


KUMKANI MHLONTLO LOCAL MUNICIPALITY

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KUMNKANI MHLONTLO LOCAL MUNICIPALITY

TENDER DOCUMENT FOR PROVISION OF LAW ENFORCEMENT EQUIPMENT (CAMERA) BACK OFFICE SYSTEM.

BID NOTICE: COMM/CAM/LAW ENF/2024-27

Issued by: The Municipal Manager
KUMNKANI MHLONTLO LOCAL MUNICIPALITY

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CSD NO. _____ **SARS PIN** _____

NAME OF BIDDER: _____

TENDER AMOUNT: _____

BBBEE LEVEL: _____

1. ADVERTISEMENT

PROJECT NAME	CONTRACT NUMBER	TENDER ADVERT DATE	TENDER CLOSING DATE
Provision of law enforcement equipment (camera) back office system for a period of 36 months	COMM/CAM/LAW ENF/2024-27	09/10/2024	22/11/2024 12H00 PM

Request for proposals from Suitably qualified, capable and experienced tenderers are hereby invited to tender for the provision of law enforcement equipment (camera) back-office system and related services including NRTA and all municipal by law and contraventions for a period of 36 months at Kumkani Mhlontlo Local Municipality.

Tender documents will be available at www.mhlontloim.gov.za

1. SPECIFICATIONS: SERVICE PROVIDER FOR PROVISION OF TRAFFIC LAW ENFORCEMENT EQUIPMENT (CAMMERA) BACK OFFICE SYSTEMM AND RELATED SERVICES INCLUDING NRTA AND ALL MUNICIPAL BY-LAW AND CONTRAVENTIONS FOR A PERIOD OF 36 MONTHS AT KUMKANI MHLONTLO LOCAL MUNICIPALITY .

2. BACKGROUND

3. The Kumkani Mhlontlo Local Municipality wishes to appoint an experienced Service Provider for the provision of a Laser Automatic Speed Detection Camera with semifixed housing, Traffic fine MSCOA compliant cost recovery management system, the collection and payment methods of traffic fines and related services for a period of thirty six (36) months. The required services will include the supply, delivery, installation, training and maintenance of the complete Traffic Management System, Laser Automatic Speed Detection Camera with semifixed housing, in car ANPR system including software and admin processes of traffic fines . Upon commencement of the contract, the Municipality will expect immediate delivery and installation within one (1) month after the contract has been awarded. The Municipality requires the traffic contravention system and full back-office services for the processing of all cameras captured offences (for future reference), handwritten traffic fines and certain by laws documentation. This will encompass the full life-cycle of a traffic fine from the initial capturing of the offence, through all the legal processes, up to the stage where the fine is ultimately finalised. The system should be flexible for the administration of bylaws enforcement administering.

4. MANDATORY REQUIREMENTS FOR ENFORCEMENT EQUIPMENT (INFOMATION TO BE USED DURING EVALUATION)

Please complete the following questions in detail.

The tenderer is required to mark, or complete the appropriate boxes in the tender specifications below and fully motivate or explain as necessary. If space is insufficient, the response should be provided in a separate response document.

The responses in the response document should be numbered exactly the same as the corresponding clauses in the tender specifications. The symbols in the response boxes in this tender have the following meanings:

Y=YES (fully comply)

N=NO (cannot comply)

All Prospective Bidders must comply with all criteria as set out below, otherwise this will be found non-compliant and deemed NON-RESPONSIVE. These are mandatory requirements and failure to mark a box at a specific question and to fully motivate compliance and provide required proof of compliance will be seen as NO. Unless the tender can clearly demonstrate full compliance with these mandatory requirements the bid will be deemed NON-RESPONSIVE.

4.1. Mandatory certification requirements

4.1.1. All enforcement equipment to be provided shall be SANS 1795 compliant and certified as “type approved” will be considered for this tender:

4.1.2. This certification shall be for all equipment to be used for enforcement.

4.1.3. Each set/type of equipment shall have the required SANS 1795 certificate.

4.1.4. This includes, as a minimum current and valid certificates for the following:

4.1.5. Red-light enforcement cameras systems

4.1.6. Speed enforcement systems (Point)

4.1.7. Average speed (distance over time) enforcement systems.

4.1.8. Please attach the current

this equipment for these

Do you fully comply

Y	N
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SANS 1795 certificate for enforcement requirements.

4.2. It is mandatory that the system shall use a video camera as the primary image capture device with the following capabilities:

4.2.1. Image capture sensor, 1 inch or greater at a resolution at 3m pixels or more

4.2.2. Video resolution of 720 p HD, or better, using MPEG-2 compression, or similar, for video-clips of each and every infringement capture

4.2.3. Minimum of 5 second video buffer for each and every infringement, (red-light, speed and combination infringements, and additional charges where relevant such as barrier line non-compliance) is captured.

4.2.4. In accordance with SANS 1795 requirements the date, time and location shall be embedded in every video file which is encrypted.

4.2.5. Please submit verification

Y	N
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 that the equipment can perform in full compliance with this specification or better.

Do you fully comply:

1.3. It is mandatory that all equipment used for enforcement is SANS 1795 type approved and has an integrated real time on-board ANPR function capturing all legitimate number plates under ideal conditions and comparing in real time against a vehicle wanted list and providing operator alerts.

1.3.1. The number plated of every vehicle passing the enforcement is SANS 1795 type approved and has an integrated real time on-board ANPR function capturing all legitimate number plates under ideal conditions and comparing in real time against a vehicle wanted list and providing operator alerts.

1.3.2. The number plate of every vehicle passing the enforcement location shall be recorded and uploaded to the back office, subject to the accuracy requirements indicated above

1.3.3. Please attach the current SANS 1795 certificate for this equipment for these enforcement requirements.

1.3.4. Please submit

Y	N
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 verification that the equipment can perform in full compliance with this specification.

Do you fully comply:

1.4. It is mandatory that all equipment used for enforcement is SANS 1975 type approved shall have the following automatic modes of enforcement:

1.4.1. Non-intrusive video based speed enforcement.

1.4.2. Non-intrusive video based red-light enforcement with video-based non-intrusive red-light phase detection for the Radar requirement.

1.4.3. Non-intrusive vehicle classification based speed (video) enforcement for the Radar and Laser requirement, including public transport vehicles.

1.4.4. Built in point-to-point video based average speed enforcement via the integrated back-office function with built in real time ANPR.

1.4.5. Stop line enforcement with speed and video evidence

1.4.6. Non-intrusive video based driving enforcement

Y	N
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barrier line and yellow lane

1.4.7. Please attach the current this equipment for these specification.

SANS 1795 certificate for

Do you fully comply

2 GENERAL INFORMATION TO BE SUPPLIED (INFORMATION TO BE USED DURING EVALUATION)

Please complete the following questions in detailed.

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

Y = YES (Can fully comply)

N = NO (Cannot comply)

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

Y	N
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3. Are you an accredited, certified systems implementer? If yes, please attach a copy of your certificate.

4. CAMERA SERVICES

The Tenderer will for purposes of the tender, as and when directed by the Municipality, supply and install:

4.1. Digital camera systems to record speed violations and ancillary equipment which include tripods, spare batteries, chargers and other accessories and equipment required for successful operation of the cameras.

4.2. Be able to generate traffic offences for those vehicles exceeding the speed limit.

4.3. Must be capable of covering multiple lanes between two points on a particular stretch of roadway. If the system is extended by installing additional recording points (with one or more cameras) along

the same stretch of road, each additional recording point will be considered to be a separate system.

- 4.4. Be capable of detecting vehicles that are sought for outstanding warrants of arrest, false number plates or for other reasons by linking to appropriate databases in real time when required.
- 4.5. Be capable of detecting vehicles that are unlicensed or un-roadworthy by linking to the Natis system in real time when required.
- 4.6. Be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP).
- 4.7. Approval of the Director Public Prosecutions
- 4.8. Provide a full colour image of the offence showing a wide angled context of the offence as well as details of the offending vehicle.
- 4.9. Evidence produced shall be tamper detectable and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free.
- 4.10. Camera systems shall allow for quick and easy rotation between sites by one person and user friendly set-up procedures.
- 4.11. Mobile camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user friendly set-up procedures.
- 4.12. Camera systems shall have sufficient battery capacity to allow operation during an entire shift without recharging.
- 4.13. All camera systems shall automatically record and store statistics including, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation, and output the statistics to an integrated management information system.

5. Front and Back Office

- 5.1. The Tenderer will for purposes of the tender, as and when directed by the Municipality, supply and install:
 - 5.1.1. A Fully operational center by the service provider on the located premises of the local authority.
 - 5.1.2. Bear all associated costs of the center and its operation including when .
 - 5.1.3. The Centre will be operated by the service provider employees and will be assisted by traffic administrative employees to deal with the day to day activities for duration of the contract.
 - 5.1.4. Provide and operate a contractor system software package developed for administration and management of Traffic and By-Law contraventions in terms of the Criminal Procedure Act (Act 51 of 1997).
 - 5.1.5. Implement measures to ensure that the Centre operations comply with directives of the local Authority, the Courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standards and procedures(TCSP)
 - 5.1.6. Allow the Local Authority to inspect the activities of the service provider at all times to ascertain compliance with all terms and conditions of this agreement.
- 5.2. The service provider shall be responsible to manage back-office which will include inter alia a helpdesk, call center as well as the administrative processes involved in capturing traffic offences as well as preparing documentation to be used in Court.
- 5.3. The Service Provider shall appoint at its own costs qualified local personnel for the back-office and call center
- 5.4. The Service Provider shall give the necessary training to the personnel mentioned in the previous paragraph.
- 5.5. The Service Provider shall give necessary training to the relevant personnel employed by the Municipality on the Traffic contravention system.
- 5.6. The Service Provider shall supply its own hardware including computers and printers for the back-office.
- 5.7. The Service Provider shall be responsible for all the communication lines of the back-office, which include telephone communication lines and lines linking all the computers of traffic contravention system and Wi-Fi & internet.
- 5.8. The contravention system shall have an eNATIS interface for the downloading of details of the registered owners of offending vehicle.
- 5.9. The service Provider shall be responsible for the supplying of the following forms:
 - 5.9.1. Section 341 notices
 - 5.9.2. Notice before summonses

- 5.9.3. All the sizes consol paper that are needed.
- 5.9.4. Section 54 summonses
- 5.9.5. Representation letters.
- 5.9.6. Notice before Warrant of arrest
- 5.9.7. Receipts
- 5.10. The Back Office shall be responsible for printing of:
 - 5.10.1. Section 341 notices (camera mailers)
 - 5.10.2. Notices before summonses
 - 5.10.3. All control documents (section 54 and 56 notices)
 - 5.10.4. All court registers (section 54 and 56 notices)
 - 5.10.5. All warrants of arrest registers (section 54 and 56 notices)
 - 5.10.6. Section 54 notices
 - 5.10.7. Representation letters.
 - 5.10.8. Warrants of arrest letters.
 - 5.10.9. Printing of court related documentation by Court:
 - 5.10.9.1. Court rolls (Criminal Case Register)
 - 5.10.9.2. Section 341 (Control Register – Daily)
 - 5.10.9.3. Section 56 Control Register – Daily)
 - 5.10.9.4. Section 54 Control Register – Daily
 - 5.10.9.5. Spot Fine Register – Daily
 - 5.10.9.6. Admission of Guilty Register – Daily
 - 5.10.9.7. Contempt of Court Register
 - 5.10.9.8. Warrant of Arrest Register
- 5.11. Printing reports for internal use:
 - 5.11.1. Audit trials
 - 5.11.2. Outstanding representation results
 - 5.11.3. Habitual offender lists
 - 5.11.4. Concept Court Register
 - 5.11.5. Server analysis report
 - 5.11.6. Any other reporting that may be required in the process
 - 5.11.7. Monthly Management reports for analysis and report back purposes:
 - 5.11.8. Section 341 and section 56 analysis and statistical reports
 - 5.11.9. Officer statistics
 - 5.11.10. Payment collection reports
 - 5.11.11. Any other reporting that may be required
 - 5.11.12. Payment transactions processing:

- 5.12. Provide an online database for the purpose of performing validated payments through the Commercial Banks, South African Post Office and Easy Pay.
- 5.13. Update the system with related payment transaction details received.
- 5.14. Provide reconciliation procedures to ensure the accuracy of payment transactions.
- 5.15. Linked to the handheld devices to include all Traffic violations.
- 5.16. Automatically send out faxed, sms, user account statements and pdf copies of infringement notices to offenders.
- 5.17. Appointment of serving agents locally and national in conjunction with the Traffic department and the Criminal Procedure Act and the proper procedures be followed
- 5.18. The serving agent's performance will be monitored by the service provider local authority and the remuneration thereof.

6. Roadblock Support Vehicle

- 6.1. The contractor shall make available one roadblock support vehicle for use by the Municipality as and when requested.
- 6.2. The roadblock ANPR support vehicle shall be equipped with automatic number plate recognition (ANPR) systems capable of automatically detecting vehicles with outstanding offences, warrants of arrest, false number plates, or any other information for which the vehicles may be sought and alerting system operations with an audible tone and message alert.
- 6.3. The system should also have a real time live interface with eNatis to flag vehicles that are unlicensed or not roadworthy, Interface with the South African Police service to alert for any stolen vehicles will be required.
- 6.4. The road block support vehicle shall be equipped with facilities for online enquiries on the contractor system and the viewing of camera images at the roadside.
- 6.5. The road block support vehicle shall be equipped with facilities for immediate production and printing of summonses at the roadside to allow serving on previously untraceable person.
- 6.6. The road support vehicle shall be equipped with systems for the transmission of electronic copies of documents and printing at the roadside as necessary.
- 6.7. The road block support vehicle shall be equipped with secure facilities accepted by the Municipality for the taking of fine payments by the Municipality at the road side
- 6.8. The road block support vehicle shall be equipped with tools necessary for conducting od efficient roadblocks, including portable computers, printers, scanners, fax facilities, electronic information display, generators, signs, cones, temporary speed calming equipment, reflective barrier tape and the like.

6.9. The roadblock support vehicle as well as sedan shall remain the property of the contractor who will be responsible for all fuel maintenance, servicing, repair, insurance, insurance claims and other matters related to the ownership of vehicles and associated equipment.

7. **Hand Held Ticket Issuing Device**

The hand held ticket issuing device shall be supplied by the service provide as and when requested:

7.1. Have a simple and easy to use user interface

7.2. Be multi-functional

7.3. Be a robust device

7.4. Have on line connectivity

7.5. Be fully integrated with contravention management level.

7.6. The mobile hand held device, for mobile based data capturing and reporting Solutions shall be and integrated unit, which includes as standard:

7.6.1. Contactless and contract smart card readers

7.6.2. 2D Barcode reader (driver's license, vehicle license disc)

7.6.3. Camera

7.6.4. Touch screen

7.6.5. GPS

7.7. The system will address transactions in three key area:

7.7.1. Contravention verification transactions in real time

7.7.2. Issuance of S56 notices

7.7.3. Reconciliation of notices in the contravention system using the web services.

7.8. The back office system shall connect the hand held device to a central server to Facilitate the setup of the devices and the printing of standard reports.

7.9. The back office system will implement the following core components:

7.9.1. Configuration component to manage users and assign roles and permissions.

7.9.2. Configuration component to manage list of express penalty fines as stipulated by the Law along with offences codes and descriptions. These codes will be uploaded to each device when the devise is connected to the back office system.

7.10. Configuration relevant to S56 and other law enforcement processes, including:

7.10.1. Court dates,

7.10.2. ENatis queries

7.10.3. Habitual offender check

7.10.4. ID server

7.10.5. Issues infringement numbers

7.11. Registration component to register hand held devices in the back office system.

7.12. Reporting component to produce reports

7.13. Search component to search on tickets created by the hand held devices and currently stored in the back office.

7.14. The hand held device will produce the following reports:

7.14.1. Number of tickets issued for a given day

7.14.2. Number of cancelled tickets.

8. FUNCTIONALITY AND EVALUATION CRITERIA.

Proof of contactable References is required, as indicated below, and must accompany each Proposal. The bidder's tender will be evaluated on the following criteria and they must score 70 or Higher out of 100 to be evaluated further:

The bidder must provide information as requested. Failure to provide evidence may result in the tender not being evaluated further.

Criteria		Points	Total
Enforcement Equipment	50 x Complete Mobile speed law enforcement cameras	5	30
	10 x Speed/Red light fixed cameras	5	
	3 x Fully operational, automatic number plate recognition system mobile roadblock bus with road block trailer	5	
	1 x Fully equipped automatic number plate recognition system sedan motor vehicle	5	
	100 x Handheld ticket issuing devices	5	
Professional Compliance	Equipment to be certified according to TSCP guidelines, NPA (National Prosecuting Agency) and SANS 1795 (Certificate of Registration must be attached)	10	35
	Proof for at least 15 Local Authorities, Provincial & Metro's where they are currently rendering a comprehensive Traffic Management Law Enforcement Back Office Service.	15	
	The successful service provider must have at least 15 years Experience in the field of Traffic Management Law Enforcement Back Office Services.	10	
Support Operations:	Prepare and submit any way leave operations, sitemaps and other supporting documentation necessary and ensure that the required permits and /or licenses and/or regulatory approvals have been obtained before installation of the camera and ancillary equipment.	0,5	11,5
	Conduct field surveys and produce statistics on road usage and offences patterns at specific sites and a when directed by the Local authority in order to assist the violation enforcement as required.	0,5	
	Inspect the cameras and ancillary equipment at least once per month	0,5	

with the prior approval of Local Authority in order to ensure that cameras and ancillary equipment are in good working order and of neat and well maintained appearance at all times;	
Comply with any requirements from the Local Authority in respect of fixed camera installations and supply any additional equipment as may be specified by the Local Authority from time to time in order to facilitate inspection and operation of the cameras	0,5
Maintain the cameras and ancillary equipment and ensure that it properly and regularly serviced in accordance with the recommendation of the manufacturer or supplier of the cameras	0,5
Repair any damage to or defect in the camera and ancillary equipment, provided that if a camera cannot be repaired a replacement camera shall be made operational on the relevant site within 24 hours of notification from the local Authority replacement cameras must be comply with all requirements in terms of this contract;	0,5
Calibrate the cameras at 6 monthly intervals, or as required by the Director of Public Prosecutions(DPP) and as published in the prosecution guidelines, or at such other as may be required by the Local Authority from time to time and ensure that the calibration certificate is provided to the Local Authority;	0,5
Ensure that information signs with regard to enforcement by camera are erected and maintained on roadways in strict accordance with the specifications, directions, conditions and timeframe set by the Local Authority;	0,5
Provide training workshops in the use of the cameras and ancillary equipment to the employees of the Local Authority as when required by the Authority. The contractor shall bear all cost associated with the provision of any such training workshop and issue certificates to the Local Authority's employee in respect of training received;	0,5
Take out insurance covering damage or loss of the contractor's cameras and ancillary equipment for any reason and maintain such insurance for the duration of this agreement;	0,5
Establish a processing Center at their own cost which is conveniently	0,5

located premises as agreed to in writing by the local Authority and ensure that the processing Center is spacious enough and suitably equipped to serve the needs of the contractor as well as the Peace Officers of the Local Authority who will utilize the processing Center for downloading of images and adjudication of cases;	
Upload all cameras images and data and capture any additional particulars as may be required to successfully prosecute the offence.	0,5
Upload processing images and data received from Local Authority's enforcement system, the provincial Traffic department or any images and data as directed by the Local Authority.	0,5
Provide facilities and systems for Peace Officers of Local Authority to adjudicate every image and associated data and either accept as prosecutable, or reject it as non-prosecutable.	0,5
Ensure that the contractor system "force" each image to be adjudicated by peace officer and be capable of identifying the peace officer responsible for the adjudication.	0,5
Ensure that the contractor system shall not allow any image to be tampered with, deleted, cancelled or rejected by any person other than the adjudicating officer and that it provides detailed statistical report on the number images uploaded, expected or rejected by each adjudication officer with appropriated reasons for rejections.	0,5
Provide the Local Authority with the images and data in a suitable medium to be kept prime evidence for the prosecution of cases in court as required by application.	0,5
Provide internet facility which shall include, but not be limited to, viewing of all images and related data captured by the cameras and the payment of any camera related fines may be implemented.	0,5
Make available the images and data to the Local Authority, or any other party as directed by the Local Authority, for inclusion in their internet viewing and payment facility or for any other reason whatsoever;	0,5
Produce expert evidence in court (either documentary or viva voce) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds provide that the intellectual property of the cameras is not comprised.	0,5

	Upload statistics gathered by the cameras after every session and make the statistic available to the Local Authority in an acceptable format as and when required, including the number of the vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation and the 85 th percentile.	0,5	
	Provide the Local Authority with a system for remote monitoring of camera operation and wireless uploading off offences from the fixed cameras.	0,5	
	Provide real-time updates relating from payments received from mobile roadblocks, pay points and electronic services.	0,5	
Service Center:	Establish a service center at conveniently located premises as agreed in writing by the Local Authority, an all functions shall be carried out locally with in the Municipality area, no remote processing, administration or customer support shall be done remotely.	0,5	5,5
	Bear all associated costs of the service center and its operation including, but not limited to, rental of the premises, alterations, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials, consumables & law enforcement related documents.	0,5	
	Ensure that the service center is operated by the contractor employees during the Local Authority's normal office hours, or any other hours as needed by Local Authority.	0,5	
	Provide and operate a contractor system software package developed for the administration and management of Traffic and BT-law contraventions in terms of the criminal Act (Act of 51 of 1997)	0,5	
	Implement measures to ensure that the service center operations comply with directives of the courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for standards and procedures(TCSP)	0,5	
	Allow the Local Authority to inspect the activities of the service contractor is at all times complying with all terms and conditions of this agreement.	0,5	

	Appoint such number of contractor employees as required by the contractor in order to fulfill its obligations in terms of this agreement.	0,5	
	Provide adequate management expertise and supervision in the service center to effectively manage all its functions.	0,5	
	Ensure that all contractor employees are suitably qualified and/or trained to perform.	0,5	
	Ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement.	0,5	
	Take sole responsibility for any sub-contractors and agents the contractor may appoint to assist in delivering the contractor services and acknowledge that the contractor remains solely responsible for ensuring that the contractor services are rendered in accordance with the terms and conditions of this agreement.	0,5	
Operations:	Automatically update the contractor system by importing offence records from camera related offences.	0,5	7
	Capture the data related to the following: Section 341 notices issued Section 56 notices issued Representations received form offenders Representation results Court results Authorization of Warrant of Arrest Name and address changes Change of offender detail Return of service of Summonses Execution of Warrant of Arrest	0,5	
	Establish an interface with the eNatis system in order to automatically obtain name and address details of registered owners of offending vehicles and contractor system accordingly.	0,5	
	Establish an interface with eNatis system that allows enquiries on the ownership particulars of individual vehicles directly on the eNatis	0,5	

	system.		
	<p>Generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary:</p> <p>Section 341 notices (camera mailers)</p> <p>Notification of No Admission of Guilt offence</p> <p>Notification of Red Light Violation offences</p> <p>Warrant of Arrest notices</p> <p>Letters to obtain details of responsible person in case of company vehicles.</p> <p>Representation acknowledge letters</p> <p>Representation result letters</p> <p>Representation result letters</p> <p>General letters</p> <p>Any other documentation required for the successful operation of the Service Center</p>	0,5	
	<p>Ensure that the layout, design, and content of ant documentation produced by the contractor system and send out to the general public or the courts are approved in writing by the Local Authority before being printed.</p>	0,5	
	<p>Include a full color image and relevant offence details on Section 341 notices.</p>	0,5	

	<p>Generate, print and process the following Court related documentation by Court:</p> <p>Section 54 Summonses</p> <p>Court Rolls</p> <p>Section 341 Control Register</p> <p>Section 56 Control Register</p> <p>Section 54 Control Register</p> <p>Section 341 Spot fine Register</p> <p>Pro forma Section 341 spot fines to accompany the spot fine Register</p> <p>Admission of Guilt Register</p> <p>Contempt of Court Register</p> <p>Warrant of Arrest including "double contempt" warrant of arrest</p> <p>Warrant of Arrest Register</p> <p>Any other Court related documentation that may be required by the Courts or the Local Authority.</p>	0,5	
	<p>Prepare daily mail bags containing all documentation for dispatch to the Local authority's various offices managing the court administration of the respective Courts.</p>	0,5	
	<p>Generate, print and process the following reports for internal use:</p> <p>Audit trials</p> <p>Concept Court Register</p> <p>Summons Service productivity analysis report</p> <p>Any other reporting that may be required in the process.</p>	0,5	
	<p>Provide the Local Authority within 21 days of the end of each month with the following management information and statistics on:</p> <p>Detailed analysis of section 56 & 341 and camera offences showing the number of offences, values, actual payments, success rates, withdrawal, untraceable and outstanding offences, Comparison of monthly offences volumes. Number and value of payments received by the Local Authority and income generated. The number and value of fines reduced versus the number and value of fines originally issued. Status of all offences at the various processing stages.</p> <p>Month by month statistical analysis of offences committed per suburb, ward, and sub-council area.</p>	0,5	

	<p>Representation results showing “proceed”, “withdrawal”, “reduced” separately.</p> <p>Outstanding representation results.</p> <p>Officer stats and productivity.</p> <p>Detailed analysis of officer errors on handwritten notices.</p> <p>Offenders or vehicles with the most outstanding fines or warrant of arrest. (“Top 10 report”)</p> <p>Number of first appearances per court per month.</p> <p>Number of cases struck of the roll per month</p> <p>Number of withdrawals per court per month</p> <p>Number of warrants of arrest authorized per court per month.</p> <p>Total revenue accrued per court per month.</p> <p>Number of “double contempt “per court per month</p> <p>Number of remanded cases per month</p> <p>Any other statistics or reporting that may be required by the local authority</p>		
	<p>Ensure that general housekeeping procedures are established and performed in respect of the contractor system including but not limited to the following.</p> <p>Create a daily back-up of all data and images captured on the contractor system to be made available to the Local Authority on request.</p> <p>Creating a weekly full system back-up and ensure that it id stored at a secure off-site location as agreed in writing by the Local Authority and to be made available to the Local Authority on request.</p> <p>Performing system administrator duties such as registering users on the system and assessing user rights</p> <p>Performing regular, scheduled history runs to remove redundant data from the system.</p>	0,5	
	<p>Ensure the contractor system is capable of controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users.</p>	0,5	
	<p>Fixed camera to be moved approved sites on intervals as per directive of the Local Authority</p>	0,5	

Summons Serving	Ensure that summonses are successfully served inside and outside the boundaries of the Local Authority in strict compliance with all applicable legislation ,judicial guidelines, authorizations and directives from the local authorities	0,5	5
	Ensure that summonses are served within 6(six) months of the date of offence, provide that this period may be extended to a maximum of 12(twelve) months where a summons has to be re-issued due to receipt of a notification of change of offender, or such other period as agreed in writing by the Local Authority.	0,5	
	Appoint an adequate number of serving agents inside and outside the boundaries of the local authority to serve the summonses generated by the contractor system.	0,5	
	Ensure that serving agents appointed to serve summonses within the boundaries of the local authority are duly authorized and approved by the contractor system.	0,5	
	Ensure that serving agents appointed to serve summonses on behalf of the local authority in areas outside the boundaries of the local authority are duly authorized by the applicable local Authority to do so.	0,5	
	Ensure that the contractor system is capable of registering all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance and status of every summons at any time.	0,5	
	Administer all summonses and the allocation therefore to serving agents, provided that the Local Authority will be responsible for stamping all summonses produced by the contractor system.	0,5	
	Facilitate and support the serving of summonses by the Local Authority's employees at roadblocks, or as and when determine by the Local Authority.	0,5	
	Provide a facility for immediate or on-site production of summonses at the roadblocks for the purpose of serving on offenders that have been apprehended at the roadblocks.	0,5	
	Take responsibility for the serving and finalization of summonses emanating from the legacy of the Local Authority and not yet served at date of commencement of this agreement.	0,5	

Payment Facilities:	<p>Ensure that the contractor system has an integrated cashiering facility that enables the cashier to take spot fines, admission of guilt fines and contempt of court fines online at remote workstations.</p> <p>Ensure that the contractor system provides the following in respect of cashiered transactions:</p> <ul style="list-style-type: none"> -System printed receipt -Show balance of outstanding fine amounts on receipt -Receipt reprints by authorized supervisor -Cancellation of payment transaction only by authorized supervisor -Taking of payment before the corresponding notices have been captured -Daily cashing-up showing the daily transactions for the cashier and giving the amounts taken by payment type (cash, cheques, etc.) -Daily reports showing payment taken in respect of each Court. -Daily reports showing payments taken by users in a designated group. -Reports detailing the allocation of money received to multiple income vote including amounts taken in respect of contempt of court. -Reports showing payment transactions cancelled by supervisor -Reports showing the cashier that were active on the system by user group. -Reports showing the fines have been re-installed subsequent to payments being dishonored (e.g. RD cheques) -Audit trials and reports as necessary for auditing purposes. -User authorization to allow system administrator to nominate the transactions a user to perform on the system. 	0,5	2,5
	<p>Provide a website that allows the public to enquire on outstanding fines, viewing of all fines details, viewing of related images captured by the cameras, electronic payment of fines after electronic validation of the fine payments on the contractor system, electronic updating of the contractor system with fine payments so taken, electronic transfer of money taken for fines into the local Authority's bank account.</p>	0,5	

	Enable the viewing of offence details and images captured by the cameras on the websites of the Local Authority and other service providers with who the local authority has agreements by providing such offence details and images to the Local Authority and its service providers.	0,5	
	Provide monitors for public viewing of offence details and images captured by the cameras. Provide the Local Authority daily with a consolidated data file all categories of traffic fines payable in order to achieve the payment of as envisaged above.	0,5	
	Import a daily consolidated data file received from the local authority of all categories of traffic fine.	0,5	
Offender Tracking and Call Center	Establish and operate an on-site call center within the service center which shall be utilized to perform the following functions: - Notify offenders of outstanding notices, summonses, warrant of arrests, etc. via SMS, email or other electronic needs. - Trace offenders with accurate address details telephonically - Updates contractor system with change of offender details. - Remind offenders of upcoming courts dates - Notify offenders of warrants of arrest authorizes Any other activity that may be necessary to assist or trace offenders,	0,5	3,5
	Take effective steps to ensure that call center employees conduct the various types of telephone calls to offenders in accordance with scripts approved by the Local Authority	0,5	
	Trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up to date particulars such as address details and telephone numbers from commercial database available from credit bureaus and the like.	0,5	
	Create and maintain an offender database with the most recent known and confirmed particulars of offenders including full name, id numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained.	0,5	
	Utilize the confirmed particulars in the offender database in the first instance for the production of notices and summonses.	0,5	

	<p>Ensure that the contractor system has the facility to produce reports detailing conflicts between the information captured and the information received from the eNatis system.</p> <p>Ensure that the contractor system has the facility to record the registration number of vehicles using false plates and to prevent notices being send to the legitimate owners of such vehicles.</p>	0,5	
	<p>Provide reports to the local authority giving details of habitual offenders and vehicles using false number plates.</p>	0,5	

PRICING SCHEDULE:

9. TENDER PRICES, PAYMENT AND INVOICING

The Tenderer shall:

- 9.1. Tender a set fee per paid fine covering all obligations in terms of this contract. A paid fine is considered to be a fine that has been settled by the payment of one fine amount regardless of how many charges were included in the fine. (this does not include cases which are withdrawn)
- 9.2. Calculate the monthly fee payable by Municipality to the Tenderer by multiplying the number of fine payments recorded on the Tenderer system in the preceding calendar month with the set fee per paid fine and adding value added tax.
- 9.3. Submit to the Municipality on or before the 7th day of each calendar month:
 - 9.3.1.A report detailing the fines paid in the preceding calendar month as recorded on the Tenderer system.
 - 9.3.2.A value added tax invoice detailing the fees payable by Municipality the Tenderer in respect of paid fines.

Item No	Description and Specification	Total Price (Including vat)
1.	<p>Supply and deliver of Laser Automatic Speed Detection camera with Semi-Fixed housing x 1.</p> <p>Equipment must have a proven track record for use in Semi fixed housing for automatic operations. Including calibration and maintenance cost for 36 months.</p>	R

2.	Monthly Fee for the Supply of Back office including payment portal	R
3	In-car ANPR system including software	R
4.	Print, postage, Summon service and finalization of payment, fee per fine	R
6.	Supply of electronic fines processing device including software, cost per device as and when needed	R

10. SUPPORTING DOCUMENT:

- Tenderers are required to submit valid SARS Pin with the tender in order to be considered.
- Tenderers are required to submit the Company Profile.
- Tenderers are required to submit proof of registration with CIDB.
- Tenderers must submit certified copy for B-BBEE certificate.
- Submit Joint Venture agreement in the case of joint venture.
- Tenderers are required to submit the methodology
- Tenderers must submit all the requirement as per returnable schedules and must be attached in a relevant page
- Submit Proof of Municipal rates no later than one month or Lease agreement if you are a tenant.
- Submit Central Supplier Database Report not later than one month.
- CSD report/CSD Number
- Annual financial statements for auditing, their audited annual financial statements— for the past three years
 - **For Joint venture, the following documents are mandatory.**
 - Joint venture agreement

- Letter of signatory
- Joint B-BBEE certificate

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and may not be considered forward.

Specific Goals	Means of verification: NB : 100% ownership in order to claim full points	Points allocation
HDI -Equity ownership	The municipality is going to use RACE OR NATIONALITY as means of verification and thus prospective service providers will be required to provide a copy of ID COPY as a proof in order to claim points for specific goals	10
Youth-Enterprise 0-35 years (MLM)	The municipality is going to use AGE as means of verification and thus prospective service providers will be required to provide a copy of ID COPY AND CSD as a proof in order to claim points for specific goals	2
Women-Equity ownership	The municipality is going to use GENDER OR SEX as means of verification and thus prospective service providers will be required to provide a copy of ID COPY, CK and CSD as a proof in order to claim points for specific goals	2
Disability-Equity ownership	The municipality is going to use MEDICAL CERTIFICATE as means of verification and thus prospective service providers will be required to provide a copy of MEDICAL CERTIFICATE and CSD as a proof in order to claim points for specific goals	2
Military veterans	The municipality is going to use STAMPED CONFIRMATION LETTER FROM OFFICE OF MILITARY VETERANS as means of verification and thus prospective service providers will be required to provide a copy of ID COPY AND CSD as a proof in	2

	order to claim points for specific goals	
Rural Enterprise	The municipality is going to use PROOF OF RESIDENCE FROM TRADITIONAL LEADER OR WARD COUNCILLOR OR as means of verification and thus prospective service providers will be required to provide a copy of PROOF OF RESIDENCE AND CSD as a proof in order to claim points for specific goals	2

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and may not be considered forward

ADDENDUM TO THE CONTRACT: PROTECTION OF PERSONAL INFORMATION

1.1. Processing limitations

It is recorded that, pursuant to its obligations under this Agreement, Service Provider will process Personal Information in connection with and for the purposes of the provision of the Services for or on behalf of Mhlontlo LM and will act as Mhlontlo LM's Operator for purposes of Protection of Personal Information Act (POPIA) no.4 of 2013. Unless required by law, Service Provider shall process the Personal Information only:

- 1.1.1.** On behalf of Mhlontlo LM and in compliance with its instructions and this Agreement;
- 1.1.2.** For the purposes connected with the provision of the Service Provider services or as specifically otherwise instructed or authorised by Mhlontlo LM in writing; and
- 1.1.3.** Service Provider shall treat the Personal Information that comes to its knowledge or into its possession as confidential and shall not disclose it without the prior written consent of Mhlontlo LM.

1.2. Security measures

- 1.2.1.** Service Provider warrants that it shall secure the integrity of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:

- (a) Loss of, or damage to, or unauthorised destruction of the Personal Information; and
- (b) Unlawful access to or processing of the Personal Information.

1.2.2. Service Provider shall take reasonable measures to:

- (a) Identify all reasonable foreseeable internal and external risks to the Personal Information in its possession or under its control;
- (b) Establish and maintain appropriate safeguards against the risk identified;
- (c) Regularly verify that the safeguards are effectively implemented;
- (d) Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards; and
- (e) Shall notify Mhlontlo LM of the risks identified and the safeguards established and implemented from time to time.

1.2.3. Service Provider shall:

- (a) Have due regard to generally accepted information security practices and processes which may apply to it;
- (b) Comply with Mhlontlo LM's information security practices and procedures and applicable industry or professional rules and regulations, of which Mhlontlo LM undertakes to keep Service Provider informed from time to time; and
- (c) Within five (5) business days of a request from Mhlontlo LM, Service Provider shall provide to Mhlontlo LM a written explanation and full details of the appropriate technical and organisational measures taken by or on behalf of Service Provider to demonstrate and ensure compliance with this clause.

1.3. Service Provider's general obligations with regards to Personal Information

1.3.1. In addition to the other obligations set out in this clause, Service Provider shall:

- (a) Take reasonable steps to ensure the reliability of any of its employees who have access to the Personal Information;
- (b) Limit access to the Personal Information only to those employees who need to know to enable Service Provider to perform the services and ensure that employees used

- by Service Provider to provide the Services have undergone training in the care and handling of the Personal Information;
- (c) Deal promptly and properly with all reasonable inquiries from Mhlontlo LM relating to its Processing of the Personal Information and provide to Mhlontlo LM copies of the Personal Information in the format reasonably specified by Mhlontlo LM;
 - (d) Promptly inform Mhlontlo LM of its inability to comply with Mhlontlo LM's instructions and this clause, in which case Mhlontlo LM is entitled to suspend the processing of Personal Information and/or terminate this Agreement;
 - (e) Provide Mhlontlo LM with full co-operation and assistance in relation to any requests for access or correction or complaints made by Data Subjects; and
 - (f) At the request of Mhlontlo LM or any regulatory body, submit its Personal Information Processing facilities for audit of the Processing activities covered by this Agreement.

1.4. Notifications

1.4.1. Service Provider must notify Mhlontlo LM in writing:

- (a) Within 1 (one) business day or otherwise as soon as reasonably possible if any Personal Information has been or may reasonably believe to have been accessed or acquired by an unauthorised person or if a breach has occurred with reference to its use of the Personal Information under this Agreement. The notification must provide sufficient information to allow affected Data Subjects to take measures against the potential consequences of the compromise, including, if known to Service Provider, the identity of the unauthorised person who may have accessed or acquired the Personal Information;
- (b) Within 3 (three) business days of receipt thereof, of any request for access to or correction of the Personal Information or complaints received by Service Provider relating to Mhlontlo LM's obligations in terms of POPIA and provide Mhlontlo LM with full details of such request or complaint; and
- (c) Promptly of any legally binding request for disclosure of Personal Information or any other notice or communication which relates to the Processing of the Personal Information from any supervisory or governmental body.

1.5. Return or destruction of Personal Information

Upon termination of this Agreement or upon request by Mhlontlo LM, Service Provider shall return any material containing, pertaining or relating to the Personal Information disclosed pursuant to this Agreement to Mhlontlo LM. Alternatively, Service Provider shall, at the instance of Mhlontlo LM, destroy such material and shall certify to Mhlontlo LM that it has done so, unless the law prohibits Service Provider from doing so. In applying this destruction alternative, the Service Provider shall provide Mhlontlo LM with the Certificate of Destruction to confirm that the destruction was done in a manner that the Personal Information cannot be reconstructed to its original format. In that case, Service Provider warrants that it will guarantee the confidentiality of the Personal Information and will not actively process the Personal Information any further.

1.6. Warranties

Service Provider warrants that in addition to the warranties stated in the rest of this Agreement, it shall comply with all regulatory and statutory requirements which impact on or relate to Service Provider and the Services, including, but not limited to, POPIA.

1.7. Indemnities

Service Provider hereby indemnifies and holds harmless Mhlontlo LM from any and all penalties, claims, loss or damage arising from any claim or action brought against Mhlontlo LM and arising from or due to Service Provider's breach of its information protection obligations set out in this clause.

1.8. Ownership of Information

1.8.1. Service Provider acknowledges and agrees that Mhlontlo LM retains all right, title and interest in and to the Personal Information.

1.8.2. Service Provider shall not possess or assert any lien or other right against or to such Personal Information and no such Personal Information shall be sold, assigned, leased or otherwise disposed of to third parties by Service Provider or commercially exploited by or on behalf of Service Provider or its employees

SIGNED AT _____ ON THIS _____ DAY _____ 2024

FOR AND ON BEHALF OF KUMNKANI
MHLONTLO LOCAL MUNICIPALITY

FULL NAMES: MR L. NDABENI
CAPACITY: MUNICIPAL MANAGER

WITNESS 1:

WITNESS 2:

Names: _____

Names: _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2024

FOR AND ON BEHALF OF COMPANY
NAME

FULL NAMES -----
CAPACITY: COMPANY DIRECTOR

WITNESS 1:

WITNESS 2:

Names: _____

Names: _____

INVITATION TO BID

MBD 1

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KUMNKANI
MHLONTLO LOCAL MUNICIPALITY**

BID NUMBER: **COMM/CAM/LAW ENF/2024-27**: CLOSING DATE: 22/11/2024

CLOSING TIME: **12:00 pm**

DESCRIPTION: Provision of law enforcement equipment (camera) back office system.

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

KUMNKANI MHLONTLO LOCAL MUNICIPALITY

P.O. BOX

QUMBU

5180

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

96 LG Mabindla Street

Qumbu

5180

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

The bid box is generally open 24 hours a day, 7 days a week.

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
- A REGISTERED AUDITOR
- (Tick applicable box)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ?

YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: KUMNKANI MHLONTLO LOCAL MUNICIPALITY

Department: SCM

Contact Person: MS T GOMO /MS B Jara

Tel: 047 553 7022/066 485 7564

Email: tgomo@mhlontloim.gov.za /bjara@mhlontloim.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: BTO

Contact Person: Mr L Masala

Tel: 082 779 9686

Email: imasala@mhlontloim.gov.za

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the

3.6.1 If so, furnish particulars.

.....
.....

3.7 Have you been in the service of the state for the past
twelve months?

YES / NO

3.7.1 If so, furnish particulars.

.....
.....

3.8 Do you, have any relationship (family, friend, other) with persons
in the service of the state and who may be involved with the
evaluation and or adjudication of this bid?

3.8.1 If so, furnish particulars.

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) between
a bidder and any persons in the service of the state who may be
involved with the evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars

meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

3.10.1 If so, furnish particulars.....

.....

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

3.11.1 If so, 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

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the **90/10** preference point system.

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

Either the **90/10 or 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

1.4 Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“bid”** 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 and “bid” has a corresponding meaning
- (c) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (d) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (e) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (h) **“non-firm prices”** means all prices other than “firm” prices;
- (i) **“person”** includes a juristic person;
- (j) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- (l) **“Reconstruction and Development Programme”** the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (m) **“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;
- (n) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice; (o) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Tender Price			90/10	80/20
HDI -Equity ownership			5	10
Youth-Enterprise 18-35 years (MLM)			1	2
Women-Equity ownership			1	2
Disability-Equity ownership			1	2
Rural Enterprise			1	2
SUB-TOTAL (Specific goals)			1	2
TOTAL			10	20

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:

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[\frac{x}{y} \right] \times 100$$

Where

- x imported content
- y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. “**bid**” includes advertised competitive bids, written price quotations or proposals;

2.2. “**bid price**” price offered by the bidder, excluding value added tax (VAT);

2.3. “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. “**duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. “**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. “**local content**” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

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

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to

request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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?</p> <p>(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> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

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

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

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

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