BLUE CRANE ROUTE MUNICIPALITY

ADVANCED ROAD SAFETY LAW ENFORCEMENT SECTION FOR A PERIOD OF THREE YEARS.

TENDER NUMBER T27/2026

CLOSING DATE 21 DECEMBER 2026	CLOSING TIME: 12:00

NAME OF BIDDER* .....

ADDRESS* .....

.....

.....

TEL NUMBER* .....

FAX NUMBER* .....

EMAIL ADDRESS* .....

(* - TO BE COMPLETED BY BIDDER)

Prepared by:
Blue Crane Route Municipality
PO Box 21
Somerset East
5850

INDEX

SECTION 1		PAGE
1.1	INVITATION TO TENDER	2
1.2	TENDER CONDITIONS AND INFORMATION	4
1.3	GENERAL CONDITIONS OF CONTRACT	10
SECTION 2		
2.1	TERMS OF REFERENCE	16
SECTION 3		
3.1	MBD1: BID FOR REQUIREMENTS OF THE BLUE CRANE	42
	MBD3.1 –PRICING SCHEDULE-FIRM PROCES	44
SECTION 4		
4.1	MBD4: DECLARATION OF INTEREST	45
4.2	MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	48
4.3	MUNICIPAL RATES AND TAXES	52
4.4	AUTHORISED SIGNATORY	53
4.6	MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	54
4.7	MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	56
SECTION 5	DECLARATION	59
SECTION 6	CONTRACT FORM	60

SECTION 1.1: INVITATION TO TENDER

BLUE CRANE ROUTE MUNICIPALITY
BID NO: T27/2026

DESCRIPTION: ADVANCED ROAD SAFETY LAW ENFORCEMENT SECTION FOR A PERIOD OF THREE YEARS.

Bids are hereby invited from potential service providers for the Advanced Road Safety Law Enforcement Section For A Period of Three Years.

Bids in a sealed envelope clearly marked "**BID NUMBER:T27/2026; Desctription: "Advanced Road Safety Law Enforcement Section For A Period of Three Years** "must be placed in the **Bid Box at 67 Nojoli Street, Somerset East**. The closing date for submission is **21 December 2026 by no later than 12h00**; no late submission will be considered. Thereafter bids will be opened in public.

A set of tender documents can be downloaded on www.bcrm.gov.za

Bids will be evaluated on functionality and on the **80/20 preferential points as follows;**
80 points for bid price and 20 points for Specific goals.
Phase 1

CRITERIA	**20 points allocation**
Number of years in operations	50
Project manger experience	20
Methodology	30
Total points	**100**

Bidders that score less than a minimum of 80 points for technical evaluation will be disqualified

Phase 2
Specific Goals

	HDI STATUS	**20 points allocation**
a)	Race	2
b)	Gender	4
c)	Disability	2
d)	Youth	2
	LOCALITY OF THE ENTERPRISE	
e)	Within the BCRM	4
f)	Within the Sarah Baartman District	2
g)	Within the Eastern Cape	2
e)	In South Africa	2

For any technical enquiries, please contact Ms YH Mniki ' Tel: 0422436400 ext. 6451, email: yolisam@bcrm.gov.za for any SCM related enquiries can be directed to Ms N.Makhalima @ nozukom@bcrm.gov.za or Tel: 0422436441

Service Providers shall take note of the following Bid Conditions:

- The Blue Crane Route Municipality Supply Chain Management Policy will apply.
- In order to claim Preference points an evidence for claim of **Specific Goals** must be provided as stated on clause 1.2.26 of the Bid Document **No evidence – No points to be claimed.**
- Bidders should be registered on the CSD Supplier Database with a Tax Compliant Status.
- Bidders are to submit Certificate of Good Standing from their local municipality.
- Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.
- Bids which are late, incomplete, not completed in black ink, unsigned or submitted by facsimile or electronically will not be accepted;
- Bids submitted are to hold good for a period of 90 days.
- The Blue Crane Route Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- **It is expected of all bidders to fill in Section 4.4 Authority of Signatory**

Mr Mzwandile Patrick Nini
MUNICIPAL MANAGER
Blue Crane Route Municipality
P O Box 21
Somerset East
5850
18 November 2026

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

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

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

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

1.2.4 Cost of Tender Documents

- Documents must be downloaded on www.bcrm.gov.za

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

For database registration enquiries contact Mr Thandi Halom at thandih@bcrm.gov.za / 042 243 6458.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. **Section 5: DECLARATION and SECTION 6: CONTRACT FORM: PART1 (TO BE FILLED IN BY THE BIDDER)** must be completed and signed by the authorized signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.
(e) No tipex to be used, usage of tipex will result in the disqualification of the tender.

1.2.7 Compulsory

Documentation 1.2.7.1 Tax

Clearance Certificate

(a) CSD Report with a Tax compliance status must accompany the bid documents. In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

1.2.8.2 Municipal Rates, Taxes and Charges

A successful bidder and its directors must not be in arrears for more than 90 days with any municipality they are residing in.

1.2.9 Authorised Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

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

1.2.10 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.11 Samples

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

1.2.12 Quantities of Specific Items

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

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at 67 NOJOLI STREET SOMERSET EAST by not later than 12:00 on 21 December 2026.**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

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

1.2.16 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. The names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

1.2.17 Evaluation of Tenders

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

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Policy as at the 28 February 2023.

1.2.19 Contract

(a) The bidders are expected to sign the agreement in Section 6 part 1 of this bid document. The Signing of Part 2 of Section 6 of this bid document by the municipality signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

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

(e) The Contractor shall not be required to obtain such consent for –

(i) the provision of labour, or
(ii) the purchase of materials which are in accordance with the Contract, or
(iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

1.2.23 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.2.24 Wrong Information Furnished

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

1.2.25 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that the bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 Evidence for claim of specific Goals

a) Those bidders who qualify to claim points as an HDI based on Race must submit, a certified copy of an Identity Document (certification must not be older than 3 months) and a CSD report.
b) Those bidders who qualify to claim points as an HDI based on Gender must submit, a certified copy of an Identity Document (certification must not be older than 3 months) and/ or a CSD report.
c) Those bidders who qualify to claim points as an HDI based on Disability must submit, a Medical Certificate from a registered Medical Doctor certifying such.
d) Those bidders who qualify to claim points as an HDI based on Youth; the ID number will be used to verify whether they are between ages 18 – 35.
e) Those bidders who qualify to claim points as an HDI based on Locality ; the Municipal billing account or proof of address from ward councilor will be used to verify their locality
f) Points will be allocated on ownership prorated according to the percentage of ownership.

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

1.2.27 Letter of Good Standing from the Commissioner of Compensation

(a) A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, must accompany the bid.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof with the bid documents.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or certified copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

1.2.28 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Ms YH Mniki at telephone (042) 243 6400 ext.6451 email: yolisam@bcrm.gov.za

1.3 GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

1.26 "Tort" means in breach of contract.

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

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

2. Application

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific 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 non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the 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 shall furnish to the purchaser the performance security of the amount specified in SCC.

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

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the 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 inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 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 fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

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

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

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

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

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase 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, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or personrestricted 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, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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.

28. 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.

29. Applicable law

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

30. 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.

31. 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.

32. 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

33. 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.

34. 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 0f 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.

BLUE CRANE ROUTE LOCAL MUNICIPALITY
NOTICE:
ADVANCED ROAD SAFETY LAW ENFORCEMENT SOLUTION

SPECIAL CONDITIONS / SPECIFICATIONS OF BIDS

Prospective Service Providers are hereby invited to submit tenders for the Advanced Road Safety Law Enforcement Solution for a Period of Three Years. (3)

SPECIFICATIONS AND SCOPE OF WORK

1. The Service provider must provide a contravention system and full back – office system for the processing of camera generated and handwritten fines. This will encompass the full life – cycle of traffic fine from the initial capturing of the offence, through all the legal processes, up to the stage where the fine is ultimately finalised (summons paid, warrant of arrest paid or warrant of arrest expired). Blue Crane Route Municipality will provide space for the setup of the back office

2. The Data after the maturity of the contract will remain the property of Blue Crane Route Local Municipality, the service provider shall provide the data in the format as requested by the Municipality.

3. The Service Provider must provide a well-articulated Methodology plan to increase the finalisation of fines, which will include call centre (tel. nr. & email address of the service provider to be reflecting on all notices), summons serving and warrant execution and other tools that they may use or implement

4. The Service Provider shall supply BLUE CRANE ROUTE MUNICIPALITY with **two (2) Digital Speed cameras** at semi fixed sites as determined by BLUE CRANE ROUTE MUNICIPALITY. This equipment must at all times be approved by the South African National Standards (SANS) and the Technical Committee for the Standards and Procedures for Traffic Law Enforcement Equipment (TCSP).

5. The Service Provider shall erect semi fixed sites as determined by BLUE CRANE ROUTE MUNICIPALITY at its own cost, in consultation with all relevant authorities to ensure that such erection is in compliance with relevant legislation as well as with due consideration for the municipality's procedures regulating construction or maintenance on roads or other services. (The service provider shall be responsible for any damages sustained to Municipal or private property during such installation).

6. The Service Provider shall supply BLUE CRANE ROUTE MUNICIPALITY with at **least two (2) mobile digital speed cameras**. This equipment must at all times be approved by the South African National Standards (SANS) and

the Technical Committee for the Standards and Procedures for Traffic Law Enforcement Equipment (TCSP).

7. The Service Provider shall at all times be responsible for the prompt maintenance, repair and calibration of all equipment irrespective whether it's BLUE CRANE ROUTE MUNICIPALITY's equipment or not at the cost of the Service Provider.

8. The Service Provider shall promptly issue calibration certificates for equipment as prescribed in terms of the TCSP guidelines.

9. The Service Provider shall at its own cost train all Traffic Officers as operators to operate these equipment and issue operator certificates to such Traffic Officers.

10. The Service Provider shall give refresher training sessions to the operators.

11. The Service Provider shall supply BLUE CRANE ROUTE MUNICIPALITY with the latest technological equipment and update it from time to time as advancements are made.

12. The Service Provider will have to provide a comprehensive revenue plan to ensure that the service provider maintain a high payment rate of fines issued

13. The Service Provider shall be responsible for the serving of section 54 summonses and the execution of warrants of arrests with due consideration for relevant legislation which regulates these functions (It is the responsibility of the service provider to ensure that it meets the National Prosecuting Authority's requirements regarding serving of summonses as well as the execution of warrants of arrest).

14. The Service Provider shall supply BLUE CRANE ROUTE MUNICIPALITY with two (2) multi-purpose road safety law enforcement support tool (**handheld ticket issuing device X2**) for traffic law enforcement officers, with full back-office integration.

15. The Service Provider shall supply at least one (1) **Roadblock support vehicle** (LPRS) including all other relevant equipment for the execution of warrants of arrest. (Including but not limited to laptops, inverters, LPRS, printers, wireless connectivity, etc.)

16. BLUE CRANE ROUTE MUNICIPALITY further required **one (1) ONE SEVEN-SEATER VEHICLE (SUV)** and **one (1) additional LDV bakkie 1600cc** with canopy, tow bar and with air-conditions supplied by the contractor to be used for mobile speed law enforcement. The two vehicles must be equipped with blue lights inside on the dashboard and rear window and a siren should also be fitted for official duties. One (1) of said vehicles would become the property of the Blue Crane Route Municipality after the expiry date of the contract and registration documents must be submitted to the office of the Municipal Manager of Blue Crane Route municipality when the contract ended or as per negotiations.

17. The Service Provider shall be liable to ensure that all the equipment is sufficiently insured, and proof thereof should be provided to BLUE CRANE ROUTE MUNICIPALITY on a quarterly basis.

18. The Service Provider must provide a comprehensive plan how they will assist youth development, sustainable skills development within the Municipal Jurisdiction of the Blue Crane Route Municipality
19. Service provider must provide the CVs off all key staff that will be involved in this Bid

2. TECHNICAL REQUIREMENTS

The following general technical requirements apply:

Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
	Yes	No	Comment
WINDOWS BASED TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM - STATEMENT OF COMPLIANCE			
Multiuser Traffic Contravention System to be installed on a Virtual / central server on a wide area network environment for minimum users; that is backed up in AZURE environment in cloud.			
Must be able to run in cloud environment as to ensure business continuity and single sign on as per auditor general requirements.			
Provide technology for remote pay points and court administration;			
Must be able to Indicate user captured transactions			
Interface for the uploading of camera offences from any type of TCSP approved digital cameras;			
Maintaining a database of camera offence images for enquiry and court evidence			
Interface to e-NaTIS and/or alternative databases for obtaining offender name and address details;			
Printing of notices for camera offence in terms of Section 341 of the Criminal Procedures Act 51 of 1977. Each camera notice must have the camera offence image included on the notice mailer;			
Generating and printing of summonses in terms of Section 54 of the Criminal Procedures Act 51 of 1977 as well as allocation of summons and server management;			
Online Cashier facilities and interfaces for verified payments with electronic payment service providers ea. EasyPay, Banks &, etc;			
Court related documentation and Criminal Case Registers			
Admission of Guilt and Spot Fine Register, Warrant of Arrest and related register			
Roadblock assistance software — offline and/or on-line			
Comprehensive Management Reporting and Graphs;			
Service level agreement for user support			

Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
	Yes	No	Comment
helpdesk, training, support and system maintenance and new releases;			
Maintenance of updates of electronic charge sheets;			
Tracing of offenders and call centre support functionality;			
Track record of successful installations.			
Provide Pound Management System			
Accident Management System to record accidents			
View Fines Website to assist the public with the viewing of their fines and to increase fine payment rates			
Call centre functionality to increase fine payment rates			

The evaluation of tenders will be done in terms of compliance with the following criteria.

Tenders that do not comply with all the criteria below will not be evaluated further.

The following technical requirements apply for the **Traffic Contravention Management System**:

Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
	Yes	No	Comment
IMPLEMENTATION			
System Functions			
User setup & Password			
Each user has his or her unique username and password. No user is allowed to work on the system under somebody else's login details. Enter the username, normally the name of the individual's name and password. Choose the user role to be assigned to this user, for example, Administrator, Cashier, Data Capture.			
Every 30 days users will be forced to change their passwords. A reminder will start showing 5 days before the 30th day. Should the user not change			

his/her password before the 30th day, the system will lock out the user, and a system administrator will need to reset the password.			
The password must at least have 6 or more characters (not exceeding 15 characters) and must have one upper case character, one lower case character, and a numeric digit.			
If a user entered his/her password incorrectly for 3 consecutive times, the system would lock out the user and the system administrator must reset the user's password.			
A system report is available to print from the system listing the users and whether they are active or not.			
A system list of setup roles is available to be printed from the system.			
An audit report is available for printing regarding changes on user roles. which user made the change to which user account, date and time.			
Deleting usernames when staff member resigned			
Usernames of staff that resigned should not be deleted from system: A user code is linked to each processes / action performed on the system and kept on the system for statistical purposes			
Role ID Name Description			
- Development Developing. - Speed 56 Speed 56 Capture - Administrator System Administration - MIS Dashboards view all dashboards - MIS Reports view all reports - Cashier Payments - Data Capturer - Supervisor Balancing - Supervisor Reports - Technical Support Camera Support - Capturer user 56 - Verification Officer - Cashier Supervisor - Role name KMK - Senior Clerk			
User Role Management			
Although a few basic user roles have already been defined, as listed below, it is important to note that the user role permissions are entirely			

flexible and any number of roles can be created with different roles assigned to each.			
Administrator Role			
An Administrator role can perform all functions on the TCM application.			
FUNCTIONS			
Allocations			
- Allocation Function - Document Allocation - Payment Generation - Document De-Allocation - Document Re-Allocation - Allocation Reports - Server Cover Report - Server Payment Report			
Camera Adjudication			
- Camera Image Upload All different camera types - Image Validation - Image Verification - Image Enquiry			
Notice Capturing			
- Section 341 - Section 54 - First Information of crime - Suspended Vehicles - Marked Registrations - Change 341 Name and address - Change Offender detail			
Representations			
- Register Representation - Representation Results - Present a Document - Representation Letters - Custom Letter			
Court			
- Court date set up - Case Result - Case Result Reversal - Manual Case No Capture - Court Case CSV Export			
eNaTIS			
- Generate eNaTIS request - Upload eNaTIS response -			
Camera Notices			
- Import Camera File - Generate Camera Notices			

- Print Camera Mailers			
Summons			
- Print Notice before Summons - Generate Section 54 Summons - Print Section 54 Summons - Return of Services - Server Postal Codes - Section 341 to Summons Export - Assign Untraceable to Batch Summonses			
Warrant of Arrest			
- Manual Warrant Capture - Notice of Warrant - Return of Warrant - Warrant Availability - Warrant Signed - Print Warrants - Maintain Bench Warrants - Delete Warrant Execution - Maintain Warrant Number			
Speed Sect 56			
- Speed Sect 56 capture - Speed Sect56 SETUP - Speed Sect 56 Export			
Roadblock			
- ANPR Video - Manual Search - ANPR Re-Import - LALFOTCS Extract - Mobile Device File Export			
Enquiries			
- Enquiries Display - ID Listing			
Payments			
- Traffic Payments - Non-Traffic Payments - Maintain Payment Details - Traffic Payment Cancellation - EasyPay Import - Reprint Receipts - Print Receipt Totals - Import Payments - Cancel Non-Traffic Payments - Maintain Non-Traffic Payments - Import Roadblock Receipts - Partial Traffic Payments - Cancel Partial Traffic Payments - Bulk Payments			
Payments Reports			
- Spot Fine Register			

- Admission of Guilt Register - Payment History Report - Case Result Payment Report - Warrant of Arrest Payment Report - Traffic Payments Report - Cancelled Non-Traffic Payments Report - Cancelled Traffic Payments Report - Cashier Cash-up Report - Combined Payments Report - Contempt of Court Payments Report - Non-Traffic Payments Report - Payment Channels Report - Unequal Payments Report - Payments by Vote Report - Payments by Payment Date Report - Partial Traffic Payments Report - Cancelled Partial Traffic Payments Report			
Registers			
Control Registers			
- Section 56 Control Register - Section 54 Control Register - Annexure Control Register			
Court Registers			
- Section 56 Court Register - Section 54 Court Register - FIC Court Register - Annexures by Court Register - Annexures by Notice Number - Annexures by Charge Code - Court Register Labels - Proforma Court Register - Court Charge Sheets			
Warrant of Arrest Registers			
- Generate WOA Register - Proforma Warrant Register			
Supervisor Registers			
- Deleted Notices Register			
Traffic Point Export			
Static Data Management			
Admin Centre **Codes Data** - Code Groups - Postal Codes - Codes **Local Authority Setup** - Local Authority Rules - Local Authority Address **Series Data** **Court Data Setup**			

- Court Detail - Court Room - Court Address - Court Fines - Copy Court Fines **Offence Data** - Offence Word - Offence Master - Offence Category **Officers Data** - Officer - Officers Group **Cameras Data** - Cameras - Camera Groups **Police Station Data** - Court Police Station - Police Stations **Locations Data** **Speed Section 56** - S56 Entity Data - S56 Gen Entity Record - S56 Gen Entity Notice Numbers **Contractor Data** **Vote Data** **Speed Matrix Data** **Road Type Data** **Server Details**			
Tools			
System Administration - Cancel a Document - Delete Functions - Delete Section 56 **System Functions** - User Roles - Menus Data - User Role Permissions - Users **Reversals** - Court Register Reversal - Warrant Register Reversal - AOG Register Reversal - Summons Generate Reversal			
User Setting			
Change Password			
Officer Books			
- Capture Notice Books - Allocate Notice Books - Notice Books Register - Return Notice Book			

- Re-Issue Notice Book - Notice Book Requisition - Notice Books Parameters			
Reports			
MIS Reports			
- Analysis Report 1 - Analysis Report 2 - Monthly Breakdown Analysis Report - Monthly Breakdown Ageing by Number - Monthly Breakdown Ageing by Value - Location Summary Statistic Report - Notice Status Report - MIS Snapshot and CSV Export			
User Reports			
- User Roles Report - User Audit Report - User Login Report - User Role Audit Report - User Password Reset Report - User Activity Report			
Warrant Reports			
- Outstanding Warrants Detailed Report - Snapshot of Warrants Report - Warrant of Arrest Execution Summary - Bench Warrant of Arrest Report			
Daily Reports			
- Section 341 Daily Report - Section 56 Daily Report - Suspended Vehicles Daily Report - First Information of Crime Daily Report - Daily Representation Register - Daily Representation Register by Value - Presentation of Documents Daily List - Case Result Daily Register - Daily Return of WOA Execution Register - Cancel a Document Register - Return of Service Daily Register - No Representation Result Yet Register - No Representation Result Input List - Manual Warrant of Arrest Daily - Capture Notices by Offence Date - Capture Notices by Capture Date			
Portal Reports			
- Notice Capture Report - eNaTIS Response Audit - Court Dates Report - Habitual Offender Report - Summons Section 341 Postal Code Summary			

- Notice Book Missing Notices Report - Officer Stats by Offence - Offences Charge Code Statistics Summary - Charge Code Report - Court Case Result Report - Guilty Case Results Report - No Case Result Report			
Camera Reports			
- CAM User Activity Report - CAM Uploaded Images by Officer - CAM Uploaded Images by Location - CAM Uploaded Images by Camera - CAM Officer Productivity - CAM Image Rejections - CAM Batch Pending Validation - CAM Batch Pending Verification			
Monthly Reports			
- Statistics Per Charge Code - Officer Stats by Offence - Detail - Statistics Per Location Code - Statistics Per Charge Category - Notice by Vehicle Type Report - Section 56 Un-finalized Cases - Withdrawn and Reduced Representation Results - Officer Performance by Category			
Housekeeping			
- Notice Batch Withdraw - Summons Batch Withdraw Section 56 - Summons Batch Withdraw Section 341 - Warrant of Arrest Batch Execution - No Offender Detail Batch Withdraw			
Document Scanning			
- Upload Documents - Index Documents - Search Documents			
Roadblock & ANPR Module			
The Roadblock module allows for the extraction of outstanding Section 341 handwritten, Section 341 cameras, Section 56 summonses and Warrants of Arrest to create an offline database on a workstation for notice enquiries at roadblocks to trace offenders.			

An extract program is executed to create a file that contains data relating to all outstanding notices, depending on the parameters set when generating. The extract file created is copied or transferred to workstations used on the ANPR vehicle at roadblocks. Manual enquiries on outstanding notices are executed on the ANPR roadblock vehicle at any location outside the office. The offline database can also be used to generate new summonses for outstanding section 341 notices and to serve the summons on the offender by Traffic Officers while the offender is present at the roadblock. Together with this manual enquiry, new technology is used to automatically track vehicles by scanning the registration number plates of vehicles. (ANPR = Automatic Number Plate Recognition). A video camera, an ANPR camera, scans the registration number plate of an oncoming vehicle. The registration number is then fed into a workstation connected to the camera. Software "reads" the registration number and compares it against a database of outstanding fines, summonses and warrants of arrest. When a match is found, the workstation screen indicates to the operator that the number plate of a particular vehicle has registered positively. The vehicle is then stopped by a traffic officer. All of this happens within a matter of seconds. Depending on the nature of the offence, the motorist is requested to pay any outstanding notice. In the case of a warrant of arrest the motorist has the option of paying the fine amount as well as the contempt of court amount. If the offender cannot pay, he or she is arrested to appear in court.			
- Export Roadblock Files - Manual Search - Roadblock Cashier Module - Roadblock End-of-Day Report			
Roadblock Support Vehicle			
The roadblock vehicle must be equipped with the following necessities to execute a standard roadblock: - ANPR camera and workstation - 2 X ANPR screens for observation by the operator and officers			

- 2 X speed humps for traffic calming before entering the roadblock area - Traffic cones to demarcate road lanes - Traffic signs warning motorists that they are entering a roadblock and to slow down - Public address system to warn officers and motorists that a particular registration number plate has registered on the system and the vehicle must be stopped - Various other sirens for use in case of an emergency - Fire extinguisher - Fire blanket - On board radio for communication between officers on the road or with Traffic Department - A portable generator to supply power to the ANPR vehicle - Workstation for offense enquiries - Printer for printing enquiries - Laptop computer for use by the on-board cashier - Printer to allow cashier to print receipts after an offender paid - Secured lockable money drawer for cashier			
Roadblock operation			
- Data is loaded onto the roadblock vehicle equipment for use on the roadblock - Traffic Department staff makes the decision on the location of the roadblock. On arrival the roadblock vehicle is supplied with power by connecting to the portable generator - Workstations are powered up and prepared for use (ANPR camera, enquiries and cashier) - Using traffic cones the road is demarcated forcing traffic into one lane to enable the ANPR camera to scan registration number plates - Speed humps are placed in position - Road signs are placed in position warning motorists that they are approaching a roadblock and must slow down - Officers are alerted that the roadblock is to commence - Number plate registration is called out by the operator - Vehicles are stopped by traffic officers - Offenders are informed about outstanding notices or warrants of arrest			

- Offenders pay fines at the on-board cashier - A senior traffic officer on duty at the roadblock announces the closure of the roadblock			
Offender Tracking & Tracing			
Offender Database			
- Data cleansing / SMS' ▪ Data Washing ▪ SMS' send via TC ▪ Photo mms - Call Centre ▪ SMS extract via website ▪ Offender database for data washing on centralized database and then external service provider if needed SMS for concept court register, ▪ WOA (receive file from service centres) ▪ Website ▪ Call Centre do online queries Manage SMS for all sites, keep record of SMS's sent out and tie back to payments received from SMS's notifications ▪ Measure outcome of SMS's ▪ Update each local traffic system with updated data on centralize database ▪ Tracking and tracing of return post			
Transport License Disc			
- Transport Registration - Transport Issue / Renewal Disc - Transport Reprints - Transport Enquiries - Transport Reports			

The following technical requirements apply for both mobile and permanent speed cameras:

STATEMENT OF COMPLIANCE

As a minimum requirement, the proposed system and services must comply with the following:

Camera equipment as a minimum shall be compliant with SABS 1795, including part 5, "Data capturing and recording devices for road traffic law enforcement equipment". Certification of compliance shall be provided with the tender. Failure to do so shall result in the disqualification of the tender.

Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
	Yes	No	Comment
The mobile Radar camera must be compatible to fit into any permanent speed camera site.			
The cameras must be Radar units			
The Radar must be 3D Tracking Units			
The camera must allow for Video Analytics			
The camera must have internal ANPR			
The Camera must consist of Accelerometer and Gyro functionality			
The camera 5 to 20-megapixel high speed camera			
High resolution digital lens			
6 Core CPU with minimum of 64GB Solid State stor for offence images			
The Processing must take place via at least a 6 Core CPU with radar co- processor, Linux operating system and related Dedicated Digital Signal Processor			
The user interface must consist of 5.6" LCD touch screen, multi-function on/off button with illumination feedback			
At least built-in wireless Interfaces must be available such as Wi-Fi, Bluetooth, GPS, Wireless Flash Trigger, LTE,			
The mobile speed camera radar sensor shall as a minimum comply with the following requirements: The system shall be able to detect when the radar is affected by interference or jamming signals The system shall be compliant with Class C Radar according to the TCSP Guidelines The system shall support at least 2 classes of vehicle and provide automatic lane classification			
Mobile speed camera equipment shall provide the measured X and Y position, X and Y speed of the offending vehicle as well as all the other vehicles in scene of the image.			
The camera equipment and law enforcement systems shall provide a database of stored images as court evidence			
The camera lens shall be fitted with an Infrared filter t prevent natural infrared from the sun affecting			

the colour of images.			
The speed camera shall allow for the uploading of offences via a wireless connection.			
The system should be fully protected against environment and vandalism			
The evidence produced by the law enforcement equipment system shall be tamper detectable throug the use of a digital fingerprint embedded into a JPEG format image.			
The camera equipment shall have the ability to enfo up to four lanes of traffic.			
The mobile speed camera shall provide electrical inp for red and amber light connections.			

The camera equipment and law enforcement system shall provide a fully integrated and automated system for the prosecution of speed and red -light offences.

The camera equipment shall be able to operate and switch between 3 modes of operation in software:

- Fixed Red Light and Speed mode where the camera equipment shall be installed in a fixed enclosure for 24-hour operations and support simultaneous red light and speed recording.

- Mobile Speed mode where the camera equipment shall be installed on a tripod or semi fixed housing for temporary speed operations. (Flash must be included for night enforcement)

The camera equipment shall provide up to 2 lanes of speed enforcement as required.

7.4 Electronic Ticketing Devices

The contractor shall provide, as and when required by the Municipality, portable handheld devices and associated printers for the issuing of Section 341 notices and Section 56 summonses electronically in the field. The handheld devices shall:

Description of requirements	Please indicate with an "X" whether the offer complies with the requirements.		
	Yes	No	Comment
The handheld devices must run on associated software that interfaces fully and compatible with the agreed contravention system at Blue Crane Route Municipality for the duration of the contract, to produce Section 341 notices and Section 56 summonses containing all the information required by applicable legislation for issuing on the road			
Must have the capability to issue 3 Charges per Section 341 and Section 56 Summons			
Have an Off-line capability to ensure Driver License can			

be scanned and decrypted and 341 notices/ 56 summonses can be issued even if the device is offline			
Communicate with the contravention system wirelessly while operated in the field and upload cases to the contravention system for further processing.			
Be capable of Wi-Fi as well as LAN communication to ensure fast configuration and uploads when docked in the back office.			
Be able to scan both the vehicle license disk as well as driver's license barcodes and populate extracted information automatically on the notice or summons produced.			
Be able to record the signatures of both the officer and the offender as a JPG image for inclusion on the documents produced and for transmission with the completed offence record when uploading to the contravention system			
Be able to be tracked by the back office using the GPS coordinates of the device and capable of using the GPS coordinates of the device when an offence is recorded and converting it into an offence location for insertion on the notice or summons			
Be able to take a photo of the offender or offending vehicle and append such photo as part of the case evidence.			
Be able to optionally perform live queries on the NaTIS system and the SAPS wanted vehicle database or the relevant back-office database for outstanding warrants of arrest			
Contain a complete set of the following static data components for selection by the officer during capture of the offence: Notice numbers (obtained in blocks from the contravention system) Court name (from the contravention system) Court date (from the contravention system) Payment due dates Charge description with fine amounts			
Meet IP64 standards for moisture and dust intrusion			
Be designed to withstand 1.5-meter drops to concrete.			
Have a high resolution, sunlight readable display.			
Have a minimum six-hour battery life.			
The portable printers shall: Be small and lightweight for carrying on a belt			

clip or shoulder strap. Meet IP 54 standards for moisture and dust intrusion. Be designed to withstand 1.5-meter drops to concrete. Have long lasting battery life for minimum 6-hour operation under normal printing conditions. Be able to print the required notices or summonses on a paper roll of at least 70 millimeters in width. Be able to communicate with the handheld device through wireless LAN or Bluetooth.			
Be small and lightweight for carrying on a belt clip or shoulder strap.			
Meet IP 54 standards for moisture and dust intrusion.			
Be designed to withstand 1.5-meter drops to concrete.			
Have long lasting battery life for minimum 9 – 12-hour operation under normal printing conditions. Back up must			
Be able to print the required notices or summonses on a paper roll of at least 70 millimeters in width.			
Be able to print the required notices or summonses on a paper roll of at least 70 millimeters in width			
Be able to communicate with the handheld device through wireless LAN or Bluetooth.			

(a) SUV VEHICLE AS PER TENDER REQUIRMENTS

SPECIFICATIONS	REQUIRED	YES	NO
DIMENSIONS			
Overall length (mm)	Not Less than 4 560		
Overall width (mm)	Not less than 1 800		
Overhaul height (mm)	Not more than 1 710		
Wheelbase(mm)	Not less than 2 760		
Fuel tank capacity (l)	Not less than 50		
Ground clearance(mm)	Not less than 200		
ENGINE			

Displacement (cc)	Not less than 1493		
Bore x stroke (mm)	Not less than 75.0x84.5		
Compression ration	Not less than 16.0:1		
Max. Power (kw/rpm)	Not Less than 84.6/400		
No. Of cylinders	Not more than four.		
Cylinder block	Cast Iron		
Cylinder head	Aluminium		

Turbo	Compulsory		
Fuel system	CRDI		
Fuel Type	Diesel compulsory		
Fuel tank capacity	Not less than 50L		
TRANSMISSION			
Drive type	2WD		
Transmission type	6 Speed automatic		
Drive mode select	Standard		
Clutch type	Torque Converter		
FUEL CONSUMPTION			
Combined cycle Litres/100km	Not more than 6L		
CO2 EMISSIONS			
Combined cycle g/km	Not more than 159		
SUSPENSION			
Front	McPherson Strut Type		
Rear	Couple torsion beam axle		
Shock absorbers Front	Conventional Valve type		
Shock absorbers Rear	Conventional Valve type		
STEERING			
Steering wheel	Air bag compulsory		
Steering type	MDPS		
Power assisted	Motor driven power assisted		

Steering column Adjustment	Tilt & Telescopic		
WHEELS & TYRES			
Wheel Type	Alloy 17” Compulsory		
Tyre size	Not smaller than 215/60R17		
Spare wheel	Compulsory		
BRAKES			
Front brakes type	Ventilated disc, floating caliper		
Rear brake type	Solid disc, floating caliper		
Brake booster	Not less than 10”		
Park brake	Electronic Park brake		
ABS anti-locking system	4-wheel electronic brake distribution		
Electronic Brake Force Distribution	Standard		
WEIGHT			
Tare	Not less than 1445		
Gross vehicle mass (GVM)	Not less than 2090		
Gross Combination Mass (GCM)	Not more than 2990		
Payload	Not less than 640		
DIMENSIONS			
Overall length (mm)	Not more than 4 560		
Overall width (mm)	Not more than 1 800		
Overall height (mm)	Not more than 1 710		
Smash and grab			
Tow bar			

STYLING FEATURES			
Bumper styling	Black & silver		
Side mirrors	Body colour		
Cour scheme	White compulsory		
SEAT CAPACITY			
Seat capacity	Seven (7) Seats		
Seat trim	Artificial black leather		
SIDE MIRRORS			

Adjustment	Electric operated		
Folding function	Electric operated		
DOORS			
Front and rear doors	Hinged type		
Rear door	Lift type		
WARRANTY & MAINTANANCE			
Warranty	5 Year/150 000km compulsory		
Perforation Warranty	5 Year/150 000km compulsory		
Roadside Assistance	7 year /150 000km		
Service plan	3 year/ 45 000km		
Service intervals	Not more than 15 000km		
AIR BAGS			
Air bags	Compulsory		
Seat bets	Compulsory		
SECURITY			
Alarm	Compulsory		
Auro locking doors	Compulsory		
Transponder immobilizer	Compulsory		
VENTILATION			
Air conditioner	Compulsory		

(b) 1600CC Utility VEHICLE

AFTER THE EXPIRY DATE OF THE CONTRACT THE VEHICLE MUST BE REGISTERED INTO THE NAME OF BLUE CRANE ROUTE MUNICIPALITY AND REGISTRATION DOCUMENTS HANDED IN AT THE FLEET SECTION.

SPECIFICATIONS	REQUIRED	YES	NO
DIMENSIONS			
Overall length (mm)	Not Less than 4 500		
Overall width (mm)	Not less than 1614		
Overhaul height (mm)	Not more than 1 865		
Wheelbase(mm)	Not less than 2 755		
Fuel tank capacity (l)	Not less than 50		
Fuel Type	Diesel / Petrol		
Ground clearance(mm)	Not less than 160		
ENGINE			
Displacement (cc)	Not less than 1493		
Bore x stroke(mm)	Not less than 81.0 x 95.5		
Compression ration	Not less than 16.5:1		
Max. Power (kw/rpm)	Not Less than 81 @ 5800		
No. Of cylinders	Not more than four.		
VENTILATION			
Air conditioner	Compulsory		
TRANSMISSION			
Drive type	2WD		
Transmission type	6 Speed automatic		
WHEELS & TYRES			
Wheel Type	Alloy 17” Compulsory		
Tyre size	Not smaller than 215/60R17		
Spare wheel	Compulsory		

WARRANTY & MAINTANANCE			
Warranty	2 Year/ unlimited kilometers compulsory		
Service plan	5 year/ 120 000km		
Service intervals	Not more than 15 000km		
Smash and grab			
Tow bar			

SPECIAL CONDITIONS FOR BOTH THE VEHICLES. BIDDERS MUST SUPPLY PROOF TO BE EVALUATED FOR THE VEHICLES.

- **Maintenance workshop** and **registered dealership** of vehicle provided must be **within** the **EASTERN CAPE boundaries**.
- In the event that bidder is not a registered dealership and does not have a workshop within Eastern Cape boundaries, **a valid, signed agreement with registered dealership within the Eastern Cape boundaries** must be submitted with tender submission.
- Proof of guaranteed mobility for vehicle when in for services/ repairs in the BCRM boundaries must be submitted with the tender document

Specific solution requirements and criteria:

The Municipality will specifically measure proposed solutions against the following solution criteria.

The service provider must give a detailed methodology and description of their approach in addressing the following specific areas

The proposal must clearly address the following specific areas

- The steps that will be followed to improve the **payment finalization rate of offences**
- The service provider is requested to provide a proposed strategy and rollout plan which incorporates the local operational offices and magistrate courts.
- The approach to finalization of the backlog of outstanding offences in light of the DPP guidelines.

- What steps are taken to combat the inaccuracy in registered owner details received from e-NaTIS.
- Explain the assistance and processes that will be offered in the administration and Warrant of Arrest execution process.
- Explain what steps will be followed to install new permanent cameras on Council and or National roads.
- The service provider must provide a functional description of the software solution which will be used.
- A description of the process to be followed for downloading offence images from both mobile as well as permanent cameras.

Risk and Public liability:

It will be an obligation of the service provider to ensure data integrity and the accurate performance of the law enforcement processes. The service provider is requested to explain what steps are taken to prevent inaccuracies and how the department will be protected against public liability claim

AARTO:

Should the Administrative Adjudication of Road Traffic Offences (AARTO) Act be implemented in the Eastern Cape before or during the period of this tender, the Tenderer will be expected to process all the offences and infringements issued under the AARTO act in accordance with the AARTO legislation and AARTO Standard Operational Procedures (SOP's). As prescribed, the Tenderer will have to process AARTO Infringements directly on the National Contravention Register (NCR) whilst, at the same time, concluding all non AARTO cases on the Tenderer's own system. The service provider and the client will renegotiate should the AARTO Act come into effect.

1. SERVICE FEE:

1.1 The Service Provider will be paid a service fee per infringement based on paid infringements and infringements rejected by the court (provided that such rejection is not based on the failure of the service provider to comply with all legal requirements in the issuing of such infringement).

1.2 A phasing period of eighteen (18) months shall apply for the finalization of infringements (payment of fines and/or considerations by the court). The Service Provider shall for this period allow the Client to have access to its contravention system. During this period, payments shall be accepted by the Client and representations shall also be done. The Service Provider shall be entitled to a service fee on paid fines as per the original agreement.

1.3 The Service Provider shall within ten (10) days after the end of each month submit separate reports for the payment of cameras fines and third (3rd) party payments to the Client. The invoices (camera payments and third (3rd) party payments shall be separated for payment purposes.

1.4 In the event that the Service provider submit a deviation from the service fee, such deviation will only be considered purely at the discretion of the Blue Crane Route Municipality

4 SERVICE LEVEL AGREEMENT

4.1 The Service Provider shall be required to enter into service level agreement with the Employer on appointment.

FUNCTIONALITY SCORE

Assessment of quality/functionality in terms of minimum threshold for functionality criteria.

The minimum number of functionality criteria points to quality is 80 points (80 out of 100 points) Tender offers that fail to score this minimum number of functionality criteria points for quality will be rejected. See the functionality criteria score sheet, and Returnable documents as listed below for detail on the submissions required to score points for quality.

Experience

Number of years in operation (Proof of speed camera, back office and other traffic related matters)	**Points**
5 reference letters for Advanced Traffic Management System (10 points per letter)	50
3 reference letters for Advanced Traffic Management System (10 points per letter)	30
2 reference letters for Advanced Traffic Management System (10 points per letter)	20
Project Manager experience	**Points**
10+ years, submit CV with contactable references	20
5-9 years, submit CV with contactable references	15
1-4 years, submit CV with contactable references	5
Methodology	**Points**
To claim points for methodology please respond to **Specific solution requirements and criteria on page…..**	30
TOTAL POINTS	100

MBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *BLUE CRANE ROUTE MUNICIPALITY*					
BID NUMBER:	T27/2026	CLOSING DATE:	21 DECEMBER 2026	CLOSING TIME:	12:00
DESCRIPTION	ADVANCED ROAD SAFETY LAW ENFORCEMENT SECTION FOR A PERIOD OF THREE YEARS.				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

67 NOJOLI STREET AND EQUIPMENT
SOMERSET EAST
5850

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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ 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	FINANCE DEPARTMENT	CONTACT PERSON	Ms YH Mniki
CONTACT PERSON	MS N MAKHALIMA	TELEPHONE NUMBER	0422436400/Ext 6451
TELEPHONE NUMBER	0422436441	FACSIMILE NUMBER	
FACSIMILE NUMBER	0422432250	E-MAIL ADDRESS	yolisam@bcrm.gov.za
E-MAIL ADDRESS	nozukom@bcrm.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

Name of Bidder……Bid Number……...

Closing Time ……. ….. Closing Date ……..

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

Proof to be provided for any request for increase, please see tender conditions point 1.

ITEM	DESCRIPTION	Fee Excl Vat	TOTAL FEE (Excl.VAT)
1.	Fixed Monthly cost for duration of tender period (No increase)		
2.	Fee for each finalized Infringement		
		SUB TOTAL	
		VAT	
		TOTAL	

Required by:……..
- At: …….
- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s) …….
  Period required for delivery …….

*Delivery: Firm/Not firm
- Delivery basis ……

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
*Delete if not applicable

SECTION 4.1 MBD4: 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.

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

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder[2]):

3.4 Company registration number:

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If so, furnish particulars.

.....

* MSCM Regulations: "in the service of the state" means to be –
  (a) a member of –
    (i) any municipal council;
    (ii) any provincial legislature; or
    (iii) the national Assembly or the national Council of provinces;

  (b) a member of the board of directors of any municipal entity;
  (c) an official of any municipality or municipal entity;
  (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
  (e) a member of the accounting authority of any national or provincial public entity; or
  (f) an employee of Parliament or a provincial legislature.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If so, furnish particulars.

.....

3.10 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If so, furnish the following particulars:

.....

3.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If so, furnish particulars

.....

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

3.12.1 If so, furnish particulars.

.....

3.13Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders ` in service of the state? **YES / NO**

3.13.1 If so, furnish particulars .....

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars: .....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number	Income Tax Number

DECLEARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT 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 bids invited. It contains general information and serves as a claim form for preference points for Specific Goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- **Points will be allocated on ownership prorated according to the percentage of ownership.**

1.2

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

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) Specific Goals.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of Specific Goals together with the bid, will be interpreted to mean that preference points for Specific Goals are not claimed.

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

2. DEFINITIONS

(a) **"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;

(b) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(c) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(d) **"prices"** includes all applicable taxes less all unconditional discounts;

(e) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

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

5. Specific Goals	Number of points (80/20 system)
HDI - Race	
HDI – Gender	
HDI – Disability	
HDI - Youth	

HDI- Within BCRM	
HDI- Within Sara Baartman District	
HDI-Within the Eastern Cape	
HDI- in South Africa	
Non-compliant	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of Specific Goals must complete the following:

7. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 Specific Goals: . = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of Specific Goals.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....……%
ii) The name of the sub-contractor……..
iii) The Specific Goals of the sub-contractor.....…….

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

9.1 Name of company/firm:…….

9.2 VAT registration number:……

9.3 Company registration number:…….

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……
……
……..

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: ……

Registered Account Number: ……

Stand Number:……..

9.8 Total number of years the company/firm has been in business:……

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the Specific Goals indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The specific goals claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the Specific Goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

1. ……..

2. ……..

……
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

……..

SECTION 4.3: MUNICIPAL RATES AND SERVICES

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

I, THE UNDERSIGNED (NAME) ……

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……
Signature

……
Date

……
Position

……
Name of Bidder

SECTION 4.4: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs ..... acting in his/her capacity

as ..... of the business trading as ..... to sign all

documentation in connection with Tender.....

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

SECTION 4.5: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** **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.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **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 ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	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**

SECTION 4.6 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

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

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

    a. take all reasonable steps to prevent such abuse;
    b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
    c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(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 consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

SECTION 5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Technical Specification(s);
   - Preference claims for Specific Goals in terms of the Preferential Procurement Regulations, 2022;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT) CAPACITY .....

SIGNATURE NAME OF .....

FIRM DATE .....

.....

.....

WITNESSES

1 .....

2. .....

DATE: .....

SECTION 6: CONTRACT FORM: PART 1 (TO BE FILLED IN BY THE BIDDER)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)…….…… in accordance with the requirements and specifications stipulated in bid number…….…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
(i) Bidding documents, *viz*
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Specific Goals in terms of the Preferential Procurement Regulations, 2022;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and
(iii) Other (specify)

3.I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid

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

NAME (PRINT) CAPACITY .....

SIGNATURE NAME OF .....

FIRM DATE .....

.....

.....

WITNESSES

1 .....

2. .....

DATE: .....

SECTION 6: CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I …… in my capacity as .....

   Accept your bid under reference number T27/2026 dated.....… for the Advanced Road Safety Law Enforcement Section For A Period of Three Years as indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT …… ON ……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

2 ……

DATE:……..