

# MAGARENG LOCAL MUNICIPALITY



## Project Description:

**REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

**BID NO: COMM03/2022/23**

**BIDDER:**

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**AMOUNT:**

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**CLOSING DATE:** 14 APRIL 2023

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**CLOSING TIME:** 12:00 pm

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### **ISSUED BY:**

Mr Tumelo Thage  
Acting Municipal Manager  
Magareng Municipality  
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Magrieta Prinsloo Street  
Warrenton  
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**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

<b>CONTENTS</b>		<b>PAGE</b>
<b>SECTION 1 – TENDERING PROCEDURES</b>		
1.1	TENDER NOTICE AND INVITATION TO TENDER	4
1.2	CHECKLIST OF MANDATORY DOCUMENTS	6
1.3	TENDER CONDITIONS AND INFORMATION	7
1.4	GENERAL CONDITIONS OF CONTRACT	12
1.5	FUNCTIONALITY REQUIREMENTS	20
1.6	TERMS OF REFERENCE	21
<b>SECTION 2 – RETURNABLE MBD DOCUMENTS AND SCHEDULES</b>		
2.1	RETURNABLE MBD DOCUMENTS	
2.1.1	MBD1: BID FOR REQUIREMENTS OF MAGARENG MUNICIPALITY	41
2.1.2	MBD2: TAX CLEARANCE CERTIFICATE REQUIREMENTS	43
2.1.3	MBD3.1: PRICING SCHEDULE – FIRM PRICES	44
2.1.4	MBD4: DECLARATION OF INTEREST	45
2.1.5	MBD6.1: PREFERENCE POINT CLAIM FORM	48
2.1.6	MBD6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	52
2.1.7	MBD7.1 CONTRACT FORM - PURCHASE OF GOODS/WORKS	55
2.1.8	MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	57
2.1.9	MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	59
2.2	RETURNABLE SCHEDULES	
2.2.1	PROOF OF CSD REGISTRATION	62
2.2.2	TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN	63
2.2.3	PROOF OF CURRENT MUNICIPAL RATES, TAXES AND CHARGES	64
2.2.4	CERTIFIED COPIES OF IDENTITY DOCUMENTS OF MEMBERS/ SHAREHOLDERS / DIRECTORS OF THE COMPANY (ORIGINAL STAMP NOT OLDER THAN 3 MONTHS)	65
2.2.5	VALID CIPC DOCUMENTS / COPIES OF COMPANY REGISTRATION DOCUMENTS	66
2.2.6	BBBEE CERTIFICATE	67
2.2.7	PROOF OF COIDA & UIF COMPLIANCE	68
2.2.8	JOINT VENTURE AGREEMENT (IF TENDERER IS A JOINT VENTURE)	69

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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<b>CONTENTS</b>		<b>PAGE</b>
2.2.9	RECORD OF ADDENDA	70
2.2.10	PROPOSED AMMENDMENTS AND QUALIFICATIONS	71
2.2.11	EXPERIENCE OF TENDERING ENTITY IN SIMILAR WORKS	72
2.2.12	MOBILE CAMERA & BACK-OFFICE SUPPORT	73
2.2.13	METHODOLOGY	74
<b>SECTION 3 – PRICING</b>		
3.1	PRICING INSTRUCTIONS	75

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

## **1.1: TENDER NOTICE AND INVITATION TO TENDER**

Magareng Local Municipality hereby invites tenders in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003 for the following services:

No	Project	BID No	Functionality Criteria	Closing Date
1	Request for Proposals for the Installation, Implementation, Operation, Support and Maintenance of an Advance Traffic Contravention Management System with Revenue Enhancement Processes for a Period of 36 months	COMM03/2022/23	Experience of Tendering Entity in Similar Works	40
			Mobile camera & back-office support	40
			Methodology	20
			<b>Max Possible Points</b>	<b>100</b>

Tender documents are to be completed in black ink and in accordance with the conditions and rules contained in the bid documents. Tender documents shall be available at Magareng Local Municipality Offices, Magrieta Prinsloo Street, Warrenton, 8530 on the **24 March 2023** until **14 April 2023** upon the payment of a non-refundable document fee of **R 1500 for each document** during office hours from 08h00 – 13:00 on weekdays or on the e-tender website or municipal website for free.

The completed Tender documents must be placed in the Tender Box, situated at the main reception area of Magareng Local Municipality, Magrieta Prinsloo Street, Warrenton, 8530, no later than **14 April 2023 at 12h00**. Details of all bids received will be posted on the municipal website ([www.magareng.gov.za](http://www.magareng.gov.za)).

Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 month and must not be in arrears for more than 3 months at the tender closure date.

Telephonic, facsimile, email and/or late bids will not be accepted. Bids must be valid for a period of ninety (90) days after the closing date of the bid. The tender will be evaluated in terms of the 80/20 preference points system of which 80 points will be for price and 20 points for specific goals (HDI and Locality) as illustrated below.

SPECIFIC GOALS	
B-BBEE (10)	Locality (10)

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points for HDI</b>	<b>Locality</b>	<b>Number of Points for Locality</b>
1	10	Within the boundaries of Magareng Local Municipality	10
2	9		
3	7	Within the boundaries of Northern Cape District / Frances Baard District	5
4	6		
5	4		
6	3	Within the boundaries of Northern Cape	2
7	2		
8	1	Outside the boundaries of the Northern Cape or failure to provide proof	0
Non- compliant contributor	0		

Only tenderers that score above the minimum threshold of **70%** of the maximum points for Quality will be considered. Magareng Local Municipality reserves the right not to accept the lowest bid or to award a contract to the bidder scoring the highest number of points.

There will be no briefing session. For SCM related enquiries please contact, Ms Chrystal Kruger, at telephone number 053 497 3111, [cckruger29@gmail.com](mailto:cckruger29@gmail.com) and for technical related enquiries Howard Bogacwi at 053 497 3111, [bogacwih@gmail.com](mailto:bogacwih@gmail.com) during office hours from 08h00 to 16h00.

Issued by  
Mr Tumelo Thage  
Acting Municipal Manager

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

## 1.2: CHECKLIST OF MANDATORY DOCUMENTS

NO	ITEM	CONTRACTOR TICK OFF
1	Local Content	
2	Invitation to Bid MBD 1	
3	Declaration of Good Standing Regarding Tax MBD 2	
4	Pricing Schedule – Firm Prices(Purchases) MBD 3.1	
5	Declaration of interest MBB 4	
6	Preference points claim form MBB 6.1	
7	Declaration Certificate for Local Production and Content for Designated Sectors MBD 6.2	
8	Contract Form – Purchase of Goods / Works MBD 7.1	
9	Declaration of Bidder's Past Supply Chain Management Practices MBB 8	
10	Certificate of Independent Bid Determination MBD 9	
11	Proof of CSD Registration	
12	Tax Clearance Certificate or Tax Compliance Status Pin Issued.	
13	Municipal account	
14	Certified copy of Identification Document of Directors and/or Members.	
15	Certified copy of Certificate of Tenderer's Certified B-BBEE Status Level of Contributor	
16	Proof of COIDA & UIF compliance	
17	Joint Venture Agreement (if the tenderer is a joint venture)	
18	Record of Addenda	
19	Proposed Amendments and Qualifications	
20	EXPERIENCE OF TENDERING ENTITY IN SIMILAR WORKS	
21	MOBILE CAMERA & BACK-OFFICE SUPPORT	
22	METHODOLOGY	

## 1.3: TENDER CONDITIONS AND INFORMATION

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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**1. General and special conditions of contract**

The general conditions of contract (GCC) as well as special conditions of contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

**2. Acceptance or Rejection of a tender**

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept part of it. The municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points. The municipality reserves the right to waive any requirements as contained in the bid conditions and or specifications.

**3. Validity Period**

Bids shall remain valid for ninety (90) days after the tender closure date.

**4. VAT**

Price(s) quoted must be firm and must be inclusive of VAT.

**5. Registration on central supplier database**

It is expected of all prospective service providers who are not yet registered on the central supplier database to register without delay on the prescribed form. The municipality reserves the right not to award tenders to prospective suppliers who are not registered on the database.

**6. Completion of Tender Documents**

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Failure to do so will result in the disqualification of the tender.
- b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- c) The complete tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

**7. Compulsory Documentation**

**7.1 Tax Clearance Certificate**

- a) A copy of a Tax Compliance Status Pin or a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.
- c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

**7.2 Municipal Rates, Taxes and Charges**

- a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 month and must not be in arrears for more than 3 months at the tender closure date.
- b) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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- c) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (d)
- d) Conditions for Lease agreement;
  - i. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
  - ii. Lessor's Company name and must appear on both the Lease Agreement and the Municipal Statement Account.
  - iii. The Lessee's Entity name must appear on the Lease Agreement

**8. Compulsory statutory supporting documents**

- a) Certified copies of Identity Documents of members / shareholders / directors of the company (original stamp not older than 3 months).
- b) Valid CIPC documents / copies of company registration documents.
- c) Declaration of interest forms duly completed (MBD documents).
- d) General conditions of contract must be properly signed.
- e) Local content documents to be complete (when applicable)

**9. Conditions**

Comply with conditions as specified in the Bid documents and / or specification documents.

**10. Quotation**

- a) Specifications must be disclosed on the quotation.
- b) Quotation must be properly signed and must be on the company's letterhead.

**11. Site / Information Meetings**

- a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

**12. Samples**

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

**13. Quantities of Specific Items**

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

**14. Submission of Tender**

- a) The completed Tender documents must be placed in the Tender Box, situated at the main reception area of Magareng Local Municipality, Magrieta Prinsloo Street, Warrenton, 8530.
- b) Faxed and late tenders will not be accepted.

**15. Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

**16. Contact with Municipality after Tender Closure Date**

Bidders shall not contact Magareng Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the attention of Magareng Local Municipality, it should do so in writing. Any effort by the firm to influence Magareng Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

**17. Opening, Recording and Publications of Tenders Received**

- a) Details of all bids received will be posted on the municipal website ([www.magareng.gov.za](http://www.magareng.gov.za)).
- b) Faxed and late tenders will not be accepted.



**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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**18. Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

**19. Procurement Policy**

Bids will be evaluation in terms of the 80 (price) /20 (B-BBEE status) preferential point system. Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

**20. Contract**

The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

**21. Subcontracting**

- a) The service provider shall not subcontract the whole of the Contract.
- b) Except where otherwise provided by the service provider, the service provider shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- c) The contractual relationship between the service provider and any subcontractors selected by the service provider in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the service provider had appointed the subcontractor in terms of paragraph (b) above.
- d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the service provider from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the service provider, his agents or employees.

**22. Language of Service Provider**

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

**23. Extension of Contract**

The contract with the successful bidder may be extended on the basis of performance with a period not exceeding 15% of the original contract.

**24. Wrong Information Furnished**

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

**25. Past Practices**

- a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.
- c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favor, hospitality or any other benefit in any improper way, with this or any past tender.

**26. Validity of BEE certificates:**

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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- a) **If the certificate was issued by a verification agency the following must be on the face of the certificate:**  
SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.
- b) **If the certificate was issued by registered auditors approved by IRBA**  
Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an certified copy of the original.

**FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED**

**27. Letter of Good Standing from the Commissioner of Compensation**

- a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.
- b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.
- c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.
- f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

**28. Authorized Signatory**

- a) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

**29. Negotiations**

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

**30. SABS Approved**

Product must be SABS approved.

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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**31. In the case of a Trust, Consortium or Joint venture the following will apply:**

- i) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;
- ii) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;
- iii) The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.
- iv) All members of the Trust, Consortium or Joint venture must submit, with the bid documents:
  - a) A valid tax clearance certificate or SARS tax pin, individually;
  - b) an agreement that clearly provides clarity of Profit and liability sharing; and
  - c) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement.
- v) For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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## **1.4: GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

- i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

### **TABLE OF CLAUSES**

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

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

<b>General Conditions of Contract</b>	
<b>1. Definitions</b>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>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.</p> <p>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 supplies covered by the bid will be manufactured.</p> <p>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.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p>

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	<p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>4. Standards</b>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>5. Use of contract documents and information; inspection</b>	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>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.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>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.</p>
<b>6. Patent rights</b>	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
<b>7. Performance security</b>	<p>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.</p> <p>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.</p> <p>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:</p> <p style="margin-left: 40px;">(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</p> <p style="margin-left: 40px;">(b) an cashier's or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than</p>

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>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.</p>
<b>9. Packing</b>	<p>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.</p> <p>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, specified in SCC, and in any subsequent instruction ordered by the purchaser.</p>
<b>10. Delivery and documents</b>	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
<b>11. Insurance</b>	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 in the SCC.
<b>12. Transportation</b>	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<b>13. Incidental Services</b>	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>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</li> </ul>

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	<p>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.</p> <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
<b>14. Spare parts</b>	<p>14.1 As specified in SCC, 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:</p> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>15. Warranty</b>	<p>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.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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.</p>
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17. Prices</b>	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
<b>18. Contract amendments</b>	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
<b>19. Assignment</b>	<p>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.</p>
<b>20. Subcontracts</b>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.</p>
<b>21. Delays in the supplier's performance</b>	<p>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.</p> <p>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</p>



**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	<p>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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, Provincial department or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 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 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<b>22. Penalties</b>	<p>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.</p>
<b>23.Termination for default</b>	<p>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:</p> <ol style="list-style-type: none"> <li>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;</li> <li>if the supplier fails to perform any other obligation(s) under the contract; or</li> <li>if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</li> </ol> <p>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.</p> <p>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.</p> <p>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 intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.</p> <p>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:</p> <ol style="list-style-type: none"> <li>the name and address of the supplier and / or person restricted by the purchaser;</li> <li>the date of commencement of the restriction;</li> <li>the period of restriction; and</li> <li>the reasons for the restriction.</li> </ol> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited</p>

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	<p>from doing business with the public sector.</p> <p>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.</p>
<b>24. Anti-Dumping and countervailing duties and rights</b>	<p>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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
<b>25. Force Majeure</b>	<p>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.</p> <p>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.</p>
<b>26. Termination for insolvency</b>	<p>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.</p>
<b>27. Settlement of disputes</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ol style="list-style-type: none"> <li>the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>the purchaser shall pay the provider any monies due the supplier.</li> </ol>
<b>28. Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ol style="list-style-type: none"> <li>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</li> <li>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.</li> </ol>
<b>29. Governing language</b>	<p>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.</p>
<b>30. Applicable law</b>	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<b>31. Notices</b>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail</p>

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	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.
<b>32. Taxes and duties</b>	<p>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.</p> <p>32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation Programme (NIPP)</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34. Prohibition of restrictive practices</b>	<p>34.1 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 (or bid rigging).</p> <p>34.2 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 purchase may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 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.</p>

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT I HAVE READ AND UNDERSTOOD THE GENERAL CONDITIONS OF CONTRACT.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**1.5: FUNCTIONALITY REQUIREMENTS**

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**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

<b>Criteria</b>	<b>Maximum Points Claimable</b>
<p><b>1. Experience of tendering entity in Similar Work</b></p> <ul style="list-style-type: none"> <li><b>Contactable reference letters for projects completed in the last three years (20 points)</b> <ul style="list-style-type: none"> <li>1-2 projects completed: 5 points</li> <li>3-4 projects completed: 15 points</li> <li>5+ projects completed: 20 points</li> </ul> </li> <li><b>Indicate bidders overall percentage success rate with the collection of speed fines (20 points)</b> <ul style="list-style-type: none"> <li>Below 40% : 5 points</li> <li>Between 40% and 60%: 15 points</li> <li>Above 60% : 20 points</li> </ul> </li> </ul>	<b>40</b>
<p><b>2. Mobile camera &amp; Back-office support</b></p> <ul style="list-style-type: none"> <li><b>Contactable reference letters for experience in mobile camera &amp; field of back-office support (20 points)</b> <ul style="list-style-type: none"> <li>0 – 3 years. : 5 points</li> <li>3 – 6 years : 15 points</li> <li>6 – 10 years : 20 points</li> </ul> </li> <li><b>Provide details of processes and technologies to be used to ensure payment of fines (20 points)</b> <ul style="list-style-type: none"> <li>0 Vendors : 0 points</li> <li>1 – 3 Vendors : 10 points</li> <li>Above 3 Vendors : 20 points</li> </ul> </li> </ul>	<b>40</b>
<p><b>3. Methodology and implementation:</b></p> <ul style="list-style-type: none"> <li>Detailed Methodology clearly describing the approach to be followed in relation to the scope of work (10 points) <ul style="list-style-type: none"> <li>Poor: 0 points</li> <li>Average: 5 points</li> <li>Good: 10 points</li> </ul> </li> <li>Project implementation plan with timeframes for each activity and milestone (10 points) <ul style="list-style-type: none"> <li>Poor: 0 points</li> <li>Average: 5 points</li> <li>Good: 10 points</li> </ul> </li> </ul>	<b>20</b>

## **1.6: TERMS OF REFERENCE**

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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**1. INTRODUCTION AND BACKGROUND**

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

The Magareng Local Municipality intends to appoint an experienced service provider for the provision of traffic law enforcement equipment, back-office systems and related services. The service provider will be expected to commence preparatory work as soon as the contract is awarded, so as to minimize disruption of services at the date of commencement. This includes the securing of suitable premises, setting up of the service centre, setting up of hardware and software systems, configuring the systems, appointment and training of staff, delivery and setting up of camera systems, preparing for data migration and any other preparatory work that can practically be performed before the commencement date.

The Municipality requires a contravention system for the administration of all camera generated offences. This will encompass the full life-cycle of a camera generated fine from the initial capturing of the offence, through all the legal processes which includes summons serving and court processes, up to the stage where the fine is ultimately finalized.

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

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

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

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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## **2. SCOPE OF WORK**

**The Service Provider must, but not be limited to:**

- Supply at least three (3) mobile digital speed cameras. This equipment must at all times be approved by the South African National Standards (SANS) and the Technical Committee for the Standards and Procedures for Traffic Law Enforcement Equipment (TCSP).
- At all times be responsible for the prompt maintenance, repair and calibration of all equipment irrespective whether it's Magareng Municipality's equipment or not at the cost of the Service Provider.
- Promptly issue calibration certificates for equipment as prescribed in terms of the TCSP guidelines, currently 6 monthly.
- Train all Traffic Officers as operators to operate supplied equipment and issue operator certificates to such Traffic Officers, at the cost of the Service Provider.
- Provide regular refresher training sessions to all operators.
- Supply Magareng Municipality with the latest technological equipment and update it from time to time as advancements are made.
- Be responsible for any damages sustained to Municipal or private property during such installation.
- Be responsible for the cost of issuing a Land Surveyor certificates as prescribed in the TCSP guidelines for the scope alignment of mobile camera.
- Be responsible for the serving of section 54 summonses and the execution of warrants of arrests with due consideration for relevant legislation which regulates these functions. It is the responsibility of the service provider to ensure that it meets the National Prosecuting Authority's requirements regarding serving of summonses as well as the execution of warrants of arrest.
- Provide an expert to testify in court when needed about technical issues with regards to the technical operation of the cameras.
- Supply Magareng Municipality 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.
- Be knowledgeable of the Administrative Adjudication of Road Traffic Offences Act, 46 of 1998 (AARTO) 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.
- Be able to provide sufficient insurance cover against vandalism, damage or losses of equipment at his/her expenses.

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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- Assure up-time of camera equipment with short repair, maintenance and calibration turn-around-time of between twelve (12) to twenty four (24) hours. The cost of the maintenance, calibration and repair will be for the expense of the Service Provider.
- Operate the traffic contravention System independently from Magareng Municipality's I.T. Network.
- Be responsible for the whole function of the postage of all notices to the offender.
- Be responsible to provide office space to perform its functions for the duration of the agreement.
- Be responsible to activate all payment channels with financial institutions and other institutions e.g. post office, easy pay etc.
- At its own cost, ensure the provision of an acceptable backup system.
- The successful service provider will be given access to enatis in order for processing

**3. SERVICE LEVEL AGREEMENT**

The Service Provider will be required to enter into a Service Level Agreement with the Magareng Municipality which will set out the terms and conditions for the services to be rendered. These terms and conditions will be negotiated once the preferred bidder has been identified.

**4. NEGOTIATIONS**

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

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

**5. CONTRACT MANAGEMENT**

The Magareng Municipality will monitor and evaluate the successful service on a monthly basis. The points allocated monthly for the performance range from 1 (poor) to 5 (excellent). If service delivery is less than satisfactory (3 points), the service provider will be informed and instructed to rectify the shortcoming(s) within a said period of time. If the situation is not rectified, further steps may be taken and the contract may be cancelled.

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

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

- Back-up services and support systems available.
- Monthly inspections of equipment.

**6. PRICING**

Prices must be firm for the period of 36 months.

An annual price increase for the subsequent period will be considered.

**7. SPECIAL CONDITIONS**

Each bidder must complete this section. Failure to complete this section will invalidate the bid as incomplete

	SPECIFICATIONS	YES	NO	If "NO" please provide alternative
<b>1. GENERAL OBLIGATIONS</b>				
1.	<b>The bidder shall:</b>			
	Nominate a suitable person based in the Northern Cape to act as "contract manager" with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between the municipality and the contractor.			
	Perform all its duties under the supervision of the Magareng Municipality and in strict compliance with any instruction received from an authorized representative of the municipality.			
	Replace the "contract manager" upon receipt of a written request from the municipality in the event that the municipality is dissatisfied with the performance of the "contract manager".			
	Acknowledge that the municipality retains ownership of the contents of the contractor systems database, including all the images and offence details in respect of each offender and make available to the municipality on request any data or images that may be required for any purpose whatsoever and in the format as requested.			



**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	Acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfil their obligations in terms of the contract, then the parties agree to re-negotiate the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of the Municipality, the only reasonable option is to terminate all or part of the contract, the municipality may unilaterally do so after giving the contractor one month written notice to this effect.			
<b>2. TENDER PRICES, INVOICING AND PAYMENT</b>				
	<b>The bidder shall:</b>			
	Set a fee per paid fine covering all obligations in terms of this contract. A paid fine is considered to be a fine that has been settled by the payment of one fine amount regardless of how many charges were included in the fine.			
	Calculate the monthly fee payable by the Municipality to the contractor by multiplying the number of fine payments recorded on the contractor system in the preceding calendar month with the set fee per paid fine and adding value added tax.			
	Submit to the Manager Community Services on or before the 7th day of each calendar month.			
	A report detailing the fines paid in the preceding calendar month as recorded on the contractor system.			
	A value added tax invoice detailing the fees payable by the Municipality to the contractor in respect of paid fines.			
	<b>Set fee per AARTO infringement uploaded or captured:</b>			
	<b>The service provider shall:</b>			
	Tender a set fee per AARTO infringement successfully captured or uploaded into the NCR covering all the			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	contractor's obligations in terms of AARTO obligations of this contract, except for the cost incurred by the contractor to pay the South African Post Office for the printing and postage of infringements and other documents on behalf of the Municipality, which will be reimbursed separately. The set fee will be payable for every AARTO infringement with a unique number that is successfully captured or uploaded. If more than one infringement appears on the same infringement document, the set fee will be payable in respect of each of those infringements that are successfully captured. An infringement will be considered successfully captured or uploaded when it is accepted by the NCR for further processing. Infringements rejected by the NCR for any reason will not be considered successfully uploaded.			
	Acknowledge that the Municipality will reimburse the contractor in full for the actual cost incurred by the contractor to pay SAPO for any printing and posting of infringements, or other AARTO related documents, on behalf of the Municipality.			
	Submit to the Chief Traffic Officer, on or before the 7th day of each calendar month, a value added tax invoice detailing the fees payable by the Municipality to the contractor together with proof acceptable to the municipality substantiating the fees claimed.			
	<b>CAMERA SERVICES</b>			
	The Municipality requires the contractor to supply, install, commission and maintain, as and when directed by the Chief Traffic Officer:			
	Be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP) and any requirements of the Directorate of Public Prosecutions in the Northern Cape.			
	Mobile camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user friendly set-up procedures.			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	Mobile camera systems shall have sufficient battery capacity to allow operation during an entire shift without recharging.			
	All camera systems shall automatically record and store statistics including, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation, and output the statistics to an integrated management information system.			
	In respect mobile camera systems supplied by the contractor, the contractor shall:			
	Repair any damage to or defect in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera shall be made operational on the relevant site within 24 hours of notification from the Municipality. Replacement cameras must comply with all requirements in terms of this contract.			
	Calibrate the cameras at 6 (six) monthly intervals, or as required by the Director of Public Prosecutions and as published in The Prosecution Guidelines, or at such other intervals as may be required by the Municipality from time to time and ensure that the calibration certificates are provided to the Municipality.			
	Provide camera enforcement/speed warning signs and erect them and maintain them on roadways in strict accordance with the specifications, directions, conditions and timeframes set by the Municipality.			
	Provide on-site field support to the Municipality's employees using the mobile cameras wherever they may be deployed, by rendering any technical assistance that may be required and by downloading images and data in the field as necessary, during the hours that the mobile cameras are used.			
	Provide on-site field support to the Municipality's employees using the mobile cameras wherever they may be deployed, by rendering any technical assistance that			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	may be required and by downloading images and data in the field as necessary, during the hours that the mobile cameras are used.			
	Take out insurance covering damage or loss for any reason of the contractor's cameras and ancillary equipment and maintain such insurance for the duration of this agreement.			
	Establish a processing centre at the Magareng Municipality's Traffic department or another site in the Magareng area that will be agreed upon during the negotiating stage.			
	Upload all camera images and data and capture any additional particulars as may be required to successfully prosecute the offence.			
	Provide facilities and systems for officers of the Municipality to adjudicate every image with its associated data and either accept it as prosecutable, or reject it as non-prosecutable.			
	Ensure that the contractor system "force" each image to be adjudicated by an officer and be capable of identifying the officer responsible for the adjudication.			
	Ensure that the contractor system shall not allow any image to be tampered with, deleted, cancelled or rejected by any person other than the adjudicating officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted or rejected by each adjudication officer with appropriate reasons for rejections.			
	Provide the Municipality with the images and data in a suitable electronic medium to be kept as prime evidence for the prosecution of cases in court as required by applicable legislation.			
	Make available the images and data to the Municipality, or any other party as directed by the Municipality, for inclusion in their internet viewing and payment facility or for any other reason whatsoever.			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	Produce expert evidence in court (either documentary or verbal) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds.			
	Upload statistics gathered by the cameras after every session and make the statistics available to the Municipality in an acceptable format as and when required, including the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation and the 85 <sup>th</sup> percentile.			
	At the end of the contract period, transfer to the Municipality (at no cost to the municipality) the ownership of mobile digital camera and its ancillary equipment that have been in use for longer than 24 (twenty-four) months (2 years).			
<b>CONTRACTOR SYSTEM AND SYSTEMS ARCHITECTURE</b>				
	<b>The service provider shall:</b>			
	Provide and operate a contractor system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977).			
	Provide sufficient hardware in the Service Centre in order to meet its obligations in terms of this agreement and to operate the contractor system at optimal efficiency.			
	Provide sufficient software licenses to the Municipality in respect of the contractor software for the operation of the Municipality's own work stations linked to the contractor system.			
	Provide an on-going program of training for the Client's users of the contractor system to ensure that all users are adequately trained to perform their respective functions on the system.			
	Provide the Municipality with user manuals for the contractor system.			
	Provide proof to the satisfaction of the Municipality that the			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	contractor system has the capacity of processing at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes.			
	Provide proof to the satisfaction of the Municipality that the contractor system is utilized without any major problems in at least one other site in South Africa that is comparable to the Municipality in terms of offence volumes processed and complexity of operations.			
	Provide sufficient technical support and expertise in the Magareng Municipal area to ensure that the contractor system continues to perform optimally, that any technical hardware, software or networking problems are resolved immediately and that enhancements to the contractor system that may be required by the Municipality are implemented without delay.			
	Ensure that the contractor system is web based or is developed for a Microsoft front end.			
	Ensure that the contractor system is compatible with the Municipality's standard Windows 7 system and Windows 10.			
	Acknowledge that if any of the contractor's staff are required to work on Municipal premises, such staff will be treated as Municipality contracting staff who are subject to the Municipality's existing ICT policies and procedures. The contractor must be equipped with workstations that comply with the Municipality's desktop standard and their desktops will be placed and treated as Municipality-managed workstations.			
	Acknowledge that all the data and images on the contractor system belong to the Municipality and shall not be used by the contractor for any purposes other than those provided for in this tender, or specifically sanctioned by the Municipality.			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	Ensure that all the data and images in the contractor system is hosted on Municipal premises and that no off-site copies of the Municipal data are kept without prior permission from the Municipality and that the Contractor employs sufficient security measures to secure the data.			
	Make the data and images in the contractor system available to the Municipality in any manner requested by the Municipality for whatever reason. This could be for the purposes of inclusion on the Municipality's own website, or to make it available to external parties.			
	Ensure that the contractor system does not require any administrator and/or special user access rights to operate on the desktop.			
	Ensure that the contractor system does not require the client firewall to be disabled.			
	Bidders must provide the information requested in the following schedule: - Technical Architecture and Platforms			
	Briefly describe your architecture (where applicable) in terms of the points below:			
	- Desktop only			
	- Desktop/File Server			
	- 2 tier Client/Server			
	- 3 tier Client/Server			
	- A combination of the above if applicable			
	Describe the client type			
	Thick (e.g. 64bit executable / other)			
	System diagram (show servers, workstations and network topology)			
	Application Architecture diagram (show application modules and databases)			
	<b>The above two diagrams maybe combined if appropriate.</b>			
	Thin (e.g. WTS / Citrix / other)			
	Web			
	Any combination of the above, please elaborate in more			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	detail.			
	If thick client, is any framework required (e.g. .NET 4.0)?			
	<b>Deployment / technical support</b>			
	Licensing and Support agreements			
	Describe the software licensing model			
	Describe the envisaged hardware and software maintenance and support arrangements.			
	Backups & Disaster Recovery			
	Provide detailed backup plans for the proposed system.			
	Provide detailed disaster recovery plans for the proposed system.			
<b>BACK OFFICE FOR FINE COLLECTION</b>				
	<b>Establishing a Service Centre</b> <b>The service provider shall:</b>			
	Establish a service center at the Magareng Municipality Traffic offices in Warrenton			
	Implement measures to ensure that the service center operations comply with directives of the Municipality, the Courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures (TCSP).			
	Allow the Municipality to inspect the activities of the service center at any reasonable time to ensure that the contractor is at all times complying with all terms and conditions of this agreement.			
	<b>Staffing, sub-contractors and agents:</b> <b>The service provider shall:</b>			
	Appoint such number of contractor employees as required by the contractor in order to fulfil its obligations in terms of the provisions of this agreement.			
	Provide adequate management expertise and supervision in the service centre to effectively manage all its functions.			
	Ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement.			
	Take sole responsibility for any sub-contractors and agents			



**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	the contractor may appoint to assist in delivering the contractor services and acknowledge that the contractor remains solely responsible for ensuring that the contractor services are rendered in accordance with the terms and conditions of this agreement.			
	<b>Functions to be performed by the Service Centre:</b> <b>The service provider shall:</b>			
	Automatically update the contractor system by importing offence records from camera related offences.			
	Provide suitable document scanning equipment at designated Traffic offices to enable scanning of documents and electronic transmission of the scanned images to the Service Centre for data capturing from the images through the use of a document management system.			
	Capture the camera offences data related to the following within 5 working days of receipt at the Service Centre:			
	Section 341 notices issued			
	Section 54 notices issued			
	Representations received from offenders			
	Representation results			
	Court results			
	Authorization of Warrant of Arrest			
	Name and address changes			
	Change of offender detail			
	Return of Service of summonses			
	Execution of Warrant of Arrest			
	Establish an interface with the e-NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the contractor system accordingly.			
	Establish an interface with the e-NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the e- NaTIS system.			
	Generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary:			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	Section 341 notices (camera mailers) within 30 days of offence date.			
	Notification of No Admission of Guilt Offences within 30days of offence date			
	Notice Before Summons (2nd notice)			
	Warrant of Arrest notices			
	Representation acknowledgement letters			
	Representation result letters			
	General letters			
	Any other documentation required for the successful operation of the Service Centre			
	Ensure that the layout, design and content of any documentation produced by the contractor system and sent out to the general public or the Courts are approved in writing by the Municipality before being printed			
	Include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.			
	Generate, print and process the following Court related documentation per court:			
	Section 54 Summonses			
	Court Rolls			
	Section 341 Control Register			
	Section 54 Control Register			
	Warrant of Arrest Register			
	Any other Court related documentation that may be required by the Courts or the Municipality			
	Provide the Municipality with a facility to draw management information and statistics from the contractor system and/or provide the management information and statistics on request. The statistics should include the following:			
	Detailed analysis of sections 56 and 341 and camera offences showing the number of offences issued per month, values, actual payments, success rates, withdrawn, untraceable, and number of outstanding offences.			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	Comparison of monthly offence volumes.			
	Numbers and value of payments received by the Municipality and income generated.			
	The number and value of fines reduced versus the number and value of fines originally issued.			
	Status of all offences at the various processing stages.			
	Month by month statistical analysis of offences committed per municipal administration area.			
	Representation results showing “proceed”, “withdrawn”, “reduced” separately.			
	Outstanding representation results.			
	Officer statistics and productivity.			
	Detailed analysis of officer errors on handwritten notices.			
	Offenders or vehicles with the most outstanding fines or warrants of arrest (“Top 10 reports”).			
	<b>Number of first appearances per court per month.</b>			
	<b>Number of cases struck off the roll per court per month.</b>			
	<b>Number of withdrawals per court per month.</b>			
	Number of warrants of arrest authorized per court per month.			
	<b>Total revenue accrued per court per month.</b>			
	<b>Number of “double contempt” per court per month.</b>			
	<b>Number of remanded cases per court per month.</b>			
	Any other statistics or reporting that may be required by the Municipality.			
	Ensure that general housekeeping procedures are established and performed in respect of the contractor system including, but not limited to the following:			
	Creating a daily backup of all data and images captured on the contractor system to be made available to the Municipality on request.			
	Creating a weekly full system backup and ensure that it is stored at a secure off-site location as agreed by the Municipality and to be made available to the Municipality on request.			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	Performing system administrator duties such as registering users on the system and assigning user rights.			
	Performing regular, scheduled history runs to remove redundant data from the system.			
	Ensure that the contractor system is fully auditable and able to produce reports and on-screen logs of all activities on the system for each offence, including the time and date of the event, user, activity details, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user.			
	Ensure that the contractor system is capable of controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users.			
	Under no circumstances accept money on behalf of the Municipality except for electronic payments as agreed to by the Municipality.			
	Under no circumstances accept money on behalf of the Municipality except for electronic payments as agreed to by the Municipality.			
<b>OBLIGATIONS IN RESPECT OF INFRINGEMENTS ISSUED IN TERMS OF THE AARTO ACT</b>				
	In the event that the AARTO Act is implemented in the Municipality before, or during the term of this tender, the contractor shall also have the following obligations:			
	In respect of infringements and offences issued in terms of the AARTO Act and Regulations, the Contractor shall:			
	Cooperate with the Municipality to implement AARTO and comply with any reasonable instruction received from officials of the Municipality in this regard.			
	Establish with the assistance of the Municipality a secure network connection and interfaces to the eNaTIS that will allow the contractor to perform AARTO-related transactions on the National Contraventions Register (NCR).			
	Devote sufficient staff and resources and establish			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	sufficient technical infrastructure, which will include workstations (personal computers) for the contractor's eNaTIS users, network connections to the eNaTIS, as well as printing and scanning devices in order to perform its AARTO obligations for the Municipality.			
	Ensure that all its staff who are utilized for AARTO are adequately trained to perform their functions and that those staff that are using the eNaTIS system are, with the assistance of the Municipality, duly registered as eNaTIS users with the correct authorizations and system profiles.			
	Upload all camera infringements and offences from the contractor's Local Contravention Management System (LCMS) to the NCR. Data capturing of camera cases, verification and adjudication by a peace officer will take place on the LCMS. The adjudicated camera infringement data, associated images and thumbnails of the vehicle number plates will be uploaded to the NCR and the infringement numbers returned by the NCR will be recorded against the relevant violations on the LCMS. The contractor will comply with the uploading procedures as prescribed in the relevant AARTO Standard Operating Procedures (SOP's).			
	Perform the following functions in accordance with the relevant SOP's and under the direction of the Municipality:			
	Managing eNaTIS/NCR user administration of contractor users.			
	Managing infringement notice books bulk orders on the NCR.			
	Capturing handwritten infringements (AARTO 01 and AARTO 32).			
	Capturing notices of summons to be issued for offences (AARTO 33).			
	Capturing unattended vehicle notices (AARTO 31).			
	Updating infringements on the NCR.			
	Uploading camera infringements on the NCR.			
	Uploading and scanning of all AARTO documents.			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	Querying infringements.			
	Reprinting infringement documents.			
	Receiving, recording and processing of AARTO elective options applications. Excluding over-the-counter transactions which will be done by the Municipality.			
	<b>Recording offences and their outcomes on the NCR.</b>			
	Establish the interfaces necessary to allow AARTO payments to be taken via the Municipality's cash receipting system and the Municipality's third-party payment agents and for such payments to be validated and recorded on the NCR in real time.			
	<b>Record unacceptable cheques/RD cheques on the NCR.</b>			
	Manage court cases in accordance with the AARTO SOP's and in consultation with the Municipality:			
	Where persons elect to be tried in court.			
	Where cases originate from offences.			
	Record offences on the NCR			
	Allocate courts and court dates.			
	Generate and prepare summonses.			
	Serve summonses through summons servers authorized by the Municipality.			
	Generate and prepare court rolls.			
	Update outcomes of court proceedings on NCR.			
	Record arrests.			
	Print AARTO reports, management information and statistics for the Municipality.			
	Record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP's.			
	Procure from the Government Printer or other suppliers where applicable, all AARTO stationery required by the Municipality, including Infringements Notice books, application forms and pre-printed paper.			
	Keep a sufficient stock of AARTO stationery to fulfil the requirements of the Municipality at all times and make			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	such stationary available to the Municipality as and when requested at no cost to the Municipality.			
	Enter into a Service Level Agreement (SLA) with the South African Post Office (SAPO) for the printing and mailing of all AARTO 03 Infringement Notices on behalf of the Municipality, as well as any other bulk mailing that is required in terms of AARTO.			
	Facilitate the creation of the Municipality's print files on the NCR for downloading to SAPO via the prescribed online interfaces to enable SAPO to print and post infringements and other documents via registered mail, or as prescribed by AARTO SOP's.			
	Make payment to SAPO for any printing and posting of infringements, or other documents, on behalf of the Municipality.			
	Not accept cash payments, deal directly with the public or perform over-the-counter AARTO transactions.			
	In consultation with the Municipality, introduce whatever measures and arrangements may be deemed necessary to ensure the most effective functioning of AARTO in the Municipality.			
	Adapt its AARTO operations to comply with any changes in the AARTO Act and Regulations, or new and amended SOP's that may be introduced.			
<b>TRANSITIONAL ISSUES</b>				
	<b>The service provider shall:</b>			
	Commence preparatory work as soon as the contract is awarded, so as to minimize disruption of services at the date of commencement of the contract. This includes the securing of suitable premises, setting up of the service centre, setting up of hardware and software systems, configuring the systems, appointment and training of staff, delivery and setting up of camera systems, preparing for data migration and any other preparatory work that can practically be performed before the commencement date.			
	Commit to the Municipality that, in the event that a different			

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	service provider is appointed by the Municipality at the end of the contract period, the contractor will remain responsible for all fines still in the contractor system at the expiry date of the contract. The contractor will continue to process those fines in terms of the provisions of this tender until the Municipality decides, in its sole discretion, to terminate the contractor system as it has been "run dry" and it is no longer practical to pursue the remaining fines in the system.			
<b>SPECIFICATIONS OF MOBILE SPEED MEASURING CAMERAS</b>				
	The system must be able to switch or toggle from light motor vehicle speed limits to heavy motor vehicle limits, at a touch of a button.			
	The laser guns must have an acquisition time of 1/3 seconds			
	<b>The Camera systems must be water- and dust proof.</b>			
	Laser guns must have a weather mode included and be able to work in light rain conditions.			
	Individual cameras must be able to operate from a standard video 7.2v battery.			
	Equipment in its carry case must be lightweight for the benefit of female traffic officers (provide mass in kg).			
	Cameras must have sighting scopes with red dot aiming point.			

Name of tenderer: .....Date:.....

Signature:.....Position: .....

Full names of signatory: .....



**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

## 2.1: RETURNABLE MBD DOCUMENTS

### 2.1.1 MBD 1

#### INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAGARENG LOCAL MUNICIPALITY.</b>					
BID NUMBER:	COMM03/ 2022/ 23	CLOSING DATE:	14 April 2023	CLOSING TIME:	12H00
DESCRIPTION	<b>REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
<b>MAGARENG Municipality</b>					
<b>Magrieta Prinsloo Street</b>					
<b>Warrenton</b>					
<b>8530</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Supply Chain Management		DEPARTMENT	Community Services	
CONTACT PERSON	Chrystal Kruger		CONTACT PERSON	Howard Bogacwi	

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

TELEPHONE NUMBER	053 497 3111	TELEPHONE NUMBER	053 497 3111
E-MAIL ADDRESS	cckruger29@gmail	E-MAIL ADDRESS	bogacwih@gmail.com

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
NO ☐ YES ☐
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
NO ☐ YES ☐
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

### **2.1.2 MBD 2**

It is 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 Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete the 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. SARS will furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate PIN number must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za) or at our SCM office.
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za).

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

**2.1.3 MBD 3.1**

**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

NAME OF BIDDER		BID NUMBER	COMM03/ 2022/ 23
CLOSING TIME	12H00	CLOSING DATE	14 APRIL 2023

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

Item no.	Quantity	Description	Bid price in RSA Currency ** (ALL APPLICABLE TAXES INCLUDED)	
			Unit tariff	Total Cost

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

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

**2.1.4 MBD 4**

**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 favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>	
3.1	Full Name of bidder or his / her representative: .....	
3.2	Identity Number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
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 particulars: ..... ..... .....	

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

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

(c) an official or any Municipality or municipal entity;

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

	<p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p><sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.</p>	
3.9	<p>Have you been in the service of the state for the past twelve months?</p> <p style="text-align: right;">YES / NO</p>	
3.9.1	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	
3.10	<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 style="text-align: right;">YES / NO</p>	
3.10.1	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	
3.11	<p>Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <p style="text-align: right;">YES / NO</p>	
3.11.1	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	
3.12	<p>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p style="text-align: right;">YES / NO</p>	
3.12.1	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	
3.13	<p>Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p style="text-align: right;">YES / NO</p>	
3.13.1	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</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> <p style="text-align: right;">YES / NO</p>	
3.14.1	<p>If yes, furnish particulars:</p> <p>.....</p>	

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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4. Full details of directors / trustees / members / shareholders		
Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of the bidder**

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

## 2.1.5 MBD 6.1

PREFERENCE POINT CLAIM FORM
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### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

#### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act,



**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”**

means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20		or	90/10	
Ps = 80	$1 - \frac{Pt - P_{min}}{P_{min}}$	or	Ps = 90	$1 - \frac{Pt - P_{min}}{P_{min}}$

Where

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

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

Non-compliant contributor	0	0
---------------------------	---	---

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted? (*Tick applicable box*)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i. What percentage of the contract will be subcontracted .....

ii. The name of the sub-contractor .....

iii. The B-BBEE status level of the sub-contractor .....

iv. Whether the sub-contractor is an EME or QSE  
(*Tick applicable box*)

YES		NO	
-----	--	----	--

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

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

☐ (Pty) Limited  
[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:** .....

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

**8.9** I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

## **2.1.6 MBD 6.2**

<b>DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS</b>
--

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

### **2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

- \_\_\_\_\_ %
3. Does any portion of the services, works or goods offered have any imported content?  
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

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

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY: MAGARENG LOCAL MUNICIPALITY**

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of ..... (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

**2.1.7 MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1. ....

2. ....

DATE:

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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**MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

....

2. ....



**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

## 2.1.8 MBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	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:		
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:		

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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 MBD 8**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

**2.1.9 MBD 9**

<b>CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
---

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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). <sup>2</sup> 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. takes all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

---

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**BID NO: COMM03/ 2022/ 23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

(Bid Number and Description)

in response to the invitation for the bid made by:

**MAGARENG LOCAL 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)**

2. I have read and I understand the contents of this Certificate;
3. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
4. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
5. 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;
6. 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
7. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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8. 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.
9. 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.
10. 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.

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

.....	.....
Signature	Date

.....	.....
Position	Name of Bidder

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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**2.2: RETURNABLE SCHEDULES**

**2.2.1 PROOF OF CSD REGISTRATION**

Name of Tender: .....Date:.....

Signature: .....Position: .....

Full Name of signatory: .....

Attach document to this page

**MAGARENG**  
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**2.2.2 TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN**

Attach document to this page

Name of Tender: .....Date:.....

Signature: .....Position: .....

Full Name of signatory: .....

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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**2.2.3 PROOF OF CURRENT MUNICIPAL RATES, TAXES AND CHARGES**

- a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 months and must not be in arrears for more than 3 months at the tender closure date.
- b) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.
- c) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (d)
- d) Conditions for Lease agreement;
  - iv. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
  - v. Lessor's Company name and must appear on both the Lease Agreement and the Municipal Statement Account.
  - vi. The Lessee's Entity name must appear on the Lease Agreement

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**MAGARENG**  
MUNICIPALITY

BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS

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**2.2.4 CERTIFIED COPIES OF IDENTITY DOCUMENTS OF MEMBERS/  
SHAREHOLDERS / DIRECTORS OF THE COMPANY (ORIGINAL STAMP NOT  
OLDER THAN 3 MONTHS)**

Attach document to this page

Name of Tender: .....Date:.....

Signature: .....Position: .....

Full Name of signatory: .....

**MAGARENG**  
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**2.2.5 VALID CIPC DOCUMENTS / COPIES OF COMPANY REGISTRATION DOCUMENTS**

Attach document to this page

Name of Tender: .....Date:.....

Signature: .....Position: .....

Full Name of signatory: .....

**MAGARENG**  
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- 2.2.6      BBBEE CERTIFICATE – ONLY THE FOLLOWING ORIGINAL BB BEE CERTIFICATES AND / OR CERTIFIED COPY OF BB BEE CERTIFICATES WILL BE ACCEPTED AND MUST BE ATTACHED. IRBA, SANAS OR SWORN AFFIDAVIT. (NO POINTS WILL BE CLAIMED WITHOUT BBBEE CERTIFICATE).**

Attach document to this page

Name of Tender: .....Date:.....

Signature: .....Position: .....

Full Name of signatory: .....

**MAGARENG**  
MUNICIPALITY

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**2.2.8 PROOF OF COIDA & UIF COMPLIANCE**

Attach document to this page

Name of Tender: .....Date:.....

Signature: .....Position: .....

Full Name of signatory: .....

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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**2.2.9 JOINT VENTURE AGREEMENT (IF THE TENDERER IS A JOINT VENTURE)**

Attach document to this page

Name of Tender: .....Date:.....

Signature: .....Position: .....

Full Name of signatory: .....

**MAGARENG**  
MUNICIPALITY

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**2.2.10 RECORD OF ADDENDA**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

.....  
Name

.....  
Position

.....  
Tenderer

**MAGARENG**  
MUNICIPALITY

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## **2.2.11 PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

.....  
Name

.....  
Position

.....  
*Tenderer*

**MAGARENG**  
MUNICIPALITY

**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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**2.2.12 EXPERIENCE OF TENDERING ENTITY IN SIMILAR WORKS**

Attach document to this page

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Full Name of signatory: .....



**MAGARENG**  
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BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS

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**2.2.13 MOBILE CAMERA & BACK OFFICE SUPPORT**

Attach document to this page

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Signature: .....Position: .....

Full Name of signatory: .....

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**BID NO: COMM03/2022/23- REQUEST FOR PROPOSALS FOR THE INSTALLATION, IMPLEMENTATION, OPERATION, SUPPORT AND MAINTENANCE OF AN ADVANCE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM WITH REVENUE ENHANCEMENT PROCESSES FOR A PERIOD OF 36 MONTHS**

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**2.2.14 METHODOLOGY**

Attach document to this page

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Signature: .....Position: .....

Full Name of signatory: .....

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**3.1: PRICING INSTRUCTIONS**

All prices must be inclusive of VAT (if VAT registered) and **must include all costs to render/deliver all goods / services indicated in this Terms of Reference.**

THE FINAL TENDERED AMOUNT INCLUSIVE OF VAT (IF VAT REGISTERED) MUST BE TRANSFERRED TO **COVER PAGE AND MBD 3.1.**

Name of Tender: .....Date:.....

Signature: .....Position: .....

Full Name of signatory: .....