



BERGRIVIER MUNICIPALITY

TENDER NO: 8/3/8-2021 (MN26/2021)

**THE PROVISIONING OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK
OFFICE SYSTEMS AND RELATED SERVICES**

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) (refer to page 82):			
IMPLEMENTATION PERIOD IN WORKING DAYS: days		
B-BBEE LEVEL			
MUNICIPAL AREA:			
PLEASE REFER TO PAGE 86 AND TICK AS APPROPRIATE: SMME	MICRO	SMALL	MEDIUM

MARCH 2021

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Berggrivier Municipality,
PO Box 60 Piketberg 7320
Tel no.: (022) 913 6000

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Mr. Cavin Cornelissen
Head: Traffic and Law Enforcement

Tel. Number: 022 913 6000
Email: cornelissenc@bergmun.org.za



BERGRIVIER MUNICIPALITY

TENDER 8/3/8-2021 MN26/2021: THE PROVISIONING OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK OFFICE SYSTEMS AND RELATED SERVICES

TENDERS are hereby requested from competent and experienced service providers for the Provision of Traffic Law Enforcement equipment, back office Systems and Related Services to Berggrivier Municipality, from 01 July 2021 until 30 June 2024 (3 years), as set out in the specifications.

Bids, in sealed envelopes, clearly marked "**Tender No 8/3/8-2021 MN26-2021: Provision of traffic law enforcement equipment, back office systems and related services**", must be placed in the tender box at the Municipal Offices, 13 Church Street, Piketberg no later than **12:00 on Friday, 09 April 2021** when the bids will be opened in public.

Documents and specifications that contain the minimum requirements are available on Berggrivier Municipality's website (www.bergmun.org.za) free or charge or on request at a **non-refundable fee of R70.00** from Ms. Revedy Hendricks at tel. no. (022) 913 6036 or e-mail: hendricksr@bergmun.org.za during office hours. All technical enquiries can be addressed to Mr. Cavin Cornelissen at tel. no. (022) 913 6000 or e-mail: cornelissenc@bergmun.org.za.

Tenders must be valid and binding for one hundred and twenty (120) days after closing date.

A compulsory clarification meeting with representatives of the Employer will take place on Friday, 19 March 2021 at 10h00. Prospective tenderers will meet at the Traffic Department Office in Piketberg. Covid protocols will apply – no mask no entry.

Bids will be evaluated using the Council's Supply Chain Management Policy. It is therefore compulsory that the Preference Point Claim form for the Preferential Procurement Regulations is completed in full to make application for preference points. **The Bid price must be VAT inclusive.**

Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

Only bids completed in **black** ink on the original Bid documentation will be accepted. Late, incomplete or Bids submitted by facsimile or email will not be accepted. Proof of submitting a Bid will not be accepted as proof of the Bid having been received. The Municipality is not obliged to accept the lowest or any Bid submitted to it. The Municipality reserves the right to accept any Bid in full or in part. If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.

**MUNICIPAL OFFICES
13 CHURCH STREET
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNICIPAL MANAGER**

MN26/2021

05 March 2021



BERGRIVIER MUNICIPALITY

TENDER DETAILS					
TENDER NUMBER:	TENDER 8/3/8-2021 / MN26/2021				
TENDER TITLE:	THE PROVISIONING OF TRAFFIC LAW ENFORCEMENT EQUIPMENT, BACK OFFICE SYSTEMS AND RELATED SERVICES				
CLOSING DATE:	09 APRIL 2021	CLOSING TIME:	12H00		
SITE MEETING:	DATE:	19 MARH 2021	TIME:	10H00	COMPULSORY: YES
SITE MEETING ADDRESS:	TRAFFIC DEPARTMENT OFFICES IN PIKETBERG				
<i>NB: Please note that no latecomers will be allowed.</i>					
<i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be disqualified</i>					
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A		
BID BOX:	SITUATED AT: BERGRIVIER Municipal Building, 13 Church Street, BERGRIVIER. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	120 DAYS	DAYS FROM THE CLOSING DATE OF BID.			
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)					
NAME OF TENDERER:					
NAME OF CONTACT PERSON:	CELL PHONE NO :				
PHYSICAL ADDRESS:			POSTAL ADDRESS:		
TELEPHONE #:			FAX NO.		
E-MAIL ADDRESS:					
DATE:					
SIGNATURE OF TENDERER:					
CAPACITY UNDER WHICH THIS BID IS SIGNED:					
PLEASE NOTE:					
1. Tenders that are deposited in the incorrect box will not be considered.					
2. Mailed, telegraphic or faxed tenders will not be accepted.					
3. If the bid is late, it will not be accepted for consideration.					
4. Bids may only be submitted on the Bid Documentation provided by the Municipality.					
ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER	EMAIL ADDRESS		
1. TECHNICAL ENQUIRIES	Mr. Cavin Cornelissen	022 913 6000	cornelissenc@bergmun.org.za		
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	Mr. Israel Saunders	022 913 6000	saundersi@bergmun.org.za		



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



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1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Tax Clearance Certificate -VALID Tax Clearance Certificate attached/ Tax compliance pin?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? Are copies of these municipal accounts attached?	Yes	No	
Form of Indemnity - Is the form duly completed and signed?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Form of Offer - Is the form duly completed and signed?	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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2. AUTHORITY TO SIGN A BID

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

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

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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



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3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



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3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

authorized signatory of the Company/Close Corporation/Partnership (name) _____
_____, acting in the capacity of lead partner, to
sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

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

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

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



4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 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 inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. 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.



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- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. 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 22 of GCC.

9. Packing

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

10. Delivery

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:



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- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts



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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to



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respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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



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- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. Transfer of contracts

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



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34. Amendment of contracts

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

35. Prohibition of restrictive practices.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)



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5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"TENDER NUMBER: 8/3/8-2021 MN26-2021"** clearly endorsed on the envelope, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Church Street, Piketberg 7320.
2. The tender must be lodged by the Tenderer in the tender box in the Main Entrance, Bergrivier Municipal Offices, Church Street, Piketberg 7320.

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
 - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
 - 2.3. Documents may only be completed in non-erasable ink.
 - 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000.00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Bergrivier Municipality is **4000 846 172**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 - 5 Tenders shall be opened in public at the Bergrivier Municipal Offices as soon as possible after the closing time for the receipt of tenders. Tenderers are encourage to attend these openings.
 - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY;**
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Bergrivier Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-



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responsible.

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

- 7.1 Relevant specifications
- 7.2 Value for money
- 7.3 Capability to execute the contract
- 7.4 PPPFA & associated regulations

8 Service Level Agreement

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

9 Centralised Supplier Database

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

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the Bergrivier MUNICIPALITY. Registration on CSD can be done by contacting 022 913 6000 Mrs. R. Hendricks

<p>Centralized Supplier Database (CSD) No. MAAA.....</p>



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6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. The **Tax Clearance Certificate/** Tax Compliance Status (**TCS**) **Pin/** Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid.** Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

(a) *Tax Compliance Status (TCS) Pin as of 18 April 2016*

i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder’s tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above. Service provider’s status which is found inactive or non-compliant their offers will be omitted. Bidders who are not in possession of an valid Tax Clearance Certificate must issue the municipality with the following:

Tax Clearance Certificate printed for SARS E-filing	
Tax Reference Number:	
Tax Compliance Status Pin:	

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin or CSD Registration number

3. 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.

4. If a bidder is registered on Bergrivier Municipality supplier’s database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.

4. Non adherence to point 4 above may invalidate your offer.



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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) <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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7. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative												
3.2.	Identity Number												
3.3.	Position occupied in the Company (director, shareholder ² etc.)												
3.4.	Company Registration Number												
3.5.	Tax Reference Number												
3.6.	VAT Registration Number												
3.7.	Are you presently in the service of the state?	YES		NO									
3.7.1.	If so, furnish particulars:												
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO									
3.8.1.	If so, furnish particulars:												

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

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

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



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3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO	
3.9.1.	If so, furnish particulars:			
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO	
3.10.1.	If so, furnish particulars:			
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES	NO	
3.11.1.	If so, furnish particulars:			
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES	NO	
3.12.1.	If so, furnish particulars:			
Name of the spouse/child/parent : ID number of the spouse/child/parent:..... Relationship to the official : Designation of the spouse/child/parent: Employer of the spouse/child/parent :				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES	NO	
3.13.1.	If so, furnish particulars:			



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

NB:

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

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

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

SIGNATURE	DATE	
NAME OF SIGNATORY		
POSITION		
NAME OF COMPANY		

³ MSCM Regulations: "in the service of the state" means to be –

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



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8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES "Insert 80/20 or 90/10"

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 value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or
- 1.2 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.3 The maximum points for this bid are allocated as follows:

	POINTS
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

- 1.4 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.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2 **“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;
- 2.3 **“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;
- 2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)
- 2.5 **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black



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economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- 2.6 “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8 “**proof of B-BBEE status level of contributor**” means:
- 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 “**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;
- 2.10 “**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:

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

Where:

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 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
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:



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6. B -BBEE STATUS LEVEL OF CONTRIBUTION 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 means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (<i>Tick applicable box</i>)	YES		NO	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?			%	
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? (<i>Tick applicable box</i>)	YES		NO	

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

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



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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: (Tick applicable box)	Partnership / Joint Venture / Consortium	
	One person business / sole proprietor	
	Close Corporation	
	Company	
	(Pty) Limited	
8.5 Describe Principal Business Activities		
8.6 Company Classification (Tick applicable box)	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
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:		

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

9.1 The information furnished is true and correct;



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- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 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;
- 9.4 If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- 9.4.1 disqualify the person from the bidding process;
 - 9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 9.4.3 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;
 - 9.4.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - 9.4.5 forward the matter for criminal prosecution

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



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9. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



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

5. CERTIFICATION

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

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

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



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10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

BERGRIVIER MUNICIPALITY

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

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

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



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- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1) (d) (i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Bergrivier Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

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

FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (s) of ID document(s) and Municipal Accounts
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date



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12. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____

of (registered address of Company) _____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____

_____ in his capacity as (Designation) _____

of the Contractor, is duly authorized hereto by a resolution dated _____ /20___,

to sign on behalf of the Contractor.

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

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

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



PART B – SPECIFICATIONS & PRICING SCHEDULE



BERGRIVIER MUNICIPALITY

SECTION 4.3

DETAILED SPECIFICATIONS

TERMS OF REFERENCE

4.3.1 BACKGROUND

- 4.3.1.1 BERGRIVIER Municipality intends to appoint an experienced service provider for the provision of traffic law enforcement equipment, back-office systems and related services for a period of 36 months (01 July 2021 till 30 June 2024)
- 4.3.1.2 The contract is envisaged to commence on 01 July 2021 and will expire 30 June 2024. The tenderer will be expected to commence preparatory work as soon as the contract is awarded and all needs (installation configuration) to be completed before date of commencement.
- 4.3.1.3 The required services will include the supply, installation and maintenance of digital camera systems to enforce speed violations at fixed and mobile sites, including mobile sites in secure housings. Up to two (2) fixed camera systems and six (6) mobile sites in secure housings may be called for by the Municipality, while the number of mobile camera systems to be provided is two (2). The actual number of camera systems and sites that may be called for during the term of the contract will be at the discretion of the Municipality up to the maximum as stated in these specifications.

Cameras Specifications

- 4.3.1.3.1 Remote monitoring and configuration
- 4.3.1.3.2 Speed Enforcement
- 4.3.1.3.3 Vehicle of special interest screening
- 4.3.1.3.4 Real-Time ANPR
- 4.3.1.3.5 Lane Estimation
- 4.3.1.3.6 Heavy vehicle classification
- 4.3.1.3.7 Wireless speed operation and interfacing
- 4.3.1.3.8 Tamper and alert notification
- 4.3.1.3.9 Live ANPR results
- 4.3.1.3.10 Live video streaming
- 4.3.1.3.11 Self-diagnostics
- 4.3.1.3.12 On site configuration
- 4.3.1.3.13 Be able to be operate wireless from a distance
- 4.3.1.3.14 Be able to be monitored by tablets or any other electronic device

- 4.3.1.4 The Municipality requires a traffic contravention system and full back-office
-



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services for the processing of all camera generated and handwritten traffic fines (Sec 56 and 341's). This will encompass the full life-cycle of a traffic 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 (summons paid, warrant of arrest paid or warrant of arrest expired)

- 4.3.1.5 All prospective Bidders will be obliged to Sign a SLA (Service Level Agreement) to dictate the conditions of services, the SLA agreement may not contradict any conditions as stated in the tender document.
- 4.3.1.6 The Tenderer will have to prove to the satisfaction of the Municipality that its systems and infrastructure has the capacity to process at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes. (this will be done by checking with Municipalities that the Tenderer have worked with, and measures will be in place that will monitor the Tenderer through the duration of the contract with the option to terminate)
- 4.3.1.7 The Tenderer will be expected to process all new cases taken from the commencement date of the contract. The un-finalized fines in the Municipality's possession will be handed over to the new service provider for collection. The un-finalized fines in the Municipality's system and the Tenderer system will work in parallel during the time it takes for the Traffic Contravention system to "run dry".
- 4.3.1.8 Should the Administrative Adjudication of Road Traffic Offences (AARTO) Act be implemented in the Western Cape before or during the period of the tender, the Tenderer 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). As prescribed, the Tenderer will have to process AARTO infringements directly on the National Contravention Register (NCR) whilst, at the same time, concluding all non-AARTO cases on the Tenderer's own system. A separate section of these tender deals specifically with deliverables should the AARTO Act come into effect in the Western Cape.
- 4.3.1.9 For non-AARTO related obligations the Municipality will pay the Tenderer an all-inclusive monthly service fee as full compensation for all equipment, systems and services delivered in terms of the contract, including any associated costs borne by the Tenderer. The monthly service fee will be based on a set fee for every fine payment recorded on the Tenderer system during the month regardless of how many charges are included in the fine (As per mutual



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agreement) The Municipality will not pay a fee for cases which are withdrawn. Tenderers are required to tender a firm unconditional price for the set fee.

- 4.3.1.10 For AARTO related obligations the Municipality will pay the Tenderer an all-inclusive fee based on the number of AARTO infringements successfully captured, or uploaded into the NCR. In addition, the Tenderer will be expected to conclude a service level agreement with the South African Post Office (SAPO) and to pay them for any printing and posting of AARTO related documents on behalf of the Municipality. The Tenderer will be responsible for all the monthly SAPO expenses incurred.

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

- 4.3.1.11 The Municipality requires view access to the Tenderer's system for reporting purposes. The Tenderer will also be expected to host a website where details of fines and associated images can be viewed.
- 4.3.1.12 The Municipality requires the latest audited financial statements of third party vendors and further reserves the right to request any audited financial statements for the duration of the contract.

4.3.2 PATROL VEHICLES

- 4.3.2.1 The Municipality request the Tenderer to supply and install the ANPR equipment to 1 (one) identified patrol vehicle owned by the Municipality on the Tenderers cost at no later than 30 September 2021

This patrol vehicle owned by the Municipality *and associated equipment* shall

be fitted with an in-car camera surveillance system capable of recording, for evidential purposes, clear video and audio footage of events taking place inside and in front of the vehicle when activated by an officer.

Be fitted with on-board ANPR cameras and detection systems which must:

- a) Be capable of being operated whilst driving the patrol vehicle.
- b) Be capable of scanning passing, parked or approaching vehicles to the left, to the right and to the front of the patrol vehicle.
- c) Have no on-board databases, but must be capable of detecting vehicles with outstanding warrants of arrest, false number plates or any other information for which the vehicles may be sought, by wirelessly linking to appropriate back-end databases in real time.
- d) Be capable of detecting vehicles marked on the NaTIS system as unlicensed or un-roadworthy (suspended) by linking to the NaTIS system in real time.



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- e) Be capable of detecting vehicles marked on SAPS database as stolen or wanted for other reasons by linking to the SAPS database in real time.
- f) Be capable of returning results on queries of databases within a reasonable timeframe.
- g) Be capable of instantaneously alerting system operators whenever a vehicle that is sought for any reason is detected by emitting an audible tone and displaying a message alert.
- h) Be capable of recording a colour overview image of each vehicle read.
- i) Be capable of selecting or de-selecting one or more of the databases used for detecting vehicles, as well as the NaTIS system and/or SAPS system.
- j) Be capable of connecting wirelessly to the Tenderer system for the purpose of making online enquiries on outstanding offences against a vehicle or person.
- k) Be equipped with a suitable printer and be capable of immediate production and printing of scanned copies of warrants of arrest and summons returns of service as well as results of queries and daily statistical reports.
- l) Be capable of automatic (via ANPR) as well as manual enquiries via a keyboard for both registration number and ID number, driving licence, professional driving licence and suspension inquiries
- m) Be capable of producing daily statistics including, vehicles scanned, and vehicles positively matched against various databases, action taken by officers.

4.3.2.2 The Municipality request the Tenderer to supply one vehicle (Panel van type) for the purposes of doing speed measuring in the area. This vehicle will remain the property of The Tenderer after the contract period.

4.3.3 ROADBLOCK SUPPORT VEHICLE'S

The Tenderer shall, if requested, provide the Municipality with a roadblock support motor vehicle to assist the Municipality when roadblocks are held. Proof of registered vehicle to be submitted with tender.

The roadblock support vehicle shall:

- Be equipped with Automatic Number Plate Recognition (ANPR) systems capable of automatically detecting vehicles with outstanding offences, warrants of arrest, false number plates, or any other information for which the vehicles may be sought and alerting system operators with an audible tone and message alert. The system should also have a real time live interface with Natis to flag vehicles that are unlicensed or not roadworthy. Interface with the South African Police Service to alert for any stolen vehicles will be required



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- Be equipped with facilities for online enquiries on the Tenderer system and the viewing of camera images at the roadside.
- Be equipped with facilities for the immediate production and printing of scanned copies of warrants of arrest and summons returns of service at the roadside.
- Be equipped with facilities for the immediate production and printing of summonses at the roadside to allow serving on previously untraceable persons.
- Be equipped with systems for the transmission of electronic copies of documents and printing at the roadside as necessary. .
- Be equipped with the tools necessary for conducting of efficient roadblocks, including portable computers, printers, scanners, fax facilities, electronic information displays

4.3.4 GENERAL INFORMATION TO BE SUPPLIED

Please complete the following questions in detail.

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

Y = YES (Can fully comply)

N = NO (Cannot comply)

All Prospective Bidders must comply with all criteria, otherwise this will be found non-compliant. These are mandatory requirements and failure to mark a box at a specific question will be seen as NO

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

Y	N
---	---

- 4.3.4.3 Describe the extent to which any other software vendor/s will participate in
-



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- 4.3.4.4.4 Length of experience with the product/s specified
- 4.3.4.4.5 Products implemented. Please include number of times your product/s have been implemented by your organization.
- 4.3.4.4.6 Latest version of the product that your organization has implemented

Product	Years' Experience	Number of Implementations	Most recently installed version

4.3.4.5 Does your organization have experience with organizations with a similar profile to BERGRIVIER Municipality i.e. City, Government, or Local Government?

Y	N
---	---



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4.3.4.6 Geographic coverage: provide a description of your presence internationally, South Africa, and Cape Town specifically.

4.3.4.7 Other relevant experience in associated or related industry sectors.

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

4.3.4.9 Preferred bidder must avail themselves for the following:



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Requirement	Response
Meet in person with and interview key members of the Municipality of BERGRIVIER to determine scope, appropriate team structure and costs.	
Present your methodology, approach and case studies in open forum	

4.3.4.10 Please indicate your total number of staff in South Africa and in the Western Cape. Give a breakdown of the skills and abilities of all South African and Western Cape staff.

4.3.4.11 Client references:

Please provide references where your organization has implemented a similar solution to what you are proposing in an organization of similar size and complexity as the Municipality of BERGRIVIER. Emphasis on implementation on the SA contest will be evaluated to services render in South Africa. They will need to bring documentary proof.

- 4.3.4.11.1 A short description of the solution implemented including products used, number of users and the role that your organization played
- 4.3.4.11.2 The length of time taken to implement the solution
- 4.3.4.11.3 The number of staff allocated to the project at each phase
- 4.3.4.11.4 The cost to the client to implement each module
- 4.3.4.11.5 Any sub Tenderers or alliance partners that worked with you on the project



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(As supporting documentation, we would welcome an extensive list of clients with details of the solutions/services delivered to them)

Client 1: _____

Requirement	Response
A short description of the solution implemented including products used, number of users and the role that your organization played	
The length of time taken to implement the solution (detail the timings for the various phases of the project)	
The number of staff allocated to the project at each phase and do you have sufficient staff to complete the project with in the set time frame	
The cost to the client to implement each module	
Any subTenderers or alliance partners that worked with you on the project	



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Client 2: _____

Requirement	Response
A short description of the solution implemented including products used, number of users and the role that your organization played	
The length of time taken to implement the solution (detail the timings for the various phases of the project)	
The number of staff allocated to the project at each phase	
The cost to the client to implement each module	
Any sub Tenderers or alliance partners that worked with you on the project	

Client 3: _____

Requirement	Response
A short description of the solution implemented including products used, number of users and the role that your organization played	
The length of time taken to implement the	



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solution (detail the timings for the various phases of the project)	
The number of staff allocated to the project at each phase and do you have sufficient staff to complete the project with in the set time frame	
The cost to the client to implement each module	
Any sub Tenderers or alliance partners that worked with you on the project	

Client 4: _____

Requirement	Response
A short description of the solution implemented including products used, number of users and the role that your organization played	
The length of time taken to implement the solution (detail the timings for the various phases of the project)	
The number of staff allocated to the project at each phase and do you have sufficient staff to	



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complete the project with in the set time frame	
The cost to the client to implement each module	
Any sub Tenderers or alliance partners that worked with you on the project	

Client 5: _____

Requirement	Response
A short description of the solution implemented including products used, number of users and the role that your organization played	
The length of time taken to implement the solution (detail the timings for the various phases of the project)	
The number of staff allocated to the project at each phase and do you have sufficient staff to complete the project with in the set time frame	
The cost to the client to implement each module	



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Any sub Tenderers or alliance partners that worked with you on the project	
--	--

4.3.5 COMPLIANCE INFORMATION

The Tenderer shall:

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

Y	N
---	---

4.3.5.2. Nominate a suitable person based in Western 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 BERGRIVIER Municipality and the Tenderer. Substance and Travel cost with regards to this nomination will be for the Tenderer’s own cost

Y	N
---	---

4.3.5.3 Replace the “contract manager” upon receipt of a written request from BERGRIVIER Municipality in the event that the Municipality is dissatisfied with the performance of the “contract manager”.

Y	N
---	---

4.3.5.4. Acknowledge that BERGRIVIER Municipality retains ownership of the contents of the Tenderer system’s database, including all the images and offence details in respect of each offender and make available to BERGRIVIER Municipality on request any data or images that may be required for any purpose whatsoever and in the format as requested.

Y	N
---	---

4.3.5.5. Acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfill 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 BERGRIVIER Municipality, the only reasonable option is to terminate all or part of the contract, BERGRIVIER Municipality may unilaterally do so after giving the Tenderer one month written notice.



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If any of the above answers is NO, the tenderer will be disqualified

Y	N
---	---

4.3.6. TENDER PRICES, PAYMENT AND INVOICING

The tenderer shall:

4.3.6.1. tender a set fee per paid fine covering all obligations in terms of this contract except for the AARTO obligations in terms of clause 2.1.1.10 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. (this does not include cases which are withdrawn)

The Tenderer shall:

Y	N
---	---

4.3.6.2 calculate the monthly fee payable by BERGRIVIER Municipality to the Tenderer by multiplying the number of fine payments recorded on the Tenderer system in the preceding calendar month with the set fee per paid fine and adding value added tax.

Y	N
---	---

4.3.6.3 submit to the BERGRIVIER Municipality on or before the 7th day of each calendar month:

4.3.6.3.1 a report detailing the fines paid in the preceding calendar month as recorded on the Tenderer system.

Y	N
---	---

4.3.6.3.2 a value added tax invoice detailing the fees payable by BERGRIVIER Municipality to the Tenderer in respect of paid fines.

Y	N
---	---

The tenderer shall:

4.3.6.4 tender a set fee per AARTO infringement successfully captured or uploaded into the NCR covering all the Tenderer’s obligations in terms of clause 2.1.1.10. (AARTO obligations) of this contract, except for the cost incurred by the Tenderer to pay the South African Post Office for the printing and postage of infringements and other documents on behalf of BERGRIVIER Municipality, which will be reimbursed separately. The set fee will be payable for every AARTO infringement with a unique number that is



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successfully captured or uploaded regardless of how many infringements appear on one infringement notice. An infringement will be considered successfully captured or uploaded when it is accepted by the NCR for further processing. Infringements rejected by the NCR for any reason will not be considered successfully uploaded, regardless of whether the reason for the rejection is within the control of the Tenderer, or not.

Y	N
---	---

4.3.6.5 acknowledge that BERGRIVIER Municipality will reimburse the Tenderer in full for the actual cost incurred by the Tenderer to pay SAPO for any printing and posting of infringements, or other AARTO related documents, on behalf of BERGRIVIER Municipality.

Y	N
---	---

The Tenderer shall:

4.3.6.6 calculate the monthly fee payable by BERGRIVIER Municipality to the Tenderer by multiplying the number infringements successfully uploaded or captured into the NCR in the preceding calendar month with the set fee as per clause 1.3.5. above and adding the actual cost incurred by the Tenderer in paying SAPO for printing and postage on behalf of BERGRIVIER Municipality in the preceding calendar month.

Y	N
---	---

4.3.6.7 submit to BERGRIVIER Municipality, on or before the 7th day of each calendar month, a value added tax invoice detailing the fees payable by the Municipality to the Tenderer together with proof acceptable to the Municipality substantiating the fees claimed.

Y	N
---	---

4.3.6.8 acknowledge that no additional payments for any reason whatsoever will be paid by BERGRIVIER Municipality to the Tenderer over and above those provided for in clause 1.3.

Y	N
---	---

4.3.6.9 The Tenderer must supply its own ICT infrastructure.

Y	N
---	---

4.3.7 CAMERA SERVICES



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4.3.7.1 The Tenderer will for purposes of the agreement, as and when directed by BERGRIVIER Municipality , supply and install up to:

4.3.7.2 Two (2) fixed digital camera systems to record speed and/or stop sign violations.

Y	N
---	---

4.3.7.3 Up to Six (6) sets of ancillary equipment for the cameras in a secure housing referred to above, including the housings, poles, detection systems, power supply UPS and secondary illumination, at such locations as may be determined from time to time by BERGRIVIER Municipality and provided such locations have been authorized for the use of such equipment by the Director of Public Prosecutions. The deployment of cameras and rotation of cameras between locations will be solely as determined by BERGRIVIER Municipality.

Y	N
---	---

4.3.7.4 Three (3) mobile digital automated camera systems to record speed violations and (3) sets of ancillary equipment which include tripods, flash illumination units, spare batteries, chargers and other accessories and equipment required for successful operation of the cameras.

Y	N
---	---

4.3.7.4.1 be able to generate traffic offences for those vehicles exceeding the speed limit.

Y	N
---	---

4.3.7.4.2 must be capable of covering multiple lanes between two points on a particular stretch of roadway. If the system is extended by installing additional recording points (with one or more cameras) along the same stretch of road, each additional recording point will be considered to be a separate system.

Y	N
---	---

4.3.7.4.3 be capable of detecting vehicles that are sought for outstanding warrants of arrest, false number plates or for other reasons by linking to appropriate databases in real time when required.

Y	N
---	---

4.3.7.4.4 be capable of detecting vehicles that are unlicensed or un-roadworthy by linking to the Natis system in real time when



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required.

Y	N
---	---

4.3.7.4.5 be capable of detecting vehicles that are stolen wanted by the SAPS for any reason by linking to the SAPS marked vehicle database in real time.

Y	N
---	---

4.3.7.4.6 be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP) and any requirements of the Directorate of Public Prosecutions in the Western Cape.

Y	N
---	---

4.3.7.5 As a minimum, the fixed, camera in secure housing and mobile digital camera systems shall be compliant with the following:

4.3.7.5.1 SANS 1795, including Part 5 “Data capturing and recording devices for road traffic law enforcement equipment”.

Y	N
---	---

4.3.7.5.2 Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP).

Y	N
---	---

4.3.7.5.3 Approval of the Director Public Prosecutions: Cape of Good Hope.

Y	N
---	---

4.3.7.5.4 Approval of the Chief of Traffic Services of BERGRIVIER Municipality.

Y	N
---	---

4.3.7.6 The camera systems shall produce evidence of each offence in full compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information (including any amendments during contract period)

Y	N
---	---

4.3.7.7 Provide a full colour image of the offence showing a wide angled context of

Y	N
---	---



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the offence as well as details of the offending vehicle.

4.3.7.8 Evidence produced shall be tamper detectable and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free.

Y	N
---	---

4.3.7.9 Fixed camera systems shall provide for multiple lane speed enforcement as required.

Y	N
---	---

4.3.7.10 Fixed camera systems shall provide illuminating flashes enabling successful night-time operation.

Y	N
---	---

4.3.7.11 Fixed camera systems shall be fully protected against vandalism.

Y	N
---	---

4.3.7.12 Fixed camera systems shall allow for quick and easy rotation between sites by one person and user friendly set-up procedures.

Y	N
---	---

4.3.7.13 Fixed camera systems shall incorporate a power source allowing continued camera operation for at least 4 hours during power outages.

Y	N
---	---

4.3.7.14 Mobile camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user friendly set-up procedures.

Y	N
---	---

4.3.7.15 Mobile camera systems shall have sufficient battery capacity to allow operation during an entire shift without recharging

Y	N
---	---

4.3.7.16 All camera systems shall automatically record and store statistics including, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation, and output the statistics to an integrated management information system.

Y	N
---	---



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4.3.7.17 In respect of all fixed and mobile camera systems supplied by the Tenderer the Tenderer shall:

4.3.7.17.1 provide all electrical requirements for the installation and operation of fixed cameras and pay for electricity used by any particular camera.

Y	N
---	---

4.3.7.17.2 ensure that all fixed camera installations are painted with a yellow paint and conform to any installation requirements as specified by BERGRIVIER Municipality.

Y	N
---	---

4.3.7.17.3 prepare and submit any way-leave applications, sitemaps and other supporting documentation necessary and ensure that the required permits and/or licenses and/or regulatory approvals have been obtained before installation of the cameras and ancillary equipment.

Y	N
---	---

4.3.7.17.4 conduct field surveys and produce statistics on road usage and offence patterns at specific sites as and when directed by BERGRIVIER Municipality in order to assist the Municipality to determine the need for fixed or mobile camera deployment at any site.

Y	N
---	---

4.3.7.17.5 inspect the cameras and ancillary equipment at least once per month with the prior approval of BERGRIVIER Municipality in order to ensure that the cameras and ancillary equipment are in good working order and of neat and well maintained appearance at all times.

Y	N
---	---

4.3.7.17.6 comply with any requirements from BERGRIVIER Municipality in respect of fixed camera installations and supply any additional equipment as may be specified by the Municipality from time to time in order to facilitate inspection and operation of the fixed cameras.

Y	N
---	---



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4.3.7.17.7 maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras.

Y	N
---	---

4.3.7.17.8 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 BERGRIVIER Municipality. Replacement cameras must comply with all requirements in terms of this contract. A penalty of R1000.00 (One Thousand Rand) per day per camera will be imposed if not complied.

Y	N
---	---

4.3.7.17.9 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 BERGRIVIER Municipality from time to time and ensure that the calibration certificates are provided to the Municipality.

Y	N
---	---

4.3.7.17.10 provide on-site field support to the BERGRIVIER 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.

Y	N
---	---

4.3.7.17.11 provide training workshops in the use of the cameras and ancillary equipment to the employees of BERGRIVIER Municipality as and when required by the Municipality. The Tenderer shall bear all costs associated with the provision of any such training workshop and issue certificates to the Municipality's employees in respect of training received.

Y	N
---	---

4.3.7.17.12 take out insurance covering damage or loss for any reason of the Tenderer's cameras and ancillary equipment and maintain such insurance for the duration of this agreement. Proof of



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insurance need to be submitted annually.

Y	N
---	---

4.3.7.17.13 establish a processing centre at own cost at a conveniently located premises as agreed to by BERGRIVIER Municipality. The Tenderer shall ensure that the processing centre is spacious enough and suitably equipped to serve the needs of the Tenderer as well as the officers of the Municipality who will utilize the processing centre for downloading of images and adjudication of cases.

Y	N
---	---

4.3.7.17.14 upload all camera images and data and capture any additional particulars as may be required to successfully prosecute the offence.

Y	N
---	---

4.3.7.17.15 provide facilities and systems for officers of BERGRIVIER Municipality to adjudicate every image with its associated data and either accept it as prosecutable, or reject it as non-prosecutable.

Y	N
---	---

4.3.7.17.16 ensure that the Tenderer system “force” each image to be adjudicated by an officer and be capable of identifying the officer responsible for the adjudication.

Y	N
---	---

4.3.7.17.17 ensure that the Tenderer system shall not allow any image to be tampered with, deleted, cancelled or rejected by any person other than the adjudicating officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted or rejected by each adjudication officer with appropriate reasons for rejections.

Y	N
---	---

4.3.7.17.18 provide BERGRIVIER 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.

Y	N
---	---

4.3.7.17.19 provide an internet facility which shall include, but not be limited to, viewing of all images and related data captured by



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the cameras and the payment of any camera related fines. Please note: the prior approval of BERGRIVIER Municipality is required before the electronic payment of fines may be implemented.

Y	N
---	---

4.3.7.17.20 make available the images and data to BERGRIVIER 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.

Y	N
---	---

4.3.7.17.21 produce expert evidence in court (either documentary or verbal) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds.

Y	N
---	---

4.3.7.17.22 upload statistics gathered by the cameras after every session and make the statistics available to BERGRIVIER 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 85th percentile.

Y	N
---	---

4.3.8 SERVICE CENTRE SERVICES (Back Office)

4.3.8.1 Establishing a Service Centre:

The Tenderer shall:

4.3.8.1.1 establish a service Centre in Piketberg which cover the area of Jurisdiction of BERGRIVIER Municipality.

Y	N
---	---

4.3.8.1.2 bear all associated costs of the service centre and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials and consumables.

Y	N
---	---



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4.3.8.1.3 Sign an indemnity against any claims which may be instituted as a result of injuries obtained on the premises of Bergrivier Municipality.

Y	N
---	---

4.3.8.1.4 Ensure that the service centre is operated by the Tenderer employees during BERGRIVIER Municipality's normal office hours, or any other hours as may be agreed between the parties.

Y	N
---	---

4.3.8.1.5 implement measures to ensure that the service centre operations comply with directives of BERGRIVIER Municipality, the courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and Procedures(TCSP).

Y	N
---	---

4.3.8.1.6 allow BERGRIVIER Municipality to inspect the activities of the service centre at any reasonable time to ensure that the Tenderer is at all times complying with all terms and conditions of this agreement.

Y	N
---	---

4.3.8.1.7 adhere to all COVID19 protocols and procedures as instituted by Bergrivier Municipality

Y	N
---	---

4.3.9. STAFFING , SUB – TENDERERS AND AGENTS:

The Tenderer shall:

4.3.9.1 Appoint at least 70 % local residents (of the BERGRIVIER Municipal area) as such number of Tenderer employees required by the Tenderer in order to fulfil its obligations in terms of the provisions of this agreement. With our current offence volumes, 3 persons will be sufficient to render the service

Y	N
---	---

4.3.9.2 provide adequate management expertise and supervision in the service centre to effectively manage all its functions.

Y	N
---	---



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- 4.3.9.3 ensure that all Tenderer employees are suitably qualified and/or trained to perform duties of the Tenderer in terms of this agreement.

Y	N
---	---

- 4.3.9.4 take sole responsibility for any sub-Tenderers and agents the Tenderer may appoint to assist in delivering the Tenderer services and acknowledge that the Tenderer remains solely responsible for ensuring that the Tenderer services are rendered in accordance with the terms and conditions of this agreement.

Y	N
---	---

4.3.10. HARDWARE , SOFTWARE AND NETWORKING

The Tenderer shall:

- 4.3.10.1 provide and operate a Tenderer 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).

Y	N
---	---

- 4.3.10.2 provide sufficient hardware in the service centre in order to meet its obligations in terms of this agreement and to operate the Tenderer system at optimal efficiency.

Y	N
---	---

Y	N
---	---

- 4.3.10.3 provide an on-going program of training for the Client's users of the Tenderer system to ensure that all users are adequately trained to perform their respective functions on the system.

Y	N
---	---

- 4.3.10.4 provide BERGRIVIER Municipality with user manuals for the Tenderer system.

Y	N
---	---

- 4.3.10.5 provide proof to the satisfaction of BERGRIVIER Municipality that the Tenderer system has the capacity of processing at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with



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increased volumes.

Y	N
---	---

- 4.3.10.6 provide proof to the satisfaction of BERGRIVIER Municipality that the Tenderer system is utilized without any major problems in at least one other site in South Africa that is comparable to BERGRIVIER Municipality in terms of offence volumes processed and complexity of operations.

Y	N
---	---

- 4.3.10.7 provide sufficient technical support and expertise in the Western Cape to ensure that the Tenderer system continues to perform optimally, that any technical hardware, software or networking problems are resolved immediately and that enhancements to the Tenderer system that may be required by BERGRIVIER Municipality are implemented without delay.

- 4.3.10.8 provide proof to the satisfaction of BERGRIVIER Municipality that the Tenderer system is licensed for at least up until 30 June 2025. Such proof need to be submitted on or before 01 July 2021.

Y	N
---	---

4.3.11. FUNCTIONS TO BE PERFORMED BY THE SERVICE CENTRE:

The Tenderer shall:

- 4.3.11.1 Used all available means to secure payments timeously

Y	N
---	---

- 4.3.11.2 Automatically update the Tenderer system by importing offence records from camera related offences.

Y	N
---	---

- 4.3.11.3 provide suitable document scanning equipment at designated Municipal 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. This system is to be used primarily for handwritten fines that are handed in by officers, but could also be used for other documents as agreed between the Tenderer and BERGRIVIER Municipality.

Y	N
---	---

- 4.3.11.4 Capture the data related to the following within 5 working days of receipt at the Service Centre:



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Y	N
---	---

4.3.11.4.1 Section 341 notices issued

4.3.11.4.2 Section 56 notices issued

4.3.11.4.3 Representations received from offenders

4.3.11.4.4 Representation results

4.3.11.4.5 Court results

4.3.11.4.6 Authorization of Warrant of Arrest

4.3.11.4.7 Name and address changes

4.3.11.4.8 Change of offender detail

4.3.11.4.9 Return of Service of summonses

4.3.11.4.10 Execution of Warrant of Arrest

4.3.11.5 establish an interface with the NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the Tenderer system accordingly.

Y	N
---	---

4.3.11.6 establish an interface with the NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the NaTIS system.

Y	N
---	---

4.3.11.7 generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary:

4.3.11.7.1 Section 341 notices (camera mailers) within 30 days of offence date.

Sufficient proof of mailing need to be provide if Requested.

Y	N
---	---

4.3.11.7.2 Notification of No Admission of Guilt Offences within 30 days of offence date.



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		<input type="checkbox"/>	<input type="checkbox"/>
4.3.11.7.3	Notice Before Summons (2nd notice)	<input type="checkbox"/>	<input type="checkbox"/>
4.3.11.7.4	Warrant of Arrest notices	<input type="checkbox"/>	<input type="checkbox"/>
4.3.11.7.5	Representation acknowledgement letters	<input type="checkbox"/>	<input type="checkbox"/>
4.3.11.7.6	Representation result letters	<input type="checkbox"/>	<input type="checkbox"/>
4.3.11.7.7	General letters	<input type="checkbox"/>	<input type="checkbox"/>
4.3.11.7.8	Any other documentation required for the successful operation of the Service Centre	<input type="checkbox"/>	<input type="checkbox"/>
4.3.11.7.9	ensure that the layout, design and content of any documentation produced by the Tenderer system and sent out to the general public or the Courts are approved in writing by BERGRIVIER Municipality before being printed.	<input type="checkbox"/>	<input type="checkbox"/>
4.3.11.7.10	include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.	<input type="checkbox"/>	<input type="checkbox"/>
4.3.11.7.11	generate, print and process the following Court related documentation per Court:		
4.3.11.7.12	Section 54 Summonses		
4.3.11.7.13	Court Rolls		
4.3.11.7.14	Section 341 Control Register		
4.3.11.7.15	Section 56 Control Register		



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- 4.3.11.7.16 Section 54 Control Register
- 4.3.11.7.17 Section 341 Spot Fine Register
- 4.3.11.7.18 Pro forma Section 341 spot fines to accompany the Spot Fine Register
- 4.3.11.7.19 Admission of Guilt Register
- 4.3.11.7.20 Contempt of Court Register
- 4.3.11.7.21 Warrants of Arrest including “double contempt” warrants of arrest and “bench” warrants of arrest
- 4.3.11.7.22 Warrant of Arrest Register
- 4.3.11.7.23 any other Court related documentation that may be required by the Courts or BERGRIVIER Municipality

Y	N
---	---

- 4.3.11.8 prepare daily ‘mail bags’ containing all documentation for dispatch to the BERGRIVIER Municipality’s offices managing the court administration of the respective Courts.

Y	N
---	---

- 4.3.11.9 provide BERGRIVIER Municipality with a facility and access to draw management information and statistics from the Tenderer system and/or provide the management information and statistics on request. The statistics should include the following:

Y	N
---	---

- 4.3.11.9.1 detailed analysis of sections 56 and 341 and camera offences showing the number of offences issued per month, per town, values, actual payments, success rates, withdrawn, untraceable, and number of outstanding offences.

Y	N
---	---

- 4.3.11.9.2 Comparison of monthly offence volumes.

Y	N
---	---

- 4.3.11.9.3 Numbers and value of payments received by



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BERGRIVIER Municipality and income generated.

Y	N
---	---

4.3.11.9.4 A detailed Microsoft Excel spreadsheet or document of the number and value of fines reduced versus the number and value of fines originally issued.

Y	N
---	---

4.3.11.9.5 Status of all offences at the various processing stages.

Y	N
---	---

4.3.11.9.6 Month by month statistical analysis of offences committed per suburb, ward and sub-council area.

Y	N
---	---

4.3.11.9.7 Representation results showing “proceed”, “withdrawn”, “reduced” separately.

Y	N
---	---

4.3.11.9.8 Outstanding representation results.

Y	N
---	---

4.3.11.9.9 Officer statistics and productivity.

Y	N
---	---

4.3.11.9.10 Detailed analysis of officer errors on handwritten notices.

Y	N
---	---

4.3.11.9.11 Offenders or vehicles with the most outstanding fines or warrants of arrest (“Top 50 reports”).

Y	N
---	---

4.3.11.9.12 Number of first appearances per court per month.

Y	N
---	---

4.3.11.9.13 A detailed Microsoft Excel listing of the number and values of cases struck off the roll per court per month.

Y	N
---	---

4.3.11.9.14 A detailed Microsoft Excel listing of the numbers and values of withdrawals per court per month.

Y	N
---	---

4.3.11.9.15 Number of warrants of arrest authorized per court per month.



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- | | |
|---|---|
| Y | N |
|---|---|
- 4.3.11.9.16 Total revenue accrued per court per month.
- | | |
|---|---|
| Y | N |
|---|---|
- 4.3.11.9.17 Number of “double contempt” per court per month.
- | | |
|---|---|
| Y | N |
|---|---|
- 4.3.11.9.18 Number of remanded cases per court per month.
- | | |
|---|---|
| Y | N |
|---|---|
- 4.3.11.9.19 A clear distinction must be made between all fines issued, Local and Provincial, fines paid at BERGRIVIER traffic department, fines paid at the courts, fines paid directly into the bank account of BERGRIVIER municipality as well as fines reduced. There must be different Microsoft Excel files (listings) of each of the before mentioned. These must be provided to BERGRIVIER municipality on a monthly basis by no later than the 10th working day of the ensuing month.
- | | |
|---|---|
| Y | N |
|---|---|
- 4.3.11.9.20 A clear distinction must be made between section 341 and section 56 fines in respect of the information provided as per the previous paragraph.
- | | |
|---|---|
| Y | N |
|---|---|
- 4.3.11.9.21 A separate listing of the number and value of provincial fines paid at the BERGRIVIER traffic department should be provided on a monthly basis in Microsoft Excel format.
- | | |
|---|---|
| Y | N |
|---|---|
- 4.3.11.9.22 Any other statistics or reporting that may be required by BERGRIVIER Municipality
- | | |
|---|---|
| Y | N |
|---|---|
- 4.3.11.10 ensure that general housekeeping procedures are established and performed in respect of the Tenderer system including, but not limited to the following:
-



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4.3.11.10.1 Creating a daily backup of all data and images captured on the Tenderer system to be made available to BERGRIVIER Municipality on request.

Y	N
---	---

4.3.11.10.2 Creating a weekly full system backup and ensure that it is stored at a secure off-site location as agreed by BERGRIVIER Municipality and to be made available to the Municipality on request. Register for backup and restore testing

Y	N
---	---

4.3.11.10.3 Performing system administrator duties such as registering users on the system and assigning user rights.

Y	N
---	---

4.3.11.10.4 Performing regular, scheduled history runs to remove redundant data from the system.

Y	N
---	---

4.3.11.10.5 General housekeeping and maintenance of the system.

Y	N
---	---

4.3.11.11 ensure that the Tenderer 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.

Y	N
---	---

4.3.11.12 ensure that the Tenderer 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.

Y	N
---	---

4.3.11.13 under no circumstances accept money on behalf of BERGRIVIER Municipality except for electronic payments as agreed to by the Municipality.

Y	N
---	---

4.3.11.14 under no circumstances deal directly with the public, the courts or the Directorate of Public Prosecutions, except where authorized by the Municipality to do so.

Y	N
---	---



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4.3.12 SUMMON SERVING

The Tenderer shall:

4.3.12.1 ensure that all summonses generated per month are successfully served inside and outside the boundaries of BERGRIVIER Municipality in strict compliance with all applicable legislation, judicial guidelines, authorizations and directives from the Municipality.

Y	N
---	---

4.3.12.2 ensure that summonses are served within 8 months of the date of offence, provided that this period may be extended to a maximum of 18 months where a summons has to be re-issued due to receipt of a notification of change of offender, or such other period as agreed by the Municipality. Unless the tenderer can provide sufficient reason for non-serving, a penalty of R1000.00 per summons not served will be imposed.

Y	N
---	---

4.3.12.3 Appoint an adequate number of serving agents inside and outside the boundaries of BERGRIVIER Municipality to serve the summonses generated by the Tenderer system.

Y	N
---	---

4.3.12.4 ensure that serving agents appointed to serve summonses within the boundaries of BERGRIVIER Municipality are duly authorized and approved by the Municipality to do so.

Y	N
---	---

4.3.12.5 ensure that serving agents appointed to serve summonses on behalf of BERGRIVIER Municipality in areas outside the boundaries of the Municipality are duly authorized by the applicable local authorities to do so.

Y	N
---	---

4.3.12.6 pay the fees of the serving agents for summonses served.

Y	N
---	---

4.3.12.7 ensure that the Tenderer system is capable of registering all appointed



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serving agents, tracking summonses allocated to individual servers and reporting on server performance and the status of every summons at any time.

Y	N
---	---

4.3.12.8 take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorizations and the law.

Y	N
---	---

4.3.12.9 administer all summonses and the allocation thereof to serving agents, provided that the Municipality will be responsible for stamping all summonses produced by the Tenderer system.

Y	N
---	---

4.3.12.10 allow the checking and stamping of summonses by the Municipality’s employees as and when necessary, and provide a suitable work area within the Service Centre for this purpose.

Y	N
---	---

4.3.12.11 facilitate and support the serving of summonses by the Municipality’s employees at roadblocks, or as and when determined by the Municipality.

Y	N
---	---

4.3.12.12 provide a facility for immediate, on-site production of summonses at roadblocks for the purposes of serving on offenders that have been apprehended at the roadblocks.

Y	N
---	---

4.3.13 PAYMENT FACILITIES

The Tenderer shall:

4.3.13.1 on the Tenderer system and electronic updating of the Tenderer system with fine payments so taken, if and when applicable.

Y	N
---	---

4.3.13.2 ensure that the Tenderer system is adapted to interface directly with the systems of any of BERGRIVIER Municipality’s third party payment agents to allow the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines after validation of the fine payments on the Tenderer



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system, electronic updating of the Tenderer system with fine payments so taken.

Y	N
---	---

4.3.13.3 ensure that the adaptation of the Tenderer system as envisaged above is commenced immediately upon awarding of the contract and is carried out in close cooperation with the Municipality and within the timeframes agreed to by the Municipality for implementation upon commencement of the contract.

Y	N
---	---

4.3.13.4 provide a website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras as well as on-line payment of fines. Prospective bidders will have to demonstrate to the Municipality that they have successfully implemented this capability at other Municipalities

Y	N
---	---

4.3.14 OFFENDER TRACING AND CALL CENTRE

The Tenderer shall:

4.3.14.1 establish and operate an outbound call centre within the Service Centre which shall be utilized to perform the following functions:

Y	N
---	---

4.3.14.1.1 Trace offenders with inaccurate address details.

Y	N
---	---

4.3.14.1.2 Update Tenderer system with change of offender details.

Y	N
---	---

4.3.14.1.3 Remind offenders of upcoming court dates.

Y	N
---	---

4.3.14.1.4 Notify offenders of warrants of arrest authorized.

Y	N
---	---

4.3.14.1.5 Any other activity that may be necessary to



BERGRIVIER MUNICIPALITY

assist or trace offenders.

Y	N
---	---

4.3.14.2 take effective steps to ensure that call centre employees conduct the various types of telephone calls to offenders in accordance with scripts approved by BERGRIVIER Municipality .

Y	N
---	---

4.3.14.3 ensure that the BERGRIVIER Municipality approves the content of any sms's, letters, notices or other communication sent or delivered to offenders.

Y	N
---	---

4.3.14.4 trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up to date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like.

Y	N
---	---

4.3.14.5 create and maintain an offender database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained.

Y	N
---	---

4.3.14.6 utilise the confirmed particulars in the offender database in the first instance for the production of notices and summonses.

Y	N
---	---

4.3.14.7 ensure that the Tenderer system has the facility to produce reports detailing conflicts between the information captured and the information received from the NaTIS system.

Y	N
---	---

4.3.14.8 ensure that the Tenderer system has the facility to record the registration numbers of vehicles using false number plates and to prevent notices from being sent to the legitimate owners of such vehicles.

Y	N
---	---

4.3.14.9 provide reports to BERGRIVIER Municipality giving details of vehicles using false number plates.

Y	N
---	---



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4.3.15 WARRANT OF ARREST ADMINISTRATION AND ROADBLOCK SUPPORT

4.3.15.1 Central Warrant of Arrest Office:

The Tenderer shall:

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

Y	N
---	---

- 4.3.15.1.2 allocate warrants of arrest to officers of the Municipality for execution.

Y	N
---	---

- 4.3.15.1.3 ensure proper record keeping and control over movement of warrants of arrest in and out of the Central Warrant of Arrest Office, including warrants received, on hand, allocated to officers, returned, or distributed for any other reason.

Y	N
---	---

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

Y	N
---	---

- 4.3.15.1.5 ensure that the Central Warrant of Arrest Office is manned with sufficient staff during the hours of operation of the Municipality's officers dealing with warrants of arrest.

Y	N
---	---

- 4.3.15.1.6 ensure that the Central Warrant of Arrest Office is manned with sufficient staff during roadblock operations in order to draw and prepare original warrants of arrest for officers engaged in roadblock operations and to transmit copies of documents as required.

Y	N
---	---

- 4.3.15.1.7 ensure that all warrants of arrest and summons returns of service are scanned as soon as they become available and that the database of scanned documents is maintained and synchronized with the corresponding data on the Tenderer system at all times.

Y	N
---	---



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4.3.16 OBLIGATIONS IN RESPECT OF INFRINGEMENTS AND OFFENCES ISSUED IN TERMS OF THE AARTO ACT

In the event that the AARTO Act is implemented in BERGRIVIER Municipality before, or during the term of this tender, the Tenderer shall have the following obligations in respect of infringements and offences issued in terms of the AARTO Act and Regulations, the Tenderer shall:

- 4.3.16.1 cooperate with the Municipality to implement AARTO and comply with any reasonable instruction received from officials of the Municipality in this regard.

Y	N
---	---

- 4.3.16.2 establish a secure network connection and interfaces to the NaTIS that will allow the Tenderer to perform AARTO-related transactions on the National Contraventions Register(NCR).

Y	N
---	---

- 4.3.16.3 devote sufficient staff and resources and establish sufficient technical infrastructure, which will include workstations (personal computers) for the Tenderer's NaTIS users, network connections to the NaTIS, as well as printing and scanning devices in order to perform its AARTO obligations for the Municipality.

Y	N
---	---

- 4.3.16.4 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 NaTIS system are, with the assistance of the Municipality, duly registered as NaTIS users with the correct authorizations and system profiles.

Y	N
---	---

- 4.3.16.5 upload all camera infringements and offences from the Tenderer'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



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numbers returned by the NCR will be recorded against the relevant violations on the LCMS. The Tenderer will comply with the uploading procedures as prescribed in the relevant AARTO Standard Operating Procedures (SOP's).

Y	N
---	---

4.3.16.6 perform the following functions in accordance with the relevant SOP's and under the direction of the Municipality :

Y	N
---	---

- 4.3.16.6.1 Managing NaTIS/NCR user administration of Tenderer user's.
- 4.3.16.6.2 Managing infringement notice books bulk orders on the NCR.
- 4.3.16.6.3 Capturing handwritten infringements (AARTO 01 and AARTO 32).
- 4.3.16.6.4 Capturing notices of summons to be issued for offences (AARTO 33).
- 4.3.16.6.5 Capturing unattended vehicle notices (AARTO 31).
- 4.3.16.6.6 Updating infringements on the NCR.
- 4.3.16.6.7 Uploading camera infringements on the NCR.
- 4.3.16.6.8 Uploading and scanning of all AARTO documents.
- 4.3.16.6.9 Querying infringements.
- 4.3.16.6.10 Reprinting infringement documents.
- 4.3.16.6.11 Receiving, recording and processing of AARTO elective options applications. (Excluding over-the-counter transactions which will be done by the Municipality)
- 4.3.16.6.12 Recording offences and their outcomes on the NCR.

4.3.16.7 establish the interfaces necessary to allow AARTO payments to be taken via the Municipality's cash receipting system and the Municipality's third party payment agents and for such payments to be validated and recorded on the NCR in real time.

Y	N
---	---

4.3.16.8 record unacceptable cheques/RD cheques on the NCR.

Y	N
---	---

4.3.16.9 manage court cases in accordance with the AARTO SOP's and in consultation with the Municipality:

Y	N
---	---

4.3.16.9.1 Where persons elect to be tried in court.



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- 4.3.16.9.2 Where cases originate from offences.
- 4.3.16.9.3 Record offences on the NCR
- 4.3.16.9.4 Allocate courts and court dates.
- 4.3.16.9.5 Generate and prepare summonses.
- 4.3.16.9.6 Serve summonses through summons servers authorized by the Municipality.
- 4.3.16.9.7 Generate and prepare court rolls.
- 4.3.16.9.8 Update outcomes of court proceedings on NCR.
- 4.3.16.9.9 Record arrests.

4.3.16.10 print AARTO reports, management information and statistics for the Municipality.

Y	N
---	---

4.3.16.11 record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP's.

Y	N
---	---

4.3.16.12 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.

Y	N
---	---

4.3.16.13 keep a sufficient stock of AARTO stationery to fulfill the requirements of the Municipality at all times and make such stationary available to the Municipality as and when requested at no cost to the Municipality.

Y	N
---	---

4.3.16.14 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.

Y	N
---	---

4.3.16.15 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.



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4.3.16.16 make payment to SAPO for any printing and posting of infringements, or other documents, on behalf of the Municipality

Y	N
---	---

4.3.16.17 not accept cash payments, deal directly with the public or perform over-the-counter AARTO transactions.

Y	N
---	---

4.3.16.18 in consultation with the Municipality, introduce whatever measures and arrangements may be deemed necessary to ensure the most effective functioning of AARTO in the Municipality.

Y	N
---	---

4.3.16.19 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.

Y	N
---	---

4.3.17 TRANSITIONAL ISSUES

The Tenderer shall:

4.3.17.1 take responsibility for all new fines issued from date of commencement of the contract.

Y	N
---	---

4.3.17.2 commence preparatory work as soon as the contract is awarded, so as to minimise disruption of services at the date of commencement of the contract. This includes the securing of suitable premises, setting up of the service centre, setting up of hardware and software systems, configuring the systems, appointment and training of staff, delivery and setting up of camera systems, preparing for data migration and any other preparatory work that can practically be performed before the commencement date.

Y	N
---	---

4.3.17.3 submit, in this tender, a firm proposal and commitment to the Municipality on transitional arrangements at the end of the contract period in the eventuality that a different service provider is appointed by the Municipality for a further contract period. The proposal should cover in particular the following:



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Y	N
---	---

4.3.17.3.1 continued use of the Tenderer system by the new service provider.

Y	N
---	---

4.3.17.3.2 costs involved for continued use of the Tenderer system.

Y	N
---	---

4.3.17.3.3 training and on-going support for the new service provider in the use of the Tenderer system.

4.3.17.3.4 licensing of the Tenderer system software to the new service provider.

Y	N
---	---

Y	N
---	---

4.3.17.3.5 arrangements for the possible transfer or leasing of hardware associated with the Tenderer system to the new service provider.

Y	N
---	---

4.3.17.3.6 arrangements for the possible transfer or leasing of any other infrastructure, equipment, assets, stock, documentation, consumables, etc to the new service provider.

Y	N
---	---

4.3.17.3.7 any other arrangements that could facilitate the smooth transition of operations to a new service provider with minimal disruption to the Municipality.

Y	N
---	---



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4.3.18 SECONDARY CONDITIONS OF CONTRACT

The Tenderer shall:

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

4.3.18.1.1 Nominate a suitable person based in the Western 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 BERGRIVIER Municipality and the Tenderer.

4.3.18.1.2 Replace the “contract manager” upon receipt of a written request from BERGRIVIER Municipality in the event that the Municipality is dissatisfied with the performance of the “contract manager”.

4.3.18.1.3 Acknowledge that BERGRIVIER Municipality retains ownership of the contents of the Tenderer system’s database, including all the images and offence details in respect of each offender and make available to BERGRIVIER Municipality on request any data or images that may be required for any purpose whatsoever and in the format as requested.

4.3.18.1.4 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 BERGRIVIER Municipality, the only reasonable option is to terminate all or part of the contract, BERGRIVIER Municipality may unilaterally do so after giving the Tenderer one month written notice.



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SECTION 4.4

Functionality criteria:

This bid adheres to the following functionality table and bidders must achieve 80 points out of a possible hundred to ensure that their offer is further evaluated

	CRITERIA	MS (Maximum possible score)	SO (Total score of proposal)
1	Demonstrated experience with respect to specific aspects of the project – Speed Enforcement Evaluation of details of products/solutions offered (Equipment, software, hardware, reporting flexibility etc.) 0-5 yr - 10 6-10 yr - 30 Above 10 - 50	50	
2	Organisation, logistics and support resources – Evaluation of tenderers capacity (staff, time for implementation, sub-tenderers / alliance partners, location, back-office functionality) 0-10 persons - 5 11-30 persons - 10 31-50 persons - 15 More than 50 - 30	30	
3	Demonstrated experience: (past performance) in comparable projects in the last 10 years (Client references (Copies of reference letters) a) Previous municipal speed enforcement client list/references 2-3 clients - 5 4-6 clients - 12 7 and more - 20	(20)	
	TOTAL	100	



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13. FORM OF OFFER AND ACCEPTANCE

NOTE:

1. This form must be completed 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 will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

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

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works; **Tender 8/3/8-2021 MN26/2021**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

In figures:	R	
In words:		

- 1.4. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:	<i>(Insert name and address of organization)</i>	Date
Signature of witness:		



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2. ACCEPTANCE

- 2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Bergrivier Municipality, Kerk Street, Piketberg, 7320	
Name of witness:		Date:
Signature of witness:		



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14. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
 3. Document **MUST** be completed in non-erasable black ink.
 4. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding **AND** including VAT) must reflect the same amount.

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____

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

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

Please note the following:

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



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15. DECLARATION BY TENDERER

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

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

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

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

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

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



BERGRIVIER MUNICIPALITY
SMME STATUS

98 No. 41970

GOVERNMENT GAZETTE, 12 OCTOBER 2018

SCHEDULE

The new National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	250	35.0 million
	Small	50	17.0 million
	Micro	10	7.0 million
Mining and Quarrying	Medium	250	210.0 million
	Small	50	50.0 million
	Micro	10	15.0 million
Manufacturing	Medium	250	170.0 million
	Small	50	50.0 million
	Micro	10	10.0 million
Electricity, Gas and Water	Medium	250	180.0 million
	Small	50	60.0 million
	Micro	10	10.0 million
Construction	Medium	250	170.0 million
	Small	50	75.0 million
	Micro	10	10.0 million
Retail, motor trade and repair services	Medium	250	80.0 million
	Small	50	25.0 million
	Micro	10	7.5 million
Wholesale	Medium	250	220.0 million
	Small	50	80.0 million
	Micro	10	20.0 million
Catering, Accommodation and other Trade	Medium	250	40.0 million
	Small	50	15.0 million
	Micro	10	5.0 million
Transport, Storage and Communications	Medium	250	140.0 million
	Small	50	45.0 million
	Micro	10	7.5 million
Finance and Business Services	Medium	250	85.0 million
	Small	50	35.0 million
	Micro	10	7.5 million
Community, Social and Personal Services	Medium	250	70.0 million
	Small	50	22.0 million
	Micro	10	5.0 million



Lindiwe D Zulu, MP
Minister of Small Business Development
Date: 28/09/2018

Initial 