

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: COM 017 OF 2016

SUPPLY , MAINTENANCE , REPAIR AND CALIBRATION OF DIGITAL SPEED AND RED – LIGHT VIOLATION CAMERAS AND THE ADMINISTRATION OF A BACK OFFICE FOR A PERIOD OF THREE(3) YEARS.

ENQUIRIES: PATRICK JORDAAN
MISSION STREET, PACALTSORP
GEORGE
(044) 878 2400

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

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER:

SUPPLIER DATABASE NO.:

PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:

Preference Points Claimed:

BBBEE certificates submitted with the tender document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE BBBEE CERTIFICATES

TENDER CLOSES AT 12H00 ON FRIDAY, 20 January 2017

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TENDERER CONTACT DETAILS

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

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

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

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT
TENDER NUMBER / NOMMER: COM017/2016

Tenders are hereby invited for:

SUPPLY , MAINTENANCE , REPAIR AND CALIBRATION OF DIGITAL SPEED AND RED – LIGHT VIOLATION CAMERAS AND THE ADMINISTRATION OF A BACK OFFICE FOR A PERIOD OF THREE(3) YEARS.

Completed tenders in a sealed envelope, clearly marked:

Tender No. COM 017/2016 must be placed in the tender box at the George Municipality on the First Floor, Department: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on Friday, 20 January 2017**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

A compulsory meeting will be held in the Conference Hall, Civic Centre, George Municipality, York Street, George, at 10:00 on Thursday, 08 December 2016.

Tender documents are available at a non refundable deposit of R185-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

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

Tenders will be evaluated and awarded as follows:

Stage 1: Pre-Qualification

Only tenders scoring a minimum of **30 out of 50** points in stage 1 will be further considered for evaluation in stage 2.

Stage 2: Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2011 and the George Municipality's Supply Chain Management Policy, where 90 points will be scored for price and 10 points for B-BBEE status.

For more information contact Mr Patrick Jordaan at (044) 878 2400 / patrick@george.org.za .

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

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

**T BOTHA
MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530**

Tenders word hiermee ingewag vir:

VOORSIENING, INSTANDHOUDING, HERSTEL EN KALIBRERING VAN DIGITALE SPOED EN ROOI VERKEERSLIG OORTREDINGS KAMERAS EN DIE ADMINISTRASIE VAN 'n ONDERSTEUNINGSKANTOOR VIR 'n TYDPERK VAN DRIE(3)JAAR

Voltooide tenders in 'n verseelde koevert, duidelik gemerk:

Tender Nr. COM 017/2016 moet voor **Vrydag, 20 Januarie 2017** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Departement: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

'n Verpligte terreinvergadering sal in die Konferensiesaal, Burgersentrum ,George Munisipaliteit, Yorkstraat, George , op Donderdag, 08 Desember 2016 om 10h00 gehou word.

Tender dokumente is verkrygbaar teen 'n R185-00 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.org.za.

Tenders sal as volg ge-evalueer en toegeken word:

Fase 1: Voorafbepaalde kriteria

Slegs tenderaars wat 'n minimum van **30 uit 50** punte behaal in fase 1, sal verder vir evaluasie in fase 2 oorweeg word.

Fase 2: Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2011, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 90 punte ten opsigte van die prys en 10 punte ten opsigte van B-BBEE status toegeken sal word.

Vir verdere inligting kontak Mnr Patrick Jordaan by at (044) 878 2400 / patrick@george.org.za .

Die Munisipaliteit behou hom die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.

Dit sal van alle suksesvolle tenderaars verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**T BOTHA
MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530**

INVITATION TO BID

SUPPLY , MAINTENANCE , REPAIR AND CALIBRATION OF DIGITAL SPEED AND RED – LIGHT VIOLATION CAMERAS AND THE ADMINISTRATION OF A BACK OFFICE FOR A PERIOD OF THREE(3) YEARS.

BID NUMBER: COM017/2016
CLOSING DATE: 20 JANUARY 2017

CLOSING TIME: 12:00

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

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

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

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

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

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

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

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

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2011.

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

DETAILS OF TENDERER

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

DETAILS OF TENDERING ENTITY'S BANK

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

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

Signature of Tenderer: _____

Date: _____

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

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

NAME OF TENDERER

Held at _____ on _____

(Place) (Date)

RESOLVED THAT:

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

TENDER NUMBER: COM 017/2016 – SUPPLY , MAINTENANCE , REPAIR AND CALIBRATION OF DIGITAL SPEED AND RED – LIGHT VIOLATION CAMERAS AND THE ADMINISTRATION OF A BACK OFFICE FOR A PERIOD OF THREE(3) YEARS.

- Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMAN SIGNATURE)

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

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

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

_____ NAME OF TENDERER _____

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

TENDER NUMBER: COM 017/2016 – SUPPLY , MAINTENANCE , REPAIR AND CALIBRATION OF DIGITAL SPEED AND RED – LIGHT VIOLATION CAMERAS AND THE ADMINISTRATION OF A BACK OFFICE FOR A PERIOD OF THREE(3) YEARS.

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

_____ and
_____ and

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

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

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address) _____

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

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

JOINT VENTURE

Only to be completed if applicable

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

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

SIGNED ON BEHALF OF JOINT VENTURE _____

**SPECIAL CONDITIONS RELEVANT TO
SUPPLY , MAINTENANCE , REPAIR AND CALIBRATION OF DIGITAL SPEED AND RED -
LIGHT VIOLATION CAMERAS AND THE ADMINISTRATION OF A BACK OFFICE FOR A
PERIOD OF THREE(3) YEARS.**

The following Conditions shall be adopted as per the Municipal PPPFA Policy

SPECIAL CONDITIONS OF TENDER				
	Comply Y/N	Ref in proposal		
A. CONDITIONS APPLICABLE TO THE PROMOTION OF MUNICIPAL LOCAL AND SOCIO-ECONOMIC DEVELOPMENT				
The full portion budgeted for salaries of employees will be executed by semi-skilled and skilled labourers who are residing within the area of greater George. The service provider must provide evidence of the identity and addresses of these labourers within 30 days after award of the contract. At least 70% of the personnel appointed must reside in the greater area of George. In the event that this condition cannot be adhered to the contractor must obtain prior approval from the Municipality.				
Office equipment and stationary, vehicles for the project, maintenance / services of such vehicles and fuel procured for this project MUST be sourced from local suppliers in George. In the event that this condition cannot be adhered to the contractor must obtain prior approval from the Municipality.				
5% of the monthly invoice amount before value added tax (VAT) to be paid monthly for road traffic safety projects to George Municipality.				
B. CONDITIONS APPLICABLE AFTER CLOSING OF TENDER BUT BEFORE A SELECTED SERVICE PROVIDER IS ANNOUNCED				
Any additional information upon request must be submitted in writing within 48 hours of receipt.				
C. CONDITIONS APPLICABLE AFTER AWARDING OF THE TENDER				
The service provider must provide the Municipality with a completed list of local labourers to be used, after final award for approval by the Municipality. The aforesaid list must be updated and submitted together with the service providers progress report and invoice, inclusive of the following details: <ul style="list-style-type: none"> a. Salary / wages spent on local employees versus total wages / salary budget at site b. Number of local employees employed versus per total workforce at site c. Penalties for none compliance to be determined as per general conditions of contract (GCC). d. CSI contributions and achievements and/or progress. Any amendments prior approval from the Municipality. The service provider must provide local labourers and municipal staff with in-service training for the duration of the contract and provide them with a certificates after completion of their services. Basic training in respect on contravention system, computer training and client service training. Traffic officer operator certificate training in terms of TCSP Guideline. Process servers to received accredited training to serve summonses. Back-office personnel appointed to be trained and traffic officers as operators to operate cameras in terms of TCSP guidelines. Ongoing training for duration of tender to all personnel appointed and refresher training to Traffic Officer in respect of camera operations.				
The service provider must provide the Municipality with a schedule of all materials purchased with an indication of materials purchased from local suppliers as well as the ratio material spent between local and other suppliers. This schedule must be updated and submitted together with the service provider's progress report and invoice. This includes all purchases of such vehicles, maintenance / and services of vehicles and fuel expenditure. Services fee to be paid based on speed and red light violation fines (successful prosecution)				

SPECIFICATIONS

THE SUPPLY, MAINTENANCE, REPAIR AND CALIBRATION OF DIGITAL SPEED AND RED- LIGHT VIOLATION CAMERAS AND THE MANAGEMENT OF A BACK- OFFICE.

SPECIFICATIONS AS APPROVED BY THE BID SPECIFICATIONS COMMITTEE IN TERMS OF SUPPLY CHAIN MANAGEMENT POLICY OF GEORGE MUNICIPALITY.

MARK WITH AN "X" IN THE RELEVANT COLUMN THE COMPLIANCE OR NON-COMPLIANCE.

		COMPLY	
		YES	NO
1.	<p>CONTRACT DURATION</p> <ul style="list-style-type: none"> • The Municipality will enter into negotiations with the preferred Bidder for the purpose of concluding a Service Level Agreement regulating the relationship between the George Municipality and the successful Bidder. • The contract period will be for three years only in respect of the supply, maintenance, repair and calibration of digital speed and red-light violation cameras and the administration of the back-office. • A phasing-out period of 18 months shall apply calculated from the first (1st) day after the agreement has lapsed. The successful Bidder shall for this period allow the Client full access to the contravention to do representations, collect outstanding fines. During the phasing-out period no law enforcement will be done with the cameras in terms of the agreement. Bidder. The phasing-out period is solely for the finalisation of outstanding fines. 		
2	<p>WARRANTIES</p> <ul style="list-style-type: none"> • Proposals will be deemed to warrant and represent to the Municipality that: • All the information, representations and other matters of facts communicated in writing by the Service Provider (successful Bidder) in connection with, or arising out of the offer are accurate and not misleading in any respects as at the date of submission of the proposal. • The Service Provider will inform the George Municipality (referred to as Client) in writing of any change to any of the information, representations and other matters of fact contained in the offer and of any changes of circumstances which may affect the Service Provider's ability to render the services set out in the offer or the completeness or accuracy of any information provided in or in connection with the offer, immediately upon becoming aware of such changes; • The Service Provider is not aware of any fact which may in the future affect the completeness or accuracy of any information provided in or in connection with the offer. • Should the Client detect that any information provided by the Service Provider is false or incorrect; the Client may take any of 		

	<p>the following actions: Recovery of all costs, losses or damages it has incurred or suffered as a result of the Service Provider's conduct;</p> <ul style="list-style-type: none"> • Cancellation of the contract and the claim of any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; • Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the response; and • Restrict the Service Provider, its shareholders and directors from obtaining business from the George Municipality for a period not exceeding up to 10 years 		
3	<p>PROCUREMENT AND ADMINISTRATION</p> <ul style="list-style-type: none"> • Proposals will be evaluated in line with George Municipality's Supply Chain Management Policy. In applying these procedures, George Municipality will seek meaningful competition amongst Bidders while at the same time, stimulating innovation through the exchange of information and ideas with the Bidders. 		
	<ul style="list-style-type: none"> • A director, or employee duly authorised to bind the Bidders to the provisions of its proposal as well as other documentation connected to this project, must sign the original tender in ink. • Evidence must be submitted to the Client that the proposal has been signed by persons duly authorised to do so. 		
	<ul style="list-style-type: none"> • All pages of the proposal must be numbered consecutively from beginning to end and must be initialled by a director, or duly authorised employee of the Bidder. 		
4.	<p>CRITERIA FOR EVALUATION</p> <p>General Requirements</p>		
4.1	<ul style="list-style-type: none"> • Proposals must comply with the updated TCSP Guidelines (Technical Committee for Standards and Procedures for Traffic Law Enforcement) for private sector involvement in providing administrative and logistical support to Traffic Authorities. 		
4.2	<ul style="list-style-type: none"> • A compulsory site meeting will be held on the date and time as determined by the Client where the specifications will be discussed and explained to Bidders. 		
4.3	<ul style="list-style-type: none"> • Bidders who scores the required 60% (18 out of 30) at the past experience part of the pre qualification, shall at its own costs visit the Client for another two (2) days for presentations and practical demonstrations, on a date and time as determined by the Client. This visit is also compulsory. <p>Criteria for Evaluation:</p> <ul style="list-style-type: none"> • Pricing: <p>Compulsory:</p> <ul style="list-style-type: none"> • During these two days the Bidders shall be evaluated on the following functionalities which are compulsory: <ul style="list-style-type: none"> (i) Do presentations about their products. (ii) Extract different reports (as per Annexure "A"). Real time extract of these reports shall be done from their 		

	<p>contravention systems where they have current service level agreements and as requested by the Client. This shall be done by means of wireless connections to such contravention systems.</p> <p>(iii) 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 road side.</p> <p>(iv) The panel van (fully equipped) shall demonstrate how outstanding warrants and outstanding fines, unlicensed vehicles, unlicensed drivers and stolen vehicles are traced.</p> <p>(v) The Client will provide files from its contravention system to Bidders on the date of presentations to enable them to download that information to contravention systems for the demonstrations with the roadblock panel van. The equipment on the roadblock panel van will be evaluated by the client.</p> <p>(v) The 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.</p> <p>(vi) Questions will be asked to Bidders about their products offered and functionality in general.</p> <p>(vii) The functionality of the handheld scanners shall be evaluated on the roadside to check for matters referred to point 4.3 (iv).</p> <p>(viii) The equipped panel shall be able to print section 54 summonses on the roadside.</p>		
4.4	<ul style="list-style-type: none"> The equipment must be able to interface with the traffic contravention system currently in use by the Client or any other effective and reliable contravention system for outstanding section 341 notices, section 54 summonses and warrants. 		
4.5	<ul style="list-style-type: none"> The Bidders shall in the tender document provide the Client with references where the same services are done, or have been done. These reference shall include the following: <ul style="list-style-type: none"> The Authority's name(s). Duration of contract(s). Full detail of the contact person(s). 		
		COMPLY	
		YES	NO
	SPECIFICATIONS AND SCOPE OF WORK:		
5	<ul style="list-style-type: none"> The Service Provider shall be responsible for the payment of the monthly / yearly monthly service licence fee only if the traffic contravention system which is currently in use by the Client for handwritten notices is to be used for speed and red light violations. 		
5.1	<ul style="list-style-type: none"> The Service Provider shall be responsible for the maintenance of the communication line of the remote computer contravention system at the George Magistrate's Court and if a Municipal Court is established, at the Municipal Court. 		
5.2	<ul style="list-style-type: none"> The Service Provider shall be responsible for daily and monthly back-ups. These back-ups shall be kept away from the premise where data are captured. 		
5.3	<ul style="list-style-type: none"> 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 (1st and 2nd) in the case of red-light violation offences, and in the event of a speeding offence, the one image. The website shall also contain the methods of payment of fines. 		
		COMPLY	
		YES	NO

5.4	<ul style="list-style-type: none"> The Service Provider must within sixty (60) days after the signing of the service level agreement, be operational by providing the necessary infrastructure, the mobile speed cameras and the set up of the Traffic Contravention System, including the training of traffic officers as operators, back-office personnel and verification and adjudication procedures for such speed cameras. The fixed site cameras shall be operational within one hundred and twenty (120) days after signing the service level agreement. 		
5.5	<ul style="list-style-type: none"> The Service Provider shall arrange for third party 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. 		
5.6	<ul style="list-style-type: none"> The Service Provider will be responsible for the updating of bank payments. 		
5.7	<ul style="list-style-type: none"> The Service Provider shall at its cost supply the Client with combinations of at least eight (8) digital speed and red-light cameras at fixed sites which shall be rotated between sites as determined by the Client and four (4) fixed cameras for speed law enforcement. Four (4) additional sites shall also be prepared for camera rotation, but this is not limited to the number of fixed site cameras for speed and red-light violation enforcement. There are however no limitations on the supply of the number of mobile and fixed site cameras. 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-). These cameras 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 the Municipality with written proof of date of manufacturing of these cameras. 		
5.8	<ul style="list-style-type: none"> The Service Provider shall supply the Client with at least four (4) new mobile digital laser speed cameras. The mobile cameras shall also make provision for video recording and shall have auto-focus capabilities. This equipment must be approved by the South African National Standards (SANS) and shall comply with the Technical Committee for the Standards and Procedures for Traffic Law Enforcement Equipment (TCSP). Three (3) mobile cameras will be used for day to day speed law enforcement. The fourth (4th) mobile camera will be used for speed law enforcement at sites which are not approved by the DPP. (section 56 notices to be issued. This camera shall furthermore be used for moving violations). 		
5.9	<ul style="list-style-type: none"> 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 and repairs. 		
		COMPLY	
		YES	NO
5.11	<ul style="list-style-type: none"> 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 		
5.12	<ul style="list-style-type: none"> The Service Provider shall give refresher training sessions to the operators as the case might be. 		

5.13	<ul style="list-style-type: none"> The Service Provider shall supply George Municipality with the latest technological equipment and update it from time to time as advancements are made. 		
5.14	<ul style="list-style-type: none"> 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 are in compliance with relevant legislation, as well as with due consideration with 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). The Service Provider shall also apply for way leave approvals as needed. 		
5.15	<ul style="list-style-type: none"> The Service Provider shall furthermore at its own costs do the necessary vehicle counts at locations as identified by the client for whom no approval from the Director Public Prosecutions has been obtained, as and when requested by the Client. 		
5.16	<ul style="list-style-type: none"> 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 the issuing of the relevant certificates. 		
5.17	<ul style="list-style-type: none"> 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 <i>conjunction and consultation with the Client</i> (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 within 18 months after the date of offence. The Service Provider shall clearly indicate in tender document how these documents will be served. 		
5.18	<ul style="list-style-type: none"> The Service Provider shall supply at least one new VW Caddy Panel van (engine capacity not less than 1600cc- Colour white) which is equipped with an Automatic Number Plate Recognition System (ANPR). The make of the vehicle to be indicated in tender document. The Panel van shall be equipped with a siren, two-way radio and blue light (to be determined by Client). This 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.). The ANPR shall be permanently kept on the premises of George Traffic Department. The Panel van shall become the property of the Municipality the first day after the agreement has lapsed. The Municipality shall make use of the ANPR system with the necessary equipment during the facing-out period for revenue enhancement. The Service Provider shall assist the Municipality in the same manner as it has done during the contract period. The Service Provider shall be entitled for the same monthly service fee as stipulated in the agreement as far as income is generated on camera fines. The Service Provider shall keep the ANPR equipment after the phasing-out period has lapsed. 		
		COMPLY	
		YES	NO
	<p>Specification of ANPR equipment:</p> <ul style="list-style-type: none"> PC to be installed in vehicle with the relevant software to perform ANPR function. Two ANPR cameras touch screen monitor, printer, 3G modem with router or better. 		

	<ul style="list-style-type: none"> ANPR cameras must read the number plates of vehicles with outstanding fines, fines in summons stage and fines for which warrants are issued. Information to be send to PC. The ANPR and the whole system must communicate to the live contravention system via 3G modem to get the information regarding fines issued against a vehicle. The system must also make provision to interface with any other contravention system (downloading of files on system). The system must also be able to identify unlicensed drivers, expired vehicle licences, stolen vehicles and un-roadworthy vehicles via eNATIS and SAPS Unicode. An alarm must be activated when the cameras identify a vehicle with outstanding fines, warrants, when a vehicle is stolen, when a vehicle licence has expired and when a vehicle is un-roadworthy. The details (hit) as identified by the camera(s) must be displayed on the PC. The system must be able to print the detail that comes through on a "hit" from the camera(s). The system must also allow manual checks on identity numbers of people. 			
5.19	<ul style="list-style-type: none"> The Service Provider shall supply the Municipality with three (3) new white Polo Vivo 1.6L sedans which are suitable for speed law enforcement. These vehicles shall become the property of George Municipality from the first day after the agreement has lapsed. The Service Provider shall be responsible for the registration of the vehicles, all running costs of these vehicles which include the insurance of such vehicles for the duration of the agreement. These vehicles shall be equipped with two way radios, sirens and blue lights- to be determined by Client. 			
5.20	<ul style="list-style-type: none"> The Service Provider shall on a monthly basis contribute 5% of the invoice amount before VAT (value added tax) to the Client for road traffic safety and deposit such contribution in the primary bank account of the Client. Proof of such payment shall be submitted to Client on a monthly basis. The Client shall create a special vote for these contributions. 			
5.21	<ul style="list-style-type: none"> The Service Provider shall supply twelve (12) handheld scanners which must be interface able with eNATS to check for unlicensed motor vehicles, unlicensed drivers, outstanding warrants, stolen vehicles, etc. – Real-time eNATIS connection. These handheld devices shall be used by the Municipality after the agreement has lapsed and for the whole duration of the phasing out period. 			
				COMPLY
				YES NO
6	TECHNICAL SPECIFICATIONS			
6.1	MOBILE CAMERAS			
	<ul style="list-style-type: none"> Laser Camera. 			
	<ul style="list-style-type: none"> Auto focus. 			
	<ul style="list-style-type: none"> Build-in battery which is rechargeable 			
	<ul style="list-style-type: none"> Operate at least 8 hours without external power supply. 			

	<ul style="list-style-type: none"> • Must be able to be operated during day and night time. 		
	<ul style="list-style-type: none"> • Must be able to do video recordings for moving violations. 		
	<ul style="list-style-type: none"> • Downloading of images by means of SD card (storage- 32 GB) or flash drive with the same storage capacity as SD card. 		
	<ul style="list-style-type: none"> • Cameras must provide clear images at all times and must be in colour. 		
	<ul style="list-style-type: none"> • The mobile speed cameras must be able to capture offending vehicles from the front as well as from the rear. 		
	<ul style="list-style-type: none"> • The offences must be able to link with the contravention system currently in use by George Municipality, or any other reliable, effective and user friendly contravention system. 		
	<ul style="list-style-type: none"> • The offences for all cameras must be stored on compact discs. 		
	<ul style="list-style-type: none"> • All cameras must make provision for the downloading of images and the relevant data to the contravention system. 		
	<ul style="list-style-type: none"> • 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. 		
	<ul style="list-style-type: none"> • The camera equipment shall be compliant with SANS 1795. 		
	<ul style="list-style-type: none"> • The images of the vehicles that contravened shall be printed on the first notices. 		
	<ul style="list-style-type: none"> • The camera equipment must be able to capture offences on multi lanes. The lane number in which the offence has occurred shall be printed on each image. 		
	<ul style="list-style-type: none"> • The camera equipment shall provide a database of stored images for evidential purposes. 		
	<ul style="list-style-type: none"> • The system and stored evidence shall be tamper detectable. 		
	<ul style="list-style-type: none"> • The camera system shall be user friendly and be able to be operated with minimum user input. 		
	<ul style="list-style-type: none"> • The Service Provider shall appoint a Technician in George to maintain the cameras and to deal with training. 		
	<ul style="list-style-type: none"> • The Service Provider shall supply the client with evidence of each offence in full compliance with the TCSP guidelines in digital form with all the required infringement information for the whole period of the agreement 		
6.2	FIXED SITE CAMERAS:		
	<ul style="list-style-type: none"> • Red-light offences shall be captured with a minimum of two (2) images not less than one (1) second apart after the full red-light phase cycle of an intersection. • The Red-light violation cameras shall be a non-invasive type (no sensor cable used) or sensor line type or a combination of both. • The images must clearly show the offending vehicle in the intersections and highlight the stop line as well as the red-light phase. • All fixed site cameras shall be of the conventional "pole" type. 		
	<ul style="list-style-type: none"> • Red-light violation cameras must be able to capture both red-light and speed violations, whatever the case might be. 		
	<ul style="list-style-type: none"> • The camera equipment must be able to capture offences on multi lanes. The lane number in which the offence has occurred shall be printed on each image. 		
		COMPLY	
		YES	NO
	<ul style="list-style-type: none"> • The camera equipment shall be compliant with SANS 1795. 		
	<ul style="list-style-type: none"> • The fixed camera systems shall be fully protected against the environment and vandalism. 		
	<ul style="list-style-type: none"> • All cameras must be able to be operated during day and night time. 		
	<ul style="list-style-type: none"> • Downloading of images by means of SD card (storage- 32 GB) or flash drive with the same storage capacity as SD card. 		

	<ul style="list-style-type: none"> The camera equipment shall provide a database of stored images for evidential purposes. 		
	<ul style="list-style-type: none"> The system and stored evidence shall be tamper detectable. 		
	<ul style="list-style-type: none"> The Service Provider shall supply the client with evidence of each offence in full compliance with the TCSP guidelines in digital form with all the required infringement information for the whole period of the agreement. 		
	<ul style="list-style-type: none"> The camera system shall be user friendly and be able to be operated with minimum user input. 		
	<ul style="list-style-type: none"> The fixed camera systems shall be capable of a continuous twenty-four (24) hour operation. 		
	<ul style="list-style-type: none"> 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. 		
	<ul style="list-style-type: none"> 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. 		
	<ul style="list-style-type: none"> The cost of the maintenance, calibration and repair shall be for the expense of the Service Provider. 		
	<ul style="list-style-type: none"> The Service Provider must be able to provide sufficient insurance cover against vandalism, damage or losses of equipment at his/her expenses. 		
	<ul style="list-style-type: none"> The fixed site cameras to be remotely monitored by the Service Provider. 		
	<ul style="list-style-type: none"> Red-light violation cameras shall be programmed not to capture red-led violations where red-lights are faulty. Speed offences may well be captured during such instances. 		
7.	GENERAL REQUIREMENTS:		
	<ul style="list-style-type: none"> The Service Provider shall be a registered Company and must be registered on the data base of George Municipality in terms of the Municipality's supply chain management system. The Service Provider and the Client shall have monthly meetings in respect of operational matters. 		
8.	BACK OFFICE: CONTRAVENTION MANAGEMENT SYSTEM:		
8..1	<ul style="list-style-type: none"> The Service Provider shall be responsible for the management of the back office which will include inter alia: <ul style="list-style-type: none"> (i) a helpdesk, (ii) call centre, and (iii) administrative processes. 		
		COMPLY	
		YES	NO
8.3	<ul style="list-style-type: none"> The Service Provider shall appoint at its own costs local personnel for the back-office and call centre. 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 a daily basis. 		
8.4	<ul style="list-style-type: none"> The Service Provider shall provide the necessary training to the personnel mentioned in paragraph 8.2. 		
8.5	<ul style="list-style-type: none"> The Service Provider shall give the necessary training to the relevant personnel employed by the client on the traffic contravention system if another contravention system other than the one in use by the client is to be used. 		
8.6	<ul style="list-style-type: none"> The Service Provider shall supply its own hardware including computers and printers for the back office and also for 		

	verification and adjudication purposes.		
8.7	<ul style="list-style-type: none"> 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. 		
8.8	<ul style="list-style-type: none"> The Service Provider shall be responsible for the capturing of locations, charge codes, charge sheets, officer details, etc; if another contravention system other than the one currently in use by the Client is to be used. 		
8.9	<ul style="list-style-type: none"> The contravention system shall have an eNATIS interface for the downloading of details of the registered owners of offending vehicles. 		
8.10	<ul style="list-style-type: none"> The contravention system shall comply with the local authority rules determined by the client. 		
8.11	<ul style="list-style-type: none"> The contravention systems shall be able do housekeeping on section 341 notices, section 54 summonses and warrants of arrest in terms of the Director Public Prosecution's Western Cape directive. 		
8.12	<ul style="list-style-type: none"> The Service Provider shall be responsible for its own server. 		
8.12.1	<ul style="list-style-type: none"> The contravention system that the Service Provider uses shall comply with mSCOA (Municipal Standard Chart Of Accounts) when implemented on 1 July 2017. 		
		COMPLY	
		YES	NO
	BACK-OFFICE: CONTRAVENTION SYSTEM CONTINUES		
8.13	<p>The successful Bidder shall be responsible for the purchasing of the following forms:</p> <ul style="list-style-type: none"> Section 341 camera notices. Second notices. Section 54 summonses. Representation letters. Warrant of arrest letters. Warrants of arrest. Forms required in terms of the Administration Adjudication of the Road Traffic Offences Act, Act 46 of 1998 (AARTO) when the said act come into force in the Province of the Western Cape. <p>* NB: SOME CONTRAVENTION SYSTEMS GENERATE ITS OWN ELECTRONC CAMERA MAILERS, SECOND NOTICES, REPRESENTATION LETTERS, WARRANT LETTERS AND RECEIPTS. INDICATE THIS IN TENDER DOCUMENT.</p>		
		COMPLY	
		YES	NO
8.14	<p>The back office shall be responsible for the printing of the following notices and forms for camera offences:</p> <ul style="list-style-type: none"> Section 341 notices (camera mailers). Second notices. All control documents. All court registers. All warrants of arrest registers. Section 54 summonses. Representation letters. Warrants of arrest letters. 		
8.15	<ul style="list-style-type: none"> The Service Provider shall be responsible for the function of the changing of offenders, re-direction of fines and the capturing of representations and representation results. 		
8.16	<ul style="list-style-type: none"> The Service Provider shall be responsible for the verification and adjudication of camera offences. 		
8.17	<ul style="list-style-type: none"> The Service Provider shall be responsible for the whole function 		

	of the postage of all notices to offenders.		
8.18	<ul style="list-style-type: none"> The Service Provider shall develop at least the reports as shown in Annexure "A", of which the client must be able to extract itself, but not limited to such reports. These reports shall be of such a nature that it can be extracted for any given period. The contravention system shall meet the needs of the client. The management and statistical reports shall also be expressed in graph format according to the need of the Client. 		
8.19	<ul style="list-style-type: none"> The Service Provider shall be responsible to activate all payment channels with financial institutions and other institutions e.g. post office, easy pay etc. 		
8.20	<ul style="list-style-type: none"> The agreement shall be reviewed when AARTO is implemented in the Province of the Western Cape and in respect of back-office functions and the fee structure. If no consensus is reached between the two parties, the agreement will be terminated. 		
8.21	<ul style="list-style-type: none"> 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 knowledgeable of the AARTO Act, 46 of 1998 and law enforcement by means of cameras, and it must be in line with the said act when it is implemented in the Western Cape Province. 		
8.22	<ul style="list-style-type: none"> The contravention system must provide record of habitual offenders. 		
8.23	<ul style="list-style-type: none"> 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 the agreement has lapsed. 		
8.24	<ul style="list-style-type: none"> All back-office personnel of the client shall have access to the contravention system for camera offences. 		
8.25	<ul style="list-style-type: none"> Section 54 summonses shall be printed in systematic numeric sequence order. 		
8.26	<ul style="list-style-type: none"> Receipts shall be system generated. 		
8.27	<ul style="list-style-type: none"> The system shall furthermore extract notices for summonses in order of the offence dates. Notices for older offences to be printed before the newer offences. The same apply to the case numbers generated and shall appear as such on control lists and court rolls. 		
8.28	<ul style="list-style-type: none"> Warrants shall be printed in systematic numeric sequence order. The same apply to the case and warrant numbers. 		
		COMPLY	
		YES	NO
8.29	<ul style="list-style-type: none"> The system shall furthermore extract warrants in order of the offence date. Notices for older offences to be printed before the newer offences. The same apply to the case numbers generated and warrant numbers and shall appear as such on control lists and warrant registers. 		
9.	PRICE STRUCTURE:		
	<ul style="list-style-type: none"> The Service Provider will be paid at a flat rate only on paid camera offences in terms of the TCSP guidelines from the date the agreement is signed and with regards to offences captured with the successful Service Provider's equipment. The Service Provider shall tender for two prices namely: Camera fines paid and dealt with in terms of the Criminal Procedure Act, 51 of 1977. 		

	<ul style="list-style-type: none"> • Camera fines dealt with in terms of AARTO Act, 46 of 1998 if AARTO is implemented in the Western Cape Province. • For the purpose of this section, finalised cases refers to traffic offences that have been paid in full, irrespective whether the case has been reduced or not. • A phasing out period of eighteen (18) months shall apply for the payment of outstanding fines, calculated from the first day after the expiry date of the agreement. The Service Provider shall for this period allow the Client to have access to its contravention system. During this period, payments shall be accepted by the Client and representations shall also be done. The Service Provider shall be entitled to a service fee on paid fines as per the original agreement. • The Service Provider shall within ten (10) days after the end of each month submit separate reports for the payment of cameras fines and third (3rd) party payments to the Client. The invoices (camera payments and third (3rd) party payments shall be separated for payment purposes. 		
10	RESPONSIBILITY OF GEORGE MUNICIPALITY:		
	<ul style="list-style-type: none"> • George Municipality shall be responsible to provide the Service Provider with office space to perform its function for the duration of the agreement in as far as it's reasonably possible. The Service Provider shall be responsible for the payment of monthly rental fees for such office space and for other services. These fees shall be determined by the client. Proof of such payments shall on a monthly basis be submitted to the Client. • The Client shall be responsible for law enforcement with the mobile equipment and provide Traffic Officers to perform these duties and these cameras shall be deployed optimally on a daily basis depending on the weather conditions and other operational requirements. • The Client shall be responsible for the filing of documents related to camera offences. • The Client shall provide the Service Provider with an internal telephone line for communication between the Back-Office personnel of the Client and the Back-Office personnel of the Service Provider. • The Municipality will be responsible for the payment of third (3rd) party payments. • Execution of warrants. • The Client shall determine the deployment hours and days of mobile cameras and in terms of overall operational requirements and capacity of the Client. 		
11	NONE COMPLIANCE:		
	Failure to adhere to the conditions of the specifications shall result that the Service Provider incur penalties a set out in the Service Level Agreement.		
12	REQUIREMENTS IN TERMS OF LEGISLATION		
	This tender is subject to changes and shall be reviewed if it is required in terms of new legislation or amendments to such legislation(s) which impacts upon the terms and conditions of the tender. The Service Provider will then be consulted.		
	<u>DELIVERY ADDRESS:</u>		
	George Municipality Civic Centre York Street GEORGE		

ANNEXURE "A"**TYPE OF REPORTS**

Indicate compliance as Yes or No in the relevant columns with "X" in all columns.

1.	SUMMARISED STATISTICAL REPORTS CONTAINING:	YES	NO
1.1	Total number of speed offences (successful violations) with monetary value.		
1.2	Total number of speed offences (unsuccessful violations) with monetary value.		
1.3	Total number of fines paid: <ul style="list-style-type: none"> • On first notice. • On second notice. • On summons. • On warrant. 		
1.4	Success rate of fines paid on first and second notice		
1.5	Success rate of fines paid on first and second notice		
1.6	Success rate of fines paid at warrant stage		
1.7	Total number of representations made.		
1.8	Total number of first or second notices withdrawn plus monetary value.		
1.9	Total number of first or second notices reduced plus monetary value.		
1.10	Total unsuccessful representations on first or second notice plus monetary value.		
1.11	Percentage of representations that was withdrawn, reduced or was unsuccessful and the name of the person who made a decision on representations shall be reflected on reports.		
1.12	Total number of summonses printed		
1.13	Total number of summonses served		
1.14	Total number of fines reduced at summons stage plus the monetary value of fines reduced		
1.15	Total number of fines withdrawn at summons stage plus the monetary value of fines withdrawn		
1.16	Total number of warrants printed plus monetary value.		
1.17	Total number of warrants executed plus monetary value		
1.18	Total number of warrant cancelled plus monetary value		
1.19	Total number of warrant not executed plus monetary value		
1.20	Total number of contempt of court payments plus the contempt of court amounts paid.		
1.21	The date on which the first and second notices were posted.		
1.22	All reports, including the detailed reports must be presented in graph form and shall also compare the statistics on a monthly basis		
1.23	Un-finalised cases report.		
1.24	Finalised cases report.		
1.25	Month end statistics report.		
1.26	Offence per vehicle type report.		
1.27	Court statistics report.		
2.	DETAILED REPORTS		
2.1	All notices paid report which must contain the following information: <ul style="list-style-type: none"> • Notice number. • Date of offence. • Date of payment. • Fine amount. • Amount paid. • Method of payment. • Grand total of fines paid and the fine amount paid. 		

2.2	<p>Representation report which must contain the following information:</p> <ul style="list-style-type: none"> • Notice number. • Date of offence. • Fine amount. • Offender's initials and surname and identity number. • Vehicle registration number. • Date of registration of representation. • Representation result date. • Each notice shall show the outcome of the representation such as fine reduced, fine withdrawn and unsuccessful. • The grand totals of the different representation results. • The change of offenders (re-direction of fine) may also form part of this report. 		
2.3	<p>Summons report which shall contain the following information:</p> <ul style="list-style-type: none"> • Notice number. • Case number. • Fine amount. • Date of offence. • Offender's initials and surname and identity number. • Vehicle registration number. • Date summons was printed. • Date summons was served. • Type of summons service • Court date. 		
2.4	<p>Warrant of arrest report which shall at least contain the following information:</p> <ul style="list-style-type: none"> • Notice number. • Case number. • Warrant number. • Case result codes to be used after Magistrate has made a finding in court. • Initials and surname of the offender. • Date warrant was authorised. • Warrant of arrest status report to indicate the status of the warrant. • Date warrant was printed. • Date warrant was executed. • Fine amount and their grand totals. • Contempt of court amount and their grand total. • Warrant execution status: e.g. Arrested or fine paid 		
2.5	<p>An additional report with regards to warrants shall be made available which must at least contain the following information:</p> <ul style="list-style-type: none"> • Notice number. • Warrant number. • Date of payment. • Court date. • Fine amount per notice paid plus grand total. • Contempt of court amount per notice paid plus grand total. 		
2.6	<p>Camera production report which must at least contain the following information:</p> <ul style="list-style-type: none"> • Serial number of camera. • Type of camera (mobile of fixed) • Offences recorded per camera. • Operational hours per camera. • Grand total of hours cameras were operational and the offences. 		

EVALUATION CRITERIA MEASUREMENTS
SPEED AND RED-LIGHT VIOLATION CAMERAS

Pre –Qualification of tenderers

- a) Tenders will be pre-evaluated on the criteria as set out under.
- b) The pre –qualification has two parts, part one deal with past experience of the company and his staff, part two deals with the practical demonstration (presentation). Bidders must score 60% (18 out of 30) in part one (past experience of the company and his staff) to be considered for the presentation.
- c) Bidders that score less than **30 out of 50 points** for the functionality criteria will be regarded as submitting a non-responsive tender and will not be evaluated on price and preference points.
- d) Unclear or incomplete information provided will result in no points being allocated.
- e) The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation.
- f) Bidders must therefore ensure that all relevant information is provided.
- g) The following criteria will be used to calculate points for functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

Schedule	Technical Criteria	Weight
1	Project Management (Does the company has a suitably qualified project manager)	5
2	Tools, Resources and Equipment (Does the company have the latest technological equipment? Frist date of manufacturing of equipment. Must be brand new cameras. (SANS 1795 Approved as stipulated in TCSP guidelines for speed-and red light violation prosecutions))	5
3	Relevant Experience of the Company	5
4	Technical and Qualifications:(How many working experience does the technical overall have)	5
5	Contravention Sytem (How many years is the system in operation?)	5
6	Reference	5
7.	PRACTICAL DEMONSTRATIONS (AS PER TENDER SPECIFICATIONS)	20
TOTAL		50

Criteria 1: Relevant experience of the Project Management of the Company

Please note that this section refers to the company’s Project Managers Experience.

A. PROJECT MANAGEMENT: DOES THE COMPANY HAS A SUITABLY QUALIFIED PROJECT MANAGER (Annexure, Attached proof			
EXCELLENT(5)	GOOD (3)	FAIR (2)	POOR (1)
More than 10 years experience	10 years and less but more than 5 years	5 years and less but more than 3 years	3 years and less

Criteria 2: Relevant Tools, Resources and Equipment of the Company

.Please note that this section refers to the company’s tools, resources and equipment relevant to this project.

B. TOOLS, RESOURCES AND EQUIPMENT: DOES THE COMPANY HAVE THE LATEST TECHNOLOGICAL EQUIPMENT? FIRST DATE OF MANUFACTURING OF EQUIPMENT. MUST BE BRAND NEW CAMERAS. (SANS 1795 Approved as stipulated in TCSP Guidelines for speed- and red light violation prosecutions) Annexure B			
EXCELLENT (5)	GOOD (3)	FAIR (2)	POOR (1)
Technology 1year and less	Technology more than1year and less than 3 years	Technology 3 years and more but less than 5 years	Technology 5 years and more

Criteria 3: Relevant experience of the Company’s

Please note that this section refers to the company’s past experience.

C. EXPERIENCE Annexure C			
EXCELLENT (5)	GOOD (3)	FAIR (2)	POOR (1)
More than 10 years	Between 5 and 10 years	Between 5 and 3 years	Below 3 years

Criteria 4: Relevant experience of the Technicians of the Company

Please note that this section refers to the company’s technicians past experience.

D. TECHNICIANS AND QUALIFICATIONS: HOW MANY WORKING EXPERIENCE DOES THE TECHNICIANS OVERALL HAVE? Annexure D			
EXCELLENT (5)	GOOD (3)	FAIR (2)	POOR (1)
More than 10 years	10 years and less but more than 5 years	5 years and less but more than 3 years	3 years and less

Criteria 5: Relevant experience of the Company’s Contravention system

Please note that this section refers to the company’s contravention system past experience.

E. CONTRAVENTION SYSTEM: HOW MANY YEARS IS THE SYSTEM IN OPERATION? Annexure E			
EXCELLENT (5)	GOOD (3)	FAIR (2)	POOR (1)
More than 10 years	Between 5 and 10 years	Less than 5 years but more than 3 years	Less than 3 years

Criteria 6: Relevant References of the Company

A maximum of 5 points will be awarded. Please note that this section refers to the company’s contravention system past experience.

In order to claim points, bidders must submit, with the tender document, **details of at least three (3) contacable Speed and Red-light violation camera** references from businesses to which the required services have been provided to.

These references must not be older than five years. If the references are unable/unwilling to provide information on past performance or relevant experience, no point will be awarded for that particular reference. Points will be awarded by contacting three (3) referenced Employers/Clients in the sequence provided who will answer five (5) questions each. One (1) point will be awarded for every “yes” answer or positive answer given and zero points for every “no” or negative answer given.

The following questions will be asked to references :

Encircle the answer, plus confirm the answer in the response section with your comments please.

Question	Response
1. Was the work completed within the contractual time frame	Yes/No Comments
2. Was the budget and cash flow managed satisfactorily?	Yes/No Comments
3. Did the Contractor comply with Quality and Contract Management requirements?	Yes/No Comments
4. Did the Contractor comply with the Occupational Health and Safety regulations?	Yes/No Comments
5. Where you satisfied with the performance?	Yes/No Comments

G. PRACTICAL DEMONSTRATIONS (AS PER TENDER SPECIFICATIONS)			
G1. LIVE EXTRACTION OF REPORTS			
EXCELLENT (5)	GOOD (3)	FAIR (2)	POOR (1)
G2. LIVE DEMONSTRATION OF MOBILE CAMERA(S)			
EXCELLENT (5)	GOOD (3)	FAIR (2)	POOR (1)
G3. LIVE DEMONSTRATION OF OUTSTANDING FINES AND OR WARRANT WITH ANPR SYSTEM			
EXCELLENT (5)	GOOD (3)	FAIR (2)	POOR (1)
G4. LIVE DEMONSTRATION OF HANDHELD SCANNERS			
EXCELLENT (5)	GOOD (3)	FAIR (2)	POOR (1)
TOTAL POINTS (A-G)			50

ANNEXURE A
PROPOSED KEY PERSONNEL (PROJECT MANAGEMENT)

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

SCHEDULE OF INFRASTRUCTURE AND RESOURCES

This schedule is compulsory to complete!

Provide information on the following:

Infrastructure and resources available

Physical facilities

Description	Address	Area (m ²)

Equipment

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

Description : Equipment owned and available	Number of units
Description : Vehicles owned and available	Number of
Description : Computer Hardware owned and available	Number of units
Description : Software to be Used	Number of units

RELEVANT EXPERIENCE OF THE COMPANY

The information provided below is required to comply with the minimum requirements and is therefore deemed to be material to the award of the Contract.

COMPLETED CONTRACTS				
Employer/Client, Contact Person Telephone Number Email address	Consultant Company, Contact Person Telephone Number Email address	Nature of Work	Value of Work (Incl. VAT)	Start & Completion Date Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration

The tenderer shall insert in the spaces provided below a list of current awarded projects.

CURRENT CONTRACTS				
Employer /Client, Contact Person Telephone Number Email address	Consultant Company, Contact Person Telephone Number Email address	Nature of Work	Value of Work (Incl. VAT)	Start & Expected Completion Date Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration
Employer / Client Contact Person Telephone Number Email address	Consultant Company Contact Person Telephone Number Email address			Start Completion Duration

Signed

Date

Name

Position

Tenderer

ANNEXURE D
PROPOSED KEY PERSONNEL (TECHNICIANS)

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

ANNEXURE E
CONTRAVENTION SYSTEMS

**Other Documents Required For Tender
Evaluation**

Written Proof of Tenderers Contravention System

ANNEXURE F

References

This schedule is compulsory to complete!

These references must not be older than five years. If the references are unable/ unwilling to provide information on past performance or relevant experience, no point will be awarded for that particular reference. Points will be awarded by contacting three (3) referenced Employers/Clients in the sequence provided who will answer five (5) questions each. One (1) point will be awarded for every “yes” answer or positive answer given and zero points for every “no” or negative answer given.

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

_____ Date

_____ Signature of Tenderer

PRICING SCHEDULE

ITEM	DESCRIPTION	PRICE
1.	Price Per Paid Fine	R
2.	Cost Per Third Party Payment	R

THE TENDER OFFER

I/We

Mr/Mrs/Messrs _____

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

I/we agree that this offer shall remain valid for a period of 120 days commencing from the closing date and time of this tender.

I/we further agree that:

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

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

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

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

Physical Address: _____

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

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

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

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

Name: _____

Signature: _____

Date: _____

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

ACCEPTANCE

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

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

Name: **MR T BOTHA**

Signature: _____

Capacity: **MUNICIPAL MANAGER**

Date: _____

For the Employer:

**GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

TAX CLEARANCE CERTIFICATE

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 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 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.
- 3 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.
- 4 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.
- 5 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.
- 6 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 7 Copies of the TCC 001 "Application for a Tax Clearance" form are available from any SARS branch office nationally or on the website: www.sars.gov.za.
- 8 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.

DECLARATION OF INTEREST

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

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

	<p>Name of person / director / trustee / shareholder / member: </p> <p>Name of state institution at which you or the person connected to the bidder is employed: </p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>					
3.13	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p>	YES / NO				
3.13.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member: </p> <p>Name of state institution at which you or the person connected to the bidder is employed: </p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>					
3.14	<p>Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</p>	YES / NO				
3.14.1	<p>If yes, furnish particulars: </p> <p>.....</p>					
<p>4. Full details of directors / trustees / members / shareholders:</p> <p>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</p> <table border="1"> <thead> <tr> <th>Full Name</th> <th>Identity Number</th> <th>Individual Tax Number for each</th> <th>State Employee Number (where</th> </tr> </thead> </table>			Full Name	Identity Number	Individual Tax Number for each	State Employee Number (where
Full Name	Identity Number	Individual Tax Number for each	State Employee Number (where			

		Director	applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

POINTS

1.3.1.1 PRICE

90

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

10

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;

- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?
 YES / NO (delete which is not applicable)
- 8.1.1 If yes, indicate:
 - (i) what percentage of the contract will be subcontracted?
%
 - (ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?
.....

(iv) whether the sub-contractor is an EME?
YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :.....

9.2 VAT registration number :.....

9.3 Company registration number
:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated
Registered Account Number
Stand Number

9.8 Total Number of YEARS the Company has been in business?
.....

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

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

.....
SIGNATURE(S) OF BIDDER(S)

.....
DATE

SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN
ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;

 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
 - ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER NUMBER: COM 017/2016 – SUPPLY , MAINTENANCE , REPAIR AND CALIBRATION OF DIGITAL SPEED AND RED – LIGHT VIOLATION CAMERAS AND THE ADMINISTRATION OF A BACK OFFICE FOR A PERIOD OF THREE(3) YEARS.

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

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

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

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

.....
Signature Date

.....
Position Name of Bidder

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the George Municipality's Supply Chain Management Policy, Clause 28 (i) (c) (ii).

Tender Number: COM017 /2016
Name of the Bidder: _____

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

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

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

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

I, _____, the undersigned,

(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

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

at _____ on the _____ day of _____ 2016

PLEASE NOTE:

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

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

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions:

1. The following terms shall be interpreted as indicated:

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

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

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

3. General:

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

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

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

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

7. Performance security:
 - 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
 - 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
 - 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
 - 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date

of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing:

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents:
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.
11. Insurance:
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation:
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services:
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.
14. Spare parts:
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty:

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

16. Payment:

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

17. Prices:

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

18. Variation orders:

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract,

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

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

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

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

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

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

22. Penalties:

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum

calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default:

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name

has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Counter-Vailing duties and rights:

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

25. Force Majeure:

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency:

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

27. Settlement of disputes:

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence

with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language:

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

30. Applicable law:

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

31. Notices:

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties:

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33. Transfer of contracts:
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
34. Amendment of contracts:
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35. Prohibition of restrictive practices:
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.