 308 4664 toll free hotline number.
Email: fraud@ksd.gov.za / ksdlm@whistleblowing.co.za
- c) SMS short code : 33490
- d) Municipal Managers: 047 495 1267
Email: PakadeN@ksd.gov.za
- e) Executive Mayor: 047 495 1272
Email: nelanin@ksd.gov.za
- f) Council Speaker: 047 495 1265
Email: tingo.siyosokutu66@gmail.com
Email: siyo-sokutu@ksd.gov.za
- g) Chief-Whip: 047 501 4000
Email: MlanjeniB@ksd.gov.za /
Email: Bonganimlanjeni@gmail.com

- h) Internal Audit Unit: 047 501 4204
Email: Mdingil@ksd.gov.za

6. HOW IS A DISCLOSURE MADE EXTERNALLY?

While we hope our policy and processes gives you the reassurance you need to raise matters internally, we recognize that there may be circumstances where you would feel its proper to report matters to outside bodies, such as regulators or the police etc. Below are some of the external platforms to report;

- a) Office of the Auditor General of South Africa: **Tel no: 012 426 8000, Fax to: 012 426 8257**
- b) Corruption Watch: Tel 011 447 1472 or you **National Anti-Corruption Forum: Tel no. 0800 701 701**
- c) can also send us a short-code SMS, which costs R1 per message on **45142 (SMS line)**
- d) Office of the Public Protector on **0800 11 2040.**
- e) The presidential hotline **17737 (free from all phones).**
- f) Special Investigations Unit: 0800 037 774, **SMS 33490, siu@whistleblowing.co.za**
- g) **Audit & Performance Audit Committee**
: rvuzane@gmail.com

7. WAYS OF REPORTING FRAUD & CORRUPTION?

To report allegations of fraud & corruption, please provide as much information and detail as possible, including who, what, when, where why and how. For example, **if you are reporting allegation of theft, tell us:**

- a) Who committed the theft? Give the name(s) of the perpetrator(s), and rank.
- b) Was he/she alone? Who else is implicated?
- c) What was stolen? Describe the items and the amounts.
- d) When did it happen? Provide dates, time and how often.
- e) Where did it happen? Mention the name of the area, section, street address and the name of the village.
- f) How did it happen? Given proof/evidence i.e., file number, amounts involved, etc.
- g) Demonstrate how the case can be investigated, and how you can be contacted for further information.

Figure 1: Manifestations of corruption



8. The Prevention and Combating of Corruption Activities Act (12 of 2004) define the following general offences of corruption in terms of Chapter 2(3):

If a person acts, personally or by influencing another person so to act, in a manner: that amounts to the illegal, dishonest, unauthorized, incomplete, or biased: or

- a) misuse or selling of information or material acquired during the exercise, conducting or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or policy or any other legal obligation.

- b) **that amounts to** the abuse of a position of authority; a breach of trust; or the violation of a legal duty or a set of rules.
- c) designed to achieve an unjust result; or
- d) that amounts to any other unauthorized or improper inducement to do or not to do anything, is guilty of the offence of corruption.
- e) **Specific offences include offences in respect of corrupt activities relating to:**
 - (i) municipal officers; municipal agents; members of the council; witnesses; contracts; procuring and withdrawal of tenders; auctions; and sporting events.
 - (ii) receiving or offering unauthorized gratification by, or to be party to, an employment relationship.
 - (iii) the acquisition of private interests in a contract, agreement, or investment of a KSDLM; and
 - (iv) unacceptable conduct relating to witnesses.

MR. N PAKADE: _____

MUNICIPAL MANAGER

DATE: 21/ 08/2024