

BID NUMBER: PM81-24/25

TENDER DESCRIPTION:	REQUEST FOR PROPOSALS FOR THE SUPPLY AND MAINTENANCE OF ELECTRONIC TRAFFIC SURVEILLANCE EQUIPMENT, CONTRAVENTION MANAGEMENT SYSTEM AND ACCIDENT MANAGEMENT SYSTEM FOR A PERIOD OF THREE (3) YEARS
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NAME OF BIDDER:

CSD NUMBER:

CONTACT NUMBER

EMAIL ADDRESS:

TOTAL BID AMOUNT:

Document Prepared by:

Polokwane Municipality
Corner Landdros Mare and Bodenstein Street
Polokwane
0699

CLOSING DATE: 03 July 2025 @ 10H00

Documents must be deposited in the bid box not later than **10:00 on 03 July 2025** when bids will be opened in public.

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Mr. Reginald Ramporo: (015 290 2467) reginaldr@polokwane.gov.za
- Supply chain enquiries: Mr. Tiro Pilusa: (015 290 2148) tirop@polokwane.gov.za
- **Bids will remain valid for a period of 90 days after the closing date.**

Bids received after the closing date and time will not be considered. Polokwane Municipality does not bind itself to accept the lowest or any other bid in whole or in part.

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the preferential procurement policy framework Act and The Preferential Procurement Regulation, 2022 and related legislation, in terms of which provision is made for this policy

1. If any pages have been removed from the bid document and have therefore not been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - (c) who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the Polokwane Municipality supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

Failure to comply with the above will lead to immediate disqualification.

“Polokwane Municipality is committed to maintaining the highest standards of honesty, integrity and ethical conduct and has adopted a zero tolerance to fraud and corruption. Thus, Polokwane municipality urges all stakeholders and potential service providers to exercise extreme caution and be vigilant of imposters in the name of the Polokwane Municipality.

Service Providers are reminded of the importance of verifying the authenticity of any requests for personal information and avoid engaging with unsolicited communications, particularly those involving financial matters or the promise of tenders and jobs. Any suspicious activity, including fraudulent calls or messages, should be reported immediately to the relevant authorities and the police for investigation. Polokwane Municipality does not request potential service providers to pay any gratification to individual in any way whatsoever in exchange for the appointment to render services for the Municipality.”

Signed by Bidder



**PART A
INVITATION TO BID
MBD1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	PM81-24/25	CLOSING DATE:	03 July 2025	CLOSING TIME:	10:00
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE SUPPLY AND MAINTENANCE OF ELECTRONIC TRAFFIC SURVEILLANCE EQUIPMENT, CONTRAVENTION MANAGEMENT SYSTEM AND ACCIDENT MANAGEMENT SYSTEM FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT Polokwane Municipality, Civic Centre, corner Bodenstein and Landdros Mare Street not later than 10:00 on 03 July 2025					
An official and compulsory will not be applicable for this project					
The Bid box is generally open 24 hours, 7 days a week.					
Completed Bid document, fully priced and signed must be sealed in an envelope marked “ Bid number and Bid description”					
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.					
Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr. Reginald Ramporo
CONTACT PERSON	Mr. Tiro Pilusa	TELEPHONE NUMBER	015 290 2467
TELEPHONE NUMBER	015 290 2148	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER		E-MAIL ADDRESS	ReginaldR@polokwane.gov.za
E-MAIL ADDRESS	tirop@polokwane.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

**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:

SCHEDULE OF CONTENTS

	BID NOTICE
	RESPONSIVENESS AND EVALUATION CRITERIA
FORM "A"	BID FORM
FORM "B"	GENERAL UNDERTAKING BY THE BIDDER
FORM "C"	GENERAL CONDITIONS OF CONTRACT
FORM "D"	GENERAL PROCEDURES
FORM "E"	SPECIAL CONDITIONS OF CONTRACT (IF ANY)
FORM "F"	BID SPECIFICATIONS
MBD 3.1	SCHEDULE OF PRICES
MBD 6.1	PREFERENTIAL PROCUREMENT FORM
ANNEXURE "A"	EVALUATION PROCESS AND CRITERIA
MBD 4	DECLARATION OF INTEREST
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	CERTIFICATE OF INDEPENDENT DIB DETERMINATION
ANNEXURE "B"	CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS
ANNEXURE "C"	AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL



BID NO: PM81-24/25

BID DESCRIPTIONS: REQUEST FOR PROPOSALS FOR THE SUPPLY AND MAINTENANCE OF ELECTRONIC TRAFFIC SURVEILLANCE EQUIPMENT, CONTRAVENTION MANAGEMENT SYSTEM AND ACCIDENT MANAGEMENT SYSTEM FOR A PERIOD OF THREE (3) YEARS

DIRECTORATE: COMMUNITY SERVICES

BUSINESS UNIT: TRAFFIC AND LICENCES

Bids are hereby invited for the **REQUEST FOR PROPOSALS FOR THE SUPPLY AND MAINTENANCE OF ELECTRONIC TRAFFIC SURVEILLANCE EQUIPMENT, CONTRAVENTION MANAGEMENT SYSTEM AND ACCIDENT MANAGEMENT SYSTEM FOR A PERIOD OF THREE (3) YEARS**

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

THIS BID IS SUBJECT TO THE, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2022, AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

The Municipality shall adjudicate and award bids in accordance with preference points of 80/20-point system, 80 points for the price and 20 points for specific goals. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days. The Council also reserves the right to negotiate further conditions and requirements with the successful bidder

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE [AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAINS MANAGEMENT REGULATIONS]

**MS. THUSO NEMUGUMONI
MUNICIPAL MANAGER
CIVIC CENTRE
LANDDROS MARE STREET**

RESPONSIVENESS AND EVALUATION CRITERIA

POLOKWANE MUNICIPALITY WILL CONSIDER NO BID UNLESS ITS MEETS THE FOLLOWING RESPONSIVENESS CRITERIA

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- A valid Central Supplier Database Number (CSD)
- Bid forms must be completed in full and each page of the bid initialed.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of municipal rates and taxes or letter from tribal authority or valid lease agreement must be attached.
- Complies with the requirements of the bid and technical specifications.
- Adheres to Pricing Instructions.
- Comply in full and observe the requirements of the Notice to Bidders

EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Polokwane Municipality Supply Chain Management Policy (on request from Municipality), the
 - a) preferential procurement regulation, and other applicable legislations.
- The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

PLEASE NOTE

The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

BID NO: PM81-24/25

I/We, the undersigned:

- a) Bid to supply and deliver to Polokwane Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Scheduled to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Forms, MBD's, SBD's and the Annexures attached hereto, should this bid be accepted in whole or in part;
- d) Confirm that this bid may only be accepted by the Polokwane Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed atthis Day of (Year)

Signature of the Bidder: _____

Name of Bidder: _____

Professional Registration No, if any, attach proof)

Address: _____

Date: _____

As Witness: 1. _____

2. _____

Particular of Sole Proprietors and partners in partnerships

Name	Identity Number	Personal Income Tax Number

(Attach of identity Document, if bidder is a Sole Proprietor and/or partners in partnership)

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned am/are authorized to enter into this contract of behalf of:

by virtue of _____

dated _____ a certified copy if which is attached to this bid.

Signature of authorized person:_____

Name of Firm: _____

Postal Address:_____

Date:

As witness: 1. _____

2. _____

Please Note:

The prices at which bids are prepared to supply the goods and materials or perform the services must be placed on the column on the Form provided for that purpose.

Failure on the part of the bidder to sign the Form of Bid and initial each page of this bid document will result in a bid being disqualified.

Bank account details of bidder:

Bank: _____

Branch: _____

Branch Code: _____

Accounting Number: _____

Type of Account: _____

PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL TO BE ATTACHED (ARRANGEMENTS MADE WITH COUNCIL WILL BE TAKEN INTO CONSIDERATION).

NOTE: THE AUTHORIZED SIGNATORY MUST SIGN ANY ALTERATIONS TO THE

BIDDER DOCUMENT IN FULL

ANY COMPLETION OF THE BIDDER DOCUMENT IN ERASABLE INK WILL NOT BE ACCEPTED

BIDDING INFORMATION

Details of person responsible for bidding process

Name _____

Contact number _____

Address of office submitting bid _____

Telephone _____

Fax no _____

E-mail address _____

VAT Registration Number _____

AUTHORITY FOR SIGNATORY

Signatories for close corporation and companies shall conform their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on _____ 20____

Mr/Ms. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract _____ No _____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company:

In his/her capacity as: _____

Date: _____

Signature of signatory

As witness: 1. _____

2. _____

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

1. **"Acceptable bid"** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2011).
2. **"Chairperson"** means the chairperson of the Polokwane Municipality Bid Adjudication Committee.
3. **"Municipal Manager"** means the Municipal Manager of the Municipality.
4. **Committee"** refers to the Bid Adjudication Committee.
5. **"Council"** refers to Polokwane Municipality.
6. **"Member"** means a member of the Bid Adjudication Committee.
7. **Service providers"** refers to the bidders who have been successful in being awarded Council contracts.
8. **SMMes"**(Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996.
9. **Contract"** refers to legally binding agreement between Polokwane Municipality and the service provider.
10. **Bid** "means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. **Contractor"** means any natural or legal person whose bid has been accepted by the Council.
12. **"Closing time"** means the date and hour specified in the bid documents for the receipt of bids.
13. **"Order"** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. **"Written" or "in writing,"** means hand written in ink or any form of mechanical writing in printed form.
15. **"Highest acceptable tender"** Means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders
16. **"Historically Disadvantaged Individual (HDI)"** means a South African Citizen (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) ("the Interim Constitution"); and/or (2) Who is a female; and /or (3) Who has a disability; Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;
17. **"Lowest acceptable offer"** Means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders
18. **"Specific goals"** Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged

by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994

19. **“Tender for income-generating contracts”** Means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions

INTERPRETATION:

1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes:-
3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Polokwane Municipality.

On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Polokwane Municipality during the validity period indicated and calculated from the closing time of the bid.

This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Polokwane Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby

undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Polokwane Municipality legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicate to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.

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

I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfillment of this contract.

I/we declare that I/we have participated /no participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved: _____

General Conditions of Contract

1 DEFINITION

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 goods are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of component parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight

and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, component and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, 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 nonrefundable 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 so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GC 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.

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 furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the 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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspections requirements indicated in the bidding documents and no mention is

Made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 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 weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the 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: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the Delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3

Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.3 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the 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

18.1 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

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

20. Subcontracts

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

21. Delays in the performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration

and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available. 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the 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 service 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 associate time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed.

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

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or

other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first- mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and / or person restricted by the purchaser;
- (ii) The date of commencement of the restriction
- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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, supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

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

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

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and

Other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the Purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties 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 PROCEDURES

1 General Directives

- 2.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
- 2.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 2.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 2.4 The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
- 2.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
- 2.6 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
- 2.7 The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation.

The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed to

communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3 Payment of bid documents

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

- 4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in the national treasury publication portal www.etenders.gov.za, the website of the municipality or any other appropriate ways (which may include an advertisement in Polokwane Municipality Notice board)

5 Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

- 6 Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- 7 Bids submitted must be sealed.

8 The following information must appear in any advertisement:

- Bid number;
- Description of the requirements;
- The place where the bid documents can be obtained;
- The date, time and venue where site inspection/briefing session will be (if applicable);
- Closing date and time;
- The fee applicable that must be paid before the bid documents will be issued; and
- The name and telephone numbers of the contact person for any enquiries

9 Site meetings of briefing sessions (if applicable)

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

10 Handling of bids submitted in response to public invitation

10.1 Closing of bids

All bids will close at **10H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

10.2 Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management or his/her delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

10.3 Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid

closure endorsed on the front cover of the bid document.

Should the validity period expires on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

10.4 Consideration of bids

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.
- The decision by the Municipality regarding the awarding of a contract must be final and binding

10.5 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

11 Compliance with bid conditions

12 Meeting technical specifications and comply with bid conditions;

13 Financial ability to execute the contract; and

- (i) The number of points scored for achieving specific goals objectives and points scored for price.

14 Evaluation of bids on functionality and price

14.1 All bids received will be evaluated on functionality and price.

15 The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

- I. The number of points scored for achieving specific goals objectives must be calculated separately and must be added to the points scored for price.
- II. Only bid with the highest number of points will be selected.

16 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form.

The successful service provider will be required to sign the service level agreement.

Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted

17 Publication of bids results

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

18 Cancellation and re-invitation of bids

- I. In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system

II. In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50 million threshold, all bids received must be evaluated on the 90/10 preference point system

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

Municipal Manager may, prior to the award of a bid, cancel the bid if:

Due to changed circumstances, there is no longer a need for the services, works or goods requested.

Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or

Funds are no longer available to cover the total envisaged expenditure.

Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: or

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)

BID NUMBER: PM81-24/25

BID DESCRIPTION: REQUEST FOR PROPOSALS FOR THE SUPPLY AND MAINTENANCE OF ELECTRONIC TRAFFIC SURVEILLANCE EQUIPMENT, CONTRAVENTION MANAGEMENT SYSTEM AND ACCIDENT MANAGEMENT SYSTEM FOR A PERIOD OF THREE (3) YEARS

SPECIAL CONDITIONS OF CONTRACT

Minimum Requirements

Only tenders that contain the minimum requirements specified below will be considered. Failure to submit the following minimum requirements in the tender will render your bid non- responsive.

1. Proof that the bidder has at least one Metropolitan Municipality Administration as a current client with a similar contract, i.e. provision of enforcement equipment, back-office system and services and crash management services.
2. Proof that the bidder can demonstrate the supply and deployment of fixed and mobile cameras utilized by clients in South Africa as a client in the last two (2) years with a similar contract, i.e. provision of enforcement equipment and back-office system and services.
3. Proof of ability to access NaTIS - on-line and in real time to immediately obtain the licensing status of vehicles whose number plates are read by the Automatic Number Plate Recognition (ANPR) technology.
4. Proof of ability to access SAPS systems on-line and in real time to immediately determine from the SAPS database whether vehicles, whose number plates are read by the Automatic Number Plate Recognition (ANPR) technology, are stolen or wanted for other reasons.
5. Proof of the Certificate of compliance to the International Standard (ISO 9001:2015).
6. Proof of SABS certification of camera equipment which will be supplied in this tender, comply with SABS 1795, including Part 5, "Data capturing and recording devices for road traffic law enforcement equipment".

BID NUMBER: PM81-24/25: REQUEST FOR PROPOSALS FOR THE SUPPLY AND MAINTENANCE OF ELECTRONIC TRAFFIC SURVEILLANCE EQUIPMENT, CONTRAVENTION MANAGEMENT SYSTEM AND ACCIDENT MANAGEMENT SYSTEM FOR A PERIOD OF THREE (3) YEARS

1. INTRODUCTION

The **Polokwane Municipality** intend to procure the services of a suitable and accredited service provider for **the Supply, Support, Maintenance and Management of an Electronic Traffic Surveillance, a Contravention Management System and an Accident Management System**. This service will be to provide a fully integrated speed enforcement system, and number plate recognition system with support services to the Municipality's core function Directorate, ***Traffic Management***.

The primary aim of this project is for improving quality, service and accident reduction. The focus area for the use of **Electronic Traffic Surveillance, Contravention Management System and Accident Management System** will be for the traffic management, law enforcement and related services.

2. SCOPE

The constant change and evolution of technology has warranted the Municipality to move towards a structured integrated services required for using Electronic Traffic Surveillance and Contravention Management System and related services. The scope of this project is thus to supply:

No	ITEM DESCRIPTION	QUANTITIES
1	Radar Mobile Camera	14
2	Camera Fixed Sites	7
3	ANPR Roadblock Unit and ancillary equipment	3
4	Back Office – Traffic Contravention Management which includes processing of all camera violation, violations from handheld devices and handwritten notices from capture to finalisation.	0 Training our staff
5	Back Office – Accident Management System which includes capturing and processing of all Accident Reports	0 Training our staff
6	Back Office – Revenue Protection and Enhancement Services , which includes online and walk-in payment platforms, call centre, electronic	0

No	ITEM DESCRIPTION	QUANTITIES
	communications, data management and other traffic related revenue enhancement opportunities.	Training our staff
7	Handheld Devices (S341, S54, S56, AARTO, Accidents, Impound and Events)	118 (91 Traffic officers + 24 By-Law Enforcement)
8	Common Control Interface – Management Dashboard and Crime Enforcement System.	1 linked to satellite office as and when needed.

Service Provider must:

1. Training of Municipality back office officials to use the provided systems.
2. Supply Roadblock technical equipments and train traffic officers for use.
3. Supply Technical support staff
4. Hardware and software for the Back Office systems
5. Supply Roadblock Units equipped with, computers, printers, cameras and stationery for printing summonses and enquiries.
6. Prepare and print all relevant notices from the Back Office.
7. Provide a team to Serve Sect 54 summonses
8. Manage case results.
9. Supply Handheld Devices Integrated with the Contravention Management System for issuing of Section 341 and Section 56 Notices, serving Section 54 Summonses and capturing Accident Reports.
10. Train Officers on the use of cameras.
11. Train officers on the use of Roadblock Systems.
12. Supply a call centre for traffic fines queries, issuing of electronic communications, cleansing data, issue bulk sms to offenders and reminder notifications for collections of fines.
13. Supply Mobile Radar and ANPR Cameras.
14. Supply Fixed ANPR Camera Sites.
15. Compile DPP Applications for submission by client
16. Automatic change of offender website for proxies to enable businesses with large fleets of vehicles to automatically redirect fines to the driver.

17. Fine payment website enabling payment of fines on the internet and at walk-in centres. Innovation for revenue protection and enhancement.

3. DELIVERABLES

3.1. Mobile Tracking Radar Camera must be able to:

- Able to operate on fully automatic mode.
- Built-in GPS / 3G / LTE.
- Remote access to the camera system using Wi-Fi and LTE.
- Wireless triggered flash for night operation.
- High quality, colour day/ night image operation (with optional flash).
- The ability for the officer to select the offence location based on pre-programmed sites to minimise officer errors.
- Automatic Vehicle Classification.
- Lane Identification (up to 5 lanes).
- Simultaneous Dual Direction operation.
- High brightness touch screen for easy operation and fast setup.
- Instant image zoom on every infringement image captured.
- Global shutter 9MP colour camera or better.
- Integrated video camera able to take 5-second videos of each offence incident.
- Able to do ANPR of vehicles passing the camera during the operation.
- Up to 12-hour continuous operation on a single battery charge.
- Infringement data stored on the internal 500GB solid-state memory is tamper proof and fully encrypted.
- Robust and compact design.
- Session statistics [Max speed, 85 percentile, average speed, vehicle count, session length, highest offence speed, etcetera].
- Ability to browse through previous images during a session.
- Certified SANS 1795, including Part 0, 2 and 5.
- Approval of the Director Public Prosecutions:
- The camera systems shall produce evidence of each offence in full Compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in

digital form with all required infringement information (including any amendments during contract period).

3.2. **Mobile Office/ Road-block system /ANPR system**

Key capabilities are:

- ANPR (Automatic Number Plate Recognition) System that will record vehicles and highlight the vehicles with:
 - Outstanding fines
 - Summonses
 - Warrants
 - Stolen vehicles
 - Un-licenced or un-roadworthy vehicles
 - Cloned / duplicate / false number plates
 - Vehicles with outstanding traffic fines
- Check driver license and any unpaid fines against the driver (in cases where driver is not the vehicle owner).
- Print a list of unpaid fines, summonses, warrants as well as the value of the fines.
- Produces a digital print of scanned warrants.
- Web-viewing facilities, where offenders can view camera-related offences.
- Payment facilities; either cash or credit card or online web payments.
- Live link to NaTIS to check vehicle status such as license of roadworthy.
- Live link to NaTIS to check driver license or PrDP status.
- Provide a vehicle which is secured and fitted with a drop-safe.
- Printing of receipts.
- Immediate/ live update on Traffic Contravention System.
- Roadblock system must be fully self-contained for mobile enforcement.
- Must have a fully networked data base system and Automatic Number Plate.
- Recognition (ANPR) camera that automatically screens all vehicles approaching the deployed system. The on-board server must be linked via appropriate connectivity for the location to regional as well as National data bases. The data derived from the ANPR camera must be screened against these data bases and vehicles matching the search criteria selected will immediately (less than 2 seconds from ANPR read)

sound alarms that notify officials to intercept the vehicle. At the same time all details related to the vehicle must be available for review and Further processing.

- Typical information that must be provided includes outstanding warrants, all offences that are linked to the vehicle registration number and vehicle license status.
- Facilities must be provided for the administration of legal documents by appropriate officials as well as facilities to deal with On-line or manual payments if so required.
- The ability to produce, print and serve S54 Summonses in person on motorists by ID number
- The following Emergency Warning Equipment must be provided in the Roadblock Trailer:
 - Road sign set, Signs indicating a reduction of speed (highway sign sizes as per regulations)
 - Road Narrows from Left, Road Narrows from Right, Keep Left, Keep Right, Speed hump ahead, Check
 - Point Traffic Control are all present to allow for a safe and secure roadblock
 - Reflective jackets to be used by the officers on duty for their safety and that of the road users
 - Night Flashers and Floodlight units
 - Road Cones 450mm with sleeves to clearly demarcate the road block area
 - 4.2 kVA Generator for power to Roadblock equipment
 - Portable speed bumps to be used to slow down vehicles approaching the roadblock
 - A Fire extinguisher.

3.3. **ANPR (Provide Roadblock Bus)**

- Must be industry leading ANPR cameras with highly developed Optical Character Recognition software capturing all reads to data file. The Optical Character Recognition Engine software must be able to interpret all manner of plates, including all those encountered within Southern Africa. **Live link to NaTIS**
- Able to operate day and night
- The camera unit must have integrated Infra-Red (IR) illuminator making it possible to deploy the vehicle at any time. It must have Multiple remote databases. The vehicle must be able to query information from various databases on number plate reads and return results instantly. Area specific databases must also be able to be loaded manually into the system if required. Facilities must also be provided for individual

alerts to be sent to the vehicle. The ANPR cameras installed on a vehicle must capture number plates in all lanes and compare these number plates to different databases supplied from various sources e.g. NaTIS, Traffic database for outstanding fines, warrants, as well as the Unicode database where all the SAPS stolen and circulated vehicles and other vehicles of interest have been logged. The system must automatically detect these vehicles and must alert the respective authorities of the status of the vehicles.

- Handheld summons books
- Must have the ability to laser Scanning both vehicle as well as drivers' license.
- Print NPA notices or infringements
- All system must be AARTO ready with no additional costs to the department.

3.4. Back Office – Traffic Contravention Management System (To Train available Municipality Back office staff)

- The contravention system must be built on the latest Microsoft SQL platform, thus making it an internet-based system that can be accessed from anywhere with the proper access and security levels. This to give users the flexibility of logging in to the system from remote sites to access any information required.
- The system must have complete back-office function associated with traffic offences, right through all processes until the cases have been finalised.
- The system must be able to configured and interface with payment systems, like 3rd Party payment channels, Banks, South African Post Office (SAPO) and the like.
- It must interface directly with the call centre campaign system as well as the ANPR Roadblock System.
- Capture the data related to the following:
 - Section 341 notices issued
 - Section 56 notices issued
 - Representations received from offenders
 - Representation results
 - Court results
 - Authorization of Warrant of Arrest
 - Name and address changes
 - Change of offender detail

- Return of Service of summonses
- Interface with the e-NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the contractor system accordingly.
- Interface with the e-NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the e-NaTIS system.
- Generate, print and process the following documents
 - Section 341 notices (camera mailers)
 - Notification of No Admission of Guilt offences
 - Notification of Red-Light Violation offences
 - Notice Before Summons (2nd notice)
 - Warrant of Arrest notices
 - Representation acknowledgement letters
 - Representation result letters
 - Include a full colour image and relevant offence details on Section 341 Notices printed in respect of camera related offences.
- Generate, print and process the following Court related documentation by Court:
 - Section 54 Summonses
 - Court Rolls
 - Admission of Guilt Register
 - Contempt of Court Register
 - Warrant of Arrest Register
 - Comparison of monthly offence volumes.
 - Status of all offences at the various processing stages.
 - Representation results showing "proceed", "withdrawn", "reduced" separately.

1. Outstanding Representation Results

- Officer statistics and productivity.
- Creating regular backup of all data and images captured
- Performing system administrator duties such as registering users on the system and assigning user rights.
- 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.

- The following activity logs must also be available per user:
 - 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.
 - Provides for an integrated module for officer book administration, including but not limited to, the allocation of books to individual officers or officer groups,
 - Monitoring of notices handed in by individual officers, alerting of outstanding notices at time of issue of additional books to an officer, reporting on outstanding notices per book and per officer.
 - Website that allows for the ease of the public to be able to log on to the internet and view their fines from anywhere in the world.

2. Back Office – AARTO

Should the Administrative Adjudication of Road Traffic Offences (AARTO) Act be implemented in the Limpopo Province before or during the period of the tender, the contractor will be expected to process all offences and infringements issued under the AARTO Act in accordance with the AARTO legislation and the AARTO Standard Operating Procedures (SOP's). The contractor will process AARTO infringements as prescribed, which could be either directly on the National Road Traffic Offence Register (NRTOR), or via the contractor's own system as a front-end system. At the same time the contractor must conclude all non-AARTO cases on the contractor's own system.

3.5. Accident Management System

The services to be provided under the Accident Management System must include the following:

- Provide for the scanning of manually completed accident report forms and converting it into the original data source.
- The service must provide for the legislated Crash management reports electronically in the handheld device:
 - Provide for the utilisation of handheld devices for the capturing/completing of Accident Reports:
 - Must automatically detect and populate fields related to location or GPS coordinates. The device must prompt officers to confirm the exact location.
 - Provide for the scanning of manually completed accident report forms and converting it into an electronic image and an electronic report.

- Electronic completion of the Accident Report Forms.
 - Must Scan barcodes not limited to the Accident report form, Driver's License, Motor vehicle License and automatically populate the required fields on the Accident forms.
 - Provide tab for officers to verify and update driver information, e.g. contact details, address, etc. and retain the legacy information.
 - Must integrate with NaTIS
 - Provide fields to capture additional information for details of all vehicles, people (drivers, passengers, pedestrians, potential witnesses, etc.) involved in the crash.
 - The bidders' system must automatically record the Officer details.
 - Provide for system capabilities for system administrators to register users utilising the handheld device.
 - Replicate the accident report form electronically and provide dropdown menus for the different sections of the forms.
 - Provide for on-display drawings.
 - The electronic forms must cater for all the fields provided for but not limited to the accident report forms.
- Specific requirements for an Accident Management System are as follows (but should not be restricted to the items listed):
 - The system should be fully web based, that is maintenance, security and backup.
 - Municipality data must remain at the end of contract.
 - Communication to the web server should be encrypted with SSL.
 - The web system should ensure multiple layers of redundancy, that is a system which is 100% functionality at all times.
 - A full disaster recovery plan should be provided and provide testing reports on quarterly basis.
 - The service provider should supply all hardware and infrastructure required for the operation of the system.
 - The system should be integrated with the Traffic Management System.
 - Accident forms should be scanned electronically from remote locations.
 - Scanning should be done directly into the database without the need to first save any documents to the local computer.
 - All accident forms should be available electronically.

- The system should be such that the results from the analysis can be used to direct road improvements, traffic policing as well as road traffic safety programmes. The bidder must demonstrate the mechanism of how this requirement will be addressed.
- The system should differentiate amongst different modes of transport.
- The system should be integrated and compatible with other relevant provincial and national systems, e.g. NaTIS.
- The system should be able to retrieve information about drivers and vehicles directly from NaTIS. The bidder must demonstrate the mechanism of how this requirement will be addressed (how and when).
- The system should integrate with the client's payment module to reference a valid payment receipt for distributing accident forms. Accurate audit trails and reports for all such transactions must be captured and reported by the system.
- The system should be accessible to all users.
- The printing of accident forms should be strictly limited, controlled, accurate audit trails, and reports for all such transactions must be captured and reported by the system.
- The system should allow for user permissions to be strictly controlled at a page and field level.
- A full audit trail should be kept of any actions performed on the system.
- Provision should be made for integration with municipal systems.
- The system should utilise the client's road referencing system and GIS. The bidder must demonstrate the mechanism of how this requirement will be addressed.
- The computerised system should comply with internationally accepted IT standards.
- A detailed plan should be provided on how accident forms will be sourced for processing and capturing into the system.
- A detailed methodology should be provided on the processes applied to an accident form to ensure that the form is captured correctly into the system.
- Accident data should be available immediately after capturing into the system.
- Regular accident analysis reports should be compiled.
- When required, a report should be compiled for a specific period, i.e. the December holiday period or for a specific road section.
- When requested, the service provider should assist the client with physical inspection of potential hazardous locations.

- The service provider should ensure proper liaison with relevant role-players such as the SAPS.
- The service provider should include the services of a traffic engineer to assist with specific analysis that may be required, at no extra cost.
- Regular managerial reporting on accident statistics and trends as well as identified hazardous locations based on the system should be provided.
- Ad hoc reports or statistics should be provided when requested.
- The system should have an integrated monitoring screen displaying live work on hand, staff utilisation, productivity, and backlog.

3.6. **ANPR**

- Must be industry leading ANPR cameras with highly developed Optical Character Recognition software capturing all reads to data file. The Optical Character Recognition Engine software must be able to interpret all manner of plates, including all those encountered within Southern Africa. **Live link to Natis**
- The camera unit must have integrated Infra-Red (IR) illuminator making it possible to deploy the vehicle at any time. It must have Multiple remote databases. The vehicle must be able to query information from various databases on number plate reads and return results instantly. Area specific databases must also be able to be loaded manually into the system if required. Facilities must also be provided for individual alerts to be sent to the vehicle. The ANPR cameras installed on a vehicle must capture number plates in all planes and compare these number plates to different databases supplied from various sources e.g. Natis, Traffic database for outstanding fines, warrants, as well as the Unicode database where all the SAPS stolen and circulated vehicles and other vehicles of interest have been logged. The system must automatically detect these vehicles and must alert the respective authorities of the status of the vehicles. Handheld summons books
- Must have the ability to laser Scanning both vehicle as well as drivers' license.
- Print NPA notices or infringements
- Provide the ability for an Automated or Manual generation of a VOSI (Vehicle of Special Interest).
- All systems must be AARTO ready with no additional costs to the department.

3.7. **Handheld devices**

- The Service Provider shall supply an Android mobile enforcement device which enables traffic officers working on the road to capture offences or infringements as they occur
- The Handheld (HHU) Ticketing solution shall have the following functionalities:

- The device allows officers on the road to input offence or infringement data
- The device scans license disc of motor vehicles and driving licenses and queries Natis, SAPS or even custom stored databases.
- Once the infringement data is captured on the device, the device is able to print an electronic notice via Bluetooth connectivity. The notice is issued to the offender forthwith.
- The device must allow an officer to issue a citation in offline mode during times of limited network coverage.
- The HHU devices must contain rechargeable batteries. The battery of the devices shall last at least eight hours
- The Service provider shall maintain and repair the device.
- The Service provider must provide sufficient insurance cover against vandalism, damage or losses of equipment at his/her expense
- The Service Provider must write to the National Director of Public Prosecutions to get approval before embarking on using of the HHU devices.
- The Service Provider together with the Provincial authority must get approval from the courts to use the Handheld devices.
- The Service Provider must provide all sim cards and data for Handheld devices.
- The Service Provider must provide all printers (Bluetooth) and paper that will be used with the Handheld devices.
- A productivity report on Handheld usage must be automatically distributed, Daily, weekly, monthly, quarterly, and annually.

3.8. War Room Common Interface

The Municipality is seeking to modernise its traffic law enforcement and road safety operations in the province. Central to this modernisation is the "use of technology to provide better support to officers in the field, and to provide better information to management in support of decision making.

A set of common interfaces are to be implemented and will be used by several different applications across the department. The common interfaces will also be called from outside the department by authorised applications.

Although not exhaustive, the interfaces will be utilised by:

- Handheld Devices (HHU's)
- Fixed and Portable Remote Monitoring (Fixed monitoring at weighbridge and monitoring of portable mobile cameras);
- Smart Roadblocks where interfaces will be called from a laptop attached to ANPR device/camera at the roadside;
- South African Police Station (SAPS);

- Traffic Contravention Management System, including Natis interface;
- Accident Management System;
- Custom databases for crime prevention (vehicles of interest) and warrants of arrest;
- Incident Management System;
- Impound System;

4. TRAFFIC DEPARTMENT'S RESPONSIBILITIES

1. Supply admin staff for the required office
2. Supply cashiers at all traffic offices and at the Roadblock.
3. Supply enough Officers for the execution of camera deployment and execution of warrants of arrests.
4. Supply vehicles for the deployment of cameras
5. Supply and install signage for deployment of cameras
6. Supply Clerks of Court for the preparation and signing of summonses
7. Supply communication network between regional offices
8. Supply speed points for payments at the Roadblocks
9. Supply officer books where mobile devices are not used
10. Supply office accommodation for the Back Office operations
11. Supply SIM cards and printer paper for Handheld Devices
12. Obtain Director of Public Prosecutions (DPP) approvals for all prosecution sites with document preparation by the Service Provider.

5. DURATION OF CONTRACT

The Municipality will enter into a contract with the successful Service Provider who meets all the requirements and deliverables as set out in this Request for Proposal (RFP) for a fixed term contract of thirty six (36) months. At the end of the contractual period, the Municipality reserves the right to extend the contract for an additional period, as which may be determined by the Municipality's needs.

6. EVALUATION CRITERIA

Proposals will be evaluated on functionality, compliance to specification, administrative compliance, price and preferential point system.

6.1. Functionality

- Only tenders that contain the minimum requirements specified will be considered.
- Responsive tenders will be evaluated in two stages. In the first stage the bidders' ability to deliver and experience will be evaluated. All bidders scoring a total score of less than 70% in the first stage will be disqualified.
- Bidders who passed the first stage of evaluation will undergo a second stage of evaluation. In the second stage the Department reserves the right to invite bidders to demonstrate compliance with the functional specification of the tender.
- Only those tenders that achieve the minimum score of 70% for functionality and the minimum requirements specified in the first and second stages of evaluation will be further be evaluated on price and specific goals.
- Successful tenders will be further evaluated in terms of price and preference points.

STRUCTURED PAYMENT SCHEDULE

The municipality wishes to engage service provider on an all-inclusive per paid fine basis.

ITEM NO.	DESCRIPTION OF PRICING REQUIRED AS PER SPECIFICATIONS	(1) ESTIMATED TOTAL NUMBER PER MONTH	(2) PRICE PER NOTICE (Excluding Vat)	(3) ESTIMATED TOTAL PRICE PER MONTH (Excluding Vat) = (1X2)
1	Payment per successfully paid Handheld device Written fine	1,000		
2	Payment per successfully paid Camera fine prosecutions.	5,000		
3	Section 54 Notices Served	100		
Total (excl VAT)				
VAT (15%)				
Total (incl VAT)				

Please Note: The total estimated monthly count will only be used for the evaluation purpose only. Service providers will be remunerated using the actual for the month

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	MEANS OF VERIFICATION DOCUMENTS REQUIRED	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership of 51% or more by persons who are black	CSD/Company registration copy and ID Copies of directors	5	
Ownership of 51% or more by persons who are woman	CSD/Company registration copy and ID Copies of directors	5	
Ownership of 51% or more by persons who are disable	Medical report indicating disability	4	
Ownership of 51% or more by persons who are youth	CSD/Company registration copy and ID Copies of directors	4	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	municipal rates and taxes statement of account/ signed valid leasing agreement/Letter from tribal authority	2	
Total points claimed		20	

Table 2: Business entity ownership disclosure

Bidders must list all shareholders and provide ownership information in terms of the business entity registration certificate

Full Names	Identity Number	% of ownership	South African (Yes/No)	Race	Gender	Disable (Yes/No)	Youth (Yes/No)	Local enterprise (Yes/No)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

EVALUATION PROCESS AND CRITERIA

BID NO: PM81-24/25

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 Critical Criteria:

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Authority to sign filled in full.
- All Pages initialed
- Certified ID Copies of All Directors/Members/Shareholders of The Company/Business (If JV, For Both)
- Valid original tax compliance status certificate (If JV, For Both)
- Joint venture agreement (Where applicable)
- Pricing Schedule in black ink
- Signed for all alteration and in the Pricing Schedule
- Central Supplier Database (CSD) report (If JV, For Both)
- Company certificate
- Municipal rates and taxes/Lease agreement/Local tribal authority letter (**For company and all the directors**) not older than 3 months
- Completed and signed Invitation to bid (**MBD1**)
- Completed and signed declaration of interest (**MBD4**)
- Completed and signed declaration for procurement above R10 million (Including tax) (**MBD5**)
- Completed and signed preference points claim form (**MBD6.1**)
- Completed and signed declaration on past SCM practices form (**MBD8**)
- Completed and signed certificate of independent bid determination (**MBD9**)

NB: THE BIDDERS THAT MEET THE ABOVE ADMINISTRATIVE COMPLIANCE WILL FUTHER BE EVALUATED ON FUNCTIONALITY

PHASE 2. Functionality

First Stage Evaluation

A description of the evaluation criteria and the applicable points is given in the table below for the bidder's **ability to deliver and experience**.

No	EVALUATION CRITERIA	RATING	MAX SCORE
1	Company Experience: Type of client with similar contract, i.e. Experience in supply and maintenance of electronic traffic surveillance, contravention management system and accident management. Provide Appointment and reference letters per project and above.	Projects successfully undertaken 5 x Municipality = 10 10 x Municipalities = 20	20
2	Human Resources: Staffing: Total number of permanent and temporary employees in company.	None or no response = 0 < 25 staff = 2 26 - 50 staff = 5 > 51 – 100 staff = 15	15
3	Capacity: Number of qualified personnel to be designated to the project. Please provide CV's Attach a comprehensive CV with clear and Certified Qualifications. Please provide CV's and Certified Qualifications.	Contracts Manager with at least 10 years of experience in management of traffic contravention and back office/ Min NQF Level 6 = 10 points Contracts Manager with at least 5 years of experience in management of traffic contravention and back office/ Min NQF Level 6 = 5 points Two Camera Technicians with at least 10 years of experience in camera law enforcement equipment deployment and support/ Min NQF Level 6 = 4 points One Camera Technician with at least	20

No	EVALUATION CRITERIA	RATING	MAX SCORE
		<p>5 years of experience in camera law enforcement equipment deployment and support/ Min NQF Level 6 = 2 points.</p> <p>Two IT Technical Personnel with at least 10 years experience in Traffic Systems software development with Min NQF Level 7.</p> <p>Please provide comprehensive CV with clear experience in software development = 4 points</p> <p>One IT Technical Personnel with at least 5 years' experience in Traffic Systems software development with Min NQF Level 6.</p> <p>Please provide comprehensive CV with clear experience in software development = 2 points</p> <p>Equipment available for the contract (Owned or Leased)</p> <p>Two Mobile Office = 2 points</p> <p>One Mobile Office = 1 point</p>	
4	<p>Technology: Equipment owned or leased: Number of ANPR vehicles and/or Roadblock buses</p> <ul style="list-style-type: none"> - Provide Proof of Asset register and Natis registration. 	<p>None or no response = 0</p> <p>< 5 = 5</p> <p>5 - 10 = 10</p> <p>> 10 = 15</p>	15
5	<p>Size of largest current contract:</p> <p>Volume of monthly offences issued (S341, S56, and/or AARTO)</p>	<p>None or no response = 0</p> <p>< 20 000 notices = 5</p> <p>20 000 – 50 000 notices = 10</p> <p>≥ 50 000 notices = 15</p>	15
6	<p>Technology: Number of fixed and mobile cameras supplied and currently utilized by clients in South Africa</p> <ul style="list-style-type: none"> - Provide Proof of Asset register with linked serial numbers to be verified accordingly. - The camera must have passed all SANS 1795 tests (certification 	<p>None or no response = 0</p> <p>< 50 = 1</p> <p>50 - 80 = 5</p> <p>> 80 = 10</p>	10

No	EVALUATION CRITERIA	RATING	MAX SCORE
	to be provided)		
7	Traffic Contravention Management Collection System: Back-office programme for data capturing that can fully incorporates with Municipal Financial Billing System, Traffic System, CPA, AARTO and all relevant tools and equipment. Back office programme with Sole Provider document with unique features and modules that include: <ul style="list-style-type: none"> - ANPR Module - Traffic Fine Payment Portal - Vehicle Impoundment System - Image upload System. 	None or no response = 0 Back-Office System that fully complies with all the mentioned unique features = 3 points.	3
8	Traffic Contravention Management Collection System: MSCOA Integration. (Please provide confirmation from municipal)	None or no response = 0 Back-Office System that is interfacing with MSCOA = 2 points.	2
TOTAL			100

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

Second Stage Evaluation

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

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

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

Points allocation for second stage evaluation	Points
Tender requirements and objectives met fully	2

No	EVALUATION CRITERIA	Max	Weighting
1	Camera Services		24
1.1	Ability to supply mobile cameras and accessories.	2	
1.2	Capability to repair and maintain cameras	2	
1.3	Ability to supply and install fixed speed cameras systems.	2	
1.4	Ability to demonstrate the operation of cameras with Artificial (AI) Intelligence capabilities	2	
1.5	Ability to prepare and submit way-leave applications	2	
1.6	Capability to conduct speed surveys	2	
1.7	Ability to install signage related to speed camera enforcement	2	
1.8	Capability to provide on-site field technical support	2	
1.9	Ability to train and provide camera operator certificates to officers	2	
1.10	Capability for data capturing, verification, uploading of camera images	2	
1.11	Capability for adjudication and viewing of camera cases	2	
1.12	Ability to supply a dashboard for monitoring of all front-end equipment (mobile cameras and Handheld Units)	2	
2	Back Office – Traffic Contravention System		38
2.1	Ability to supply a working version of a contravention application / system	2	
2.2	Ability to provide technical hardware/software maintenance and support services	2	
2.3	Ability to comply with City's Application Architecture guidelines through application demonstration and submission of architectural documentation	2	
2.4	Ability to demonstrate that the tenderers' software can integrate in real-time with Point-of-Sale systems e.g. a City's Cash Receipting system, 3rd party online payment platforms and 3rd party assisted services.	2	
2.5	Ability to demonstrate a backup process to an existing system	2	
2.6	Ability to automatically import Handheld Device offences	2	
2.7	Ability to scan and transmit handwritten offences for capturing, and capture handwritten offences.	2	
2.8	Capability to change of offender at warrant stage.	2	
2.9	Ability to print and send all notices and court documentation	2	
2.10	Ability to send all notices and reminders via electronic communication	2	
2.11	Availability or ability of an automated representation module for e-mails received	2	
2.12	Availability or ability for an automated signing by clerk of the court section 54 summons module	2	
2.13	Ability to produce warrants with court roll for pre-authorisation	2	
2.14	Ability to produce and provide comprehensive statistics	2	
2.15	Ability to finalise redundant cases	2	
2.16	Availability or ability to supply officer books and book administration module	2	
2.17	Ability to provide a Summons serving service by authorised servers or contracting with a duly authorised agent to perform summons service.	2	
2.18	Access to data washing services to improve contact details of offenders	2	

No	EVALUATION CRITERIA	Max	Weighting
2.19	Ability to prevent sending of notices for false or duplicate number plates	2	
3	Back Office – Accident Management System		6
3.1	Ability to scan and capture manually completed accident report forms.	2	
3.2	Ability to capture accident report forms on the Handheld Device	2	
3.3	Ability to demonstrate a fully compliant Accident Management System	2	
4	Payment Facilities and Collections		12
4.1	Ability to interface with a Cash receipting system and third party payment systems for on-line, real-time validation of payments	2	
4.2	Ability for on-line, real-time cancellation of payments	2	
4.3	Ability to process or facilitate the recording of fresh fines	2	
4.4	Ability to demonstrate daily generating of electronic reports of payments received.	2	
4.5	Availability of an existing Website for viewing of offence details	2	
4.6	Ability to demonstrate Revenue Protection and Revenue Enhancement measures	2	
5	Common Interface and Crime Enforcement		8
5.1	Ability to demonstrate a Common Interface for HHU's	2	
5.2	Ability to demonstrate a Common Interface for Vehicles of Interest, Crime Prevention, ANPR camera feed, SAPS and Natis interfacing.	2	
5.3	Ability to demonstrate integration of interfacing with fixed and portable sites (weighbridges, mobile cameras)	2	
5.4	Ability to demonstrate integration with an Accident Management System	2	
6	Warrant Administration and Roadblock Support		8
6.1	Ability of filing and safekeeping of warrant, scanning of warrants and Return of Services, and electronically record and track warrant movements	2	
6.2	Ability to provide Roadblock support vehicles with Automatic Number Plate Recognition functionality	2	
6.3	Ability to provide ANPR systems to vehicles and support crime enforcement on vehicles of interest nationwide	2	
6.4	Ability of Printing of sec 54 summonses at roadblocks and walk-in centres	2	
7	AARTO		4
7.1	Readiness to process AARTO infringements (<i>No points for no proof of readiness, 1 point for being in process of establishing links with NRTOR and 2 points for full integration currently.</i>)	2	
7.2	Current experience running an AARTO operation	2	
TOTAL			100

Only those tenders that achieve the minimum score of **70%** for evaluation in the second stage will further be evaluated on price and specific goals.

3. Price and Specific goals– Phase Three

The evaluation will be done by using **80/20**-point system as indicated below:

Preference point system	Points
Price	80
Specific Goals	20
Total Maximum Score	100

THE EVALUATION WILL BE DONE USING 80/20-POINT SYSTEM, 80 FOR PRICE AND 20 FOR SPECIFIC GOALS

Notes: *Bidders must note that points for specific goals must be claimed in terms with the percentage of ownership within their business entity. The tenderer must indicate how they claim points.)*

SPECIFIC GOALS	POINTS ALLOCATED	POINTS SCORED
Ownership of 51% or more by persons who are black	5	
Ownership of 51% or more by persons who are woman	5	
Ownership of 51% or more by persons who are disable	4	
Ownership of 51% or more by persons who are youth	4	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	2	

Incase ownership of specific goals is below 51% points will be claimed in terms with the percentage of ownership within their business entity. For example:

An Entity that has 35% shareholding of able black man who is above age of 35 and residing outside the jurisdiction of Polokwane Municipality. Points will be claimed as follows:

$$\begin{aligned}
 \text{Calculation} &= \frac{\text{Black Ownership}}{100} \times \text{Total number of allocated points} \\
 &= \frac{35}{100} \times 5 \\
 &= 1.75
 \end{aligned}$$

Points to be score for ownership of black person will be 1.75

OR

$$\begin{aligned}
 \text{Calculation} &= \frac{\text{Black Ownership}}{100} \times \text{Total number of allocated points} \\
 &= \frac{35}{100} \times 3 \\
 &= 1.05
 \end{aligned}$$

Points to be score for ownership of black person will be 1.05

DECLARATION OF INTEREST

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

-
- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned,
(name)..... in submitting the
accompanying bid, do hereby make the following statements that I certify to be true
and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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

² 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.

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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

1 Are you by law required to prepare annual financial statements for auditing?

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

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

- 3.1 If yes, furnish particulars

.....
.....

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

- 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and

conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition

of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____(Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/ Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Partner	Municipal Account No.

NB: Please attach certified copy (ies) of ID document(s)

Signatory

Date**Witnesses**

1. _____

Full Names**Signature****Date**

2. _____

Full Names**Signature****Date**

AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Polokwane Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date _____ Month _____ 20 _____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory

Date**Witnesses**

1. _____

Full Names**Signature****Date**

2. _____

Full Names**Signature****Date**