



TENDER NO.: SC 1212/2012

**TRAFFIC SPEED MEASURING, FIXED CAMERAS FOR SPEED AND
ROBOT VIOLATIONS, NUMBER PLATE RECOGNITION SYSTEM
AND BACK OFFICE FOR FINE COLLECTION**

PROCUREMENT DOCUMENT

PREPARED AND ISSUED BY:

DIRECTORATE: FINANCE : SCM UNIT
OVERSTRAND MUNICIPALITY
PO BOX 20
HERMANUS
7200

CONTACT:

NAME: **RUDI FRASER**
TELEPHONE: **028 313 8165**

NAME OF TENDERER:		
Total Bid Price (EXCLUSIVE of VAT): (refer to page 64)		
	ITEM	PRICE PER ITEM EXCLUDING VAT
1.	PAID FINE	R
2.	CAPTURE / UPLOAD AARTO INFRINGEMENT	R

MAY 2012

KLEINMOND Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	HERMANUS PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	STANFORD PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	GANSBAAI PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS			
TENDER NUMBER:	SC 1212/2012		
TENDER TITLE:	TRAFFIC SPEED MEASURING, FIXED CAMERAS FOR SPEED AND ROBOT VIOLATIONS, NUMBER PLATE RECOGNITION SYSTEM AND BACK OFFICE FOR FINE COLLECTION.		
CLOSING DATE:	2012/06/01	CLOSING TIME:	12H00
BID BOX NO:	4	Situating at Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.	

TENDERER DETAILS			
NAME OF TENDERER:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.	
E-MAIL ADDRESS:			

TENDER AMOUNT (INCLUDING VAT) :	
DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:
a) Tenders that are deposited in the incorrect box will not be considered.
b) Tender box deposit slot is 28cm x 2.5cm.
c) Mailed, telegraphic or faxed tenders will not be accepted.
d) If the bid is late, it will not be accepted for consideration.
e) Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	PEDRO PETERS	RUDI FRASER
TEL. #	028 313 8956	028 313 8165

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

1. TENDER NOTICE & INVITATION TO TENDER**TENDER NO. SC 1212/2012****TRAFFIC SPEED MEASURING, FIXED CAMERAS FOR SPEED AND ROBOT VIOLATIONS, NUMBER PLATE RECOGNITION SYSTEM AND BACK OFFICE FOR FINE COLLECTION**

Tenders are hereby invited for TRAFFIC SPEED MEASURING, FIXED CAMERAS FOR SPEED AND ROBOT VIOLATIONS, NUMBER PLATE RECOGNITION SYSTEM AND BACK OFFICE FOR FINE COLLECTION.

Tender documents, in English, are obtainable from Friday, 19 May 2012, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8064 from Mr. Ayanda Mili between 08h30 and 15h30, upon payment of a non-refundable tender participation fee of R115.00 per set. Bank guaranteed cheques are to be made payable to "Overstrand Municipality". Alternatively, the documents can be downloaded free of charge from the website: www.overstrand.gov.za.

Sealed tenders with "**Tender No. SC 1212/2012: Traffic speed measuring, fixed cameras for speed and robot violations, number plate recognition system and back office for fine collection.**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 4** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation provided by the municipality.

The closing date and time of the tender is on **01 June 2012 at 12h00** and will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

Tenders must be valid for 90 days after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution.

The Overstrand Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the Standard Conditions of Tender and the Supply Chain Management Policy of the Overstrand Municipality.

Please refer enquiries to **Mr. Rudi Fraser** at **telephone number: 028 313 8165**

2. AUTHORITY TO SIGN A BID

1. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____ 20____, Mr/Mrs _____
 _____ (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of _____
 (Name of Company) in his/her capacity as _____

Full name of Director	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

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



3. PARTNERSHIP

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

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

Full name of partner	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CLOSE CORPORATION

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

By resolution of members at a meeting on _____ 20____ at _____
 _____, Mr/Ms _____, whose
 signature appears below, has been authorized to sign all documents in connection with this bid on behalf of
 (Name of Close Corporation) _____

Full name of member	Residential address	Signature

SIGNED ON BEHALF OF CLOSE CORPORATION:		DATE:	
PRINT NAME:			
IN HIS/HER CAPACITY AS:			
WITNESS 1:		WITNESS 2 :	

3. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as trans-

portation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to

any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

16.3. Payments shall be made 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

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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

- 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

General Conditions of Contract (revised July 2010)

4. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Avenue, Hermanus

Please Note:

- ◆ **Tenders that are deposited in the incorrect box will not be considered.**
 - ◆ **Tender box deposit slot is 28cm x 2.5cm.**
 - ◆ **Mailed, telegraphic or faxed tenders will not be accepted.**
 - ◆ **Documents may only be completed in black ink.**
 - ◆ **The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.**
 - ◆ **All bids must be submitted in writing on the official forms supplied (not to be re-typed)**
 - ◆ **All prices shall be quoted in South African currency and be EXCLUSIVE of VAT.**
3. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 4. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 5. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
 6. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 7. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 8. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 9. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 10. The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
 11. All prices shall be quoted in South African currency and be **EXCLUSIVE of VAT**.
 12. This bid will be evaluated and adjudicated according to the following criteria:
 - Relevant specifications
 - Value for money
 - Capability to execute the contract
 - PPPFA & associated regulations

_____ *[insert any other criteria]*

13. Invoices

All invoices must be forwarded to the following address:

Overstrand Municipality
PO Box 20
Hermanus, 7200

14. Value-Added Tax (VAT)

- 14.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
- 14.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 14.3. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.
- 14.4. The VAT registration number of the Municipality is 4140106396.

15. Standard Payment Terms

- 15.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.
- 15.2. Payment Cycles for the first 12 months of business with the Overstrand Municipality to Survivalist enterprises / Micro-enterprises
 - 15.2.1. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the municipality.
 - 15.2.2. In order to qualify for a weekly payment, a supplier must be classified as a Survivalist enterprises / Micro-enterprises on the Municipality's supplier database.
 - 15.2.3. A weekly payment to Survivalist enterprises / Micro-enterprises is not a right in terms of this policy. Survivalist enterprises / Micro-enterprises may request such payments which may be made at the discretion of the Municipality.

5. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za



6. MBD 4 – DECLARATION OF INTEREST

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

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

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

- (a) a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) 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.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.9.1.	If so, furnish particulars:		
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1.	If so, furnish particulars:		
3.11.	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1.	If so, furnish particulars:		
3.12.	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1.	If so, furnish particulars:		

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			



7. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (90/10)

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.

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 R1,000,000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R1,000,000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1. Price	90
1.3.1.2. B-BBEE status level of contribution	10
Total points for Price and B-BBEE must not exceed	100

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The Municipality 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 Municipality.

2 DEFINITIONS

- 2.1 *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 *“B-BBEE”* means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 *“B-BBEE status level of contributor”* means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 *“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 *“Broad-Based Black Economic Empowerment Act”* means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.6 “*Comparative Price*” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “*Consortium or Joint Venture*” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 “*Contract*” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “*EME*” means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10 “*Firm Price*” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “*Functionality*” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “*Non-firm Prices*” means all prices other than “firm” prices;
- 2.13 “*Person*” includes a juristic person;
- 2.14 “*Rand Value*” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “*Sub-contract*” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “*Total Revenue*” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 “*Trust*” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “*Trustee*” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3 ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.



4 POINTS AWARDED FOR PRICE

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

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

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

Where:

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

5 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6 BID DECLARATION



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

6.1.2. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
6.1.2.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.2.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

7. SUB-CONTRACTING

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of Enterprise			
VAT registration number			
Company registration number			
TYPE OF ENTERPRISE (<i>Tick applicable box</i>)	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
Describe principal business activities			
Company Classification (<i>Tick applicable box</i>)	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS			



9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- (i) The information furnished is true and correct;
 - (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

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

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

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

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

5. CERTIFICATION

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

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

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

9. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION
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1. This Municipal Bidding Document (MBD) must form part of all bids² 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).³ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

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

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

² Includes price quotations, advertised competitive bids, limited bids and proposals.

³ 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.



- (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 consortium⁴ 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:
 - f) prices;
 - g) geographical area where product or service will be rendered (market allocation)
 - h) methods, factors or formulas used to calculate prices;
 - i) the intention or decision to submit or not to submit, a bid;
 - j) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - k) 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.

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⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



10. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

NAME OF THE BIDDER: _____

FURTHER DETAILS OF THE BIDDER'S; Director / Shareholder / Partners, etc:

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

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

I, _____,
 (full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a **Municipality** in respect of which payment is overdue for more than 30 days;

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____, on the _____ day of _____ 20_____.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

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

For office use (comments):



11. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
 of (registered address of Company) _____
 a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
 _____ in his capacity as (Designation) _____
 of the Contractor, is duly authorised hereto by a resolution dated _____ /20____,
 to sign on behalf of the Contractor.

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

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

SIGNATURE OF CONTRACTOR:	
DATE:	

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

<p>12. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)</p>

WRITTEN AGREEMENT

**THIS IS IN TERMS OF
SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993)**

BETWEEN:

(Employer)

AND

(Mandatar)



INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A “mandatary” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of _____

is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

SIGNED – MANAGEMENT:	
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WRITTEN AGREEMENT

This is a written agreement between

(Name of EMPLOYER)

And

(Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____,
representing the MANDATARY do hereby acknowledge that _____
(*mandatary*) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

SIGNED ON BEHALF OF THE EMPLOYER			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			



COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

<p>_____ (Employer)</p> <p>has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.</p> <p>In order to enter into this agreement, the following information is needed regarding the above-mentioned:</p>	
(i) Contractor's registration number with the office of the Compensation Commissioner:	
(ii) Proof that assessment has been paid:	A copy of a receipt must be handed in, in this regard.

Signature of CONTRACTOR:	
Date:	



**PART B – SPECIFICATIONS, PRE- QUALIFICATION
CRITERIA & FORM OF OFFER**

13. SPECIFICATIONS

TENDER SC 1212 / 2012: TRAFFIC SPEED MEASURING, FIXED CAMERAS FOR SPEED AND TRAFFIC LIGHT VIOLATIONS, NUMBER PLATE RECOGNITION SYSTEM AND BACK OFFICE FOR FINE COLLECTION

1. INTRODUCTION

The Traffic Department of the Overstrand Municipality Directorate: Protection Services is in need of a service provider to provide digital traffic speed measuring cameras, a number plate recognition system and back office for fine collection. The contract period will be from the commencement date until 30 June 2015. The prices tendered must be valid for 90 days. After awarding the tender, the Overstrand Municipality will enter into negotiations with the preferred supplier for purposes of entering into a Service Level Agreement. All enquiries can be directed to **Mr. Rudi Fraser, Chief: Traffic & Licensing at 028 313 8165.**

2. BACKGROUND

- 2.1. The Overstrand Municipality intends to appoint an experienced service provider for the provision of traffic law enforcement equipment, back-office systems and related services.
- 2.2. The contract will commence after an agreement have been signed and will terminate on 30 June 2015. The contractor will be expected to commence preparatory work as soon as the contract is awarded, so as to minimize disruption of services at the date of commencement.
- 2.3. The required services will include the supply, installation and maintenance of digital camera systems to enforce speed and Red Light violations at fixed and mobile sites. Up to six (6) fixed camera systems and twelve (12) fixed camera sites may be called for by the Municipality, while the number of mobile camera systems to be provided may reach four (4). The actual number of camera systems and sites that may be called for during the term of the contract will be at the discretion of the Municipality up to the maximum as stated in these specifications. At the end of the contract period it is required that ownership of any camera systems supplied by the contractor and in use for longer than 2years will pass to the Municipality.
- 2.4. The Municipality requires a contravention system for the administration of all camera generated offences. This will encompass the full life-cycle of a camera generated fine from the initial capturing of the offence, through all the legal processes which includes summons serving and court processes, up to the stage where the fine is ultimately finalized.
- 2.5. The contractor system must conform in full with the Municipality's standard systems architecture. The Municipality requires interfacing of the contractor system with the Municipality's cash receipting system and with the systems of its third party payment agents to allow the validation of fines and the taking of fine payments via these systems.

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- 2.6. The Municipality requires the use of two vehicles: one that is fully kitted out to support smart roadblocks, including Automatic Number Plate Recognition (ANPR) technology capable of identifying wanted vehicles; and one fully equipped vehicle to be used by an official for mobile speed monitoring. The vehicle must preferably be a panel van.
- 2.7. Over the period July 2011 to March 2012 the Municipality processed an average of 2660 camera offences per month. The maximum monthly figures reached for camera offences were 5276, 3179 and 3065 respectively. The contractor will have to prove to the satisfaction of the Municipality that its systems and infrastructure have the capability to process at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes.
- 2.8. The contractor will be expected to process all new cases taken from the commencement date of the contract. The un-finalized fines in the Municipality's legacy system will remain the responsibility of the previous contractor. The legacy system and the contractor system will work in parallel during the time it takes for the legacy system to "run dry".
- 2.9. Should the Administrative Adjudication of Road Traffic Offences (AARTO) Act be implemented in the Municipality before or during the period of the tender, the contractor will be expected to process all offences and infringements issued under the AARTO Act in accordance with the AARTO legislation and the AARTO Standard Operating Procedures (SOP's). The contractor will have to process AARTO infringements directly on the National Contravention Register (NCR) as prescribed, whilst, at the same time, concluding all non-AARTO cases on the contractor's own system. A separate section of this tender deal specifically with deliverables should the AARTO Act come into effect in the Municipality.
- 2.10. For non-AARTO related obligations the Municipality will pay the contractor an all-inclusive monthly service fee as full compensation for all equipment, systems and services delivered in terms of the contract, including any associated costs borne by the contractor. The monthly service fee will be based on a set fee for every fine payment recorded on the contractor system during the month regardless of how many charges are included in the fine.
- 2.11. For AARTO related obligations the Municipality will pay the contractor an all-inclusive fee based on the number of AARTO infringements successfully captured, or uploaded into the NCR. In addition, the contractor will be expected to conclude a service level agreement with the South African Post Office (SAPO) and to pay them for any printing and posting of AARTO related documents on behalf of the Municipality. However, the Municipality will fully reimburse the contractor for all the monthly SAPO expenses incurred on behalf of the Municipality, over and above the normal fees that are payable.

3. SERVICE LEVEL AGREEMENT

- 3.1. The Service Provider will be required to enter into a Service Level Agreement with the Overstrand Municipality which will set out the terms and conditions for the services to be rendered. These terms and conditions will be negotiated once the Service Provider has been appointed.
A draft service level agreement must be submitted with the tender.

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4. NEGOTIATIONS

- 4.1. The municipality strictly reserves the right to select another Service Provider in the event that negotiations with the appointed Service Provider prove unsuccessful and/or are unduly delayed.
- 4.2. A process of final negotiations will commence upon final selection and notification of the Service Provider. Terms and conditions of the Service Level Agreement will be determined during negotiations in an effort to compile a comprehensive contract that will govern the relationship between the municipality and the Service Provider.

5. PERFORMANCE MANAGEMENT

- 5.1. The Overstrand Municipality has a Performance Management System where Service Providers are evaluated on a monthly basis. The points allocated monthly for the performance range from 1(poor) to 5(excellent). If service delivery is less than satisfactory (3 points), the service provider will be informed and instructed to rectify the shortcoming(s) within a said period of time. If the situation is not rectified, further steps may be taken and the contract may be cancelled.
- 5.2. Service providers will be evaluated monthly on the following Key Performance Indicators (KPIs):
 - 5.2.1. Monthly reports submitted within 7 days after the end of each month
 - 5.2.2. Rollout of cameras in accordance to time schedule agreed upon.
 - 5.2.3. Back-up services and support systems available.
 - 5.2.4. Monthly inspections of equipment.

6. GENERAL OBLIGATIONS

The contractor shall:

- 6.1. Perform all its duties under the supervision of the Overstrand Municipality and in strict compliance with any instruction received from an authorized representative of the municipality.
- 6.2. Nominate a suitable person based in the Western Cape to act as “contract manager” with overall responsibility for implementation and management of all aspects of the contract and to serve as primary liaison between the municipality and the contractor.
- 6.3. Replace the “contract manager” upon receipt of a written request from the municipality in the event that the municipality is dissatisfied with the performance of the “contract manager”.
- 6.4. Acknowledge that the municipality retains ownership of the contents of the contractor system’s database, including all the images and offence details in respect of each offender and make available to the municipality on request any data or images that may be required for any purpose whatsoever and in the format as requested.

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- 6.5. Acknowledge that if, during the term of the contract, any law or legal directive comes into effect, or is repealed, or is amended which thereby materially impact on the ability of either party to fulfill their obligations in terms of the contract, then the parties agree to re-negotiate the contract in so far as it is affected by the changes, provided that if the change is of such a nature and extent that, in the sole opinion of the Municipality, the only reasonable option is to terminate all or part of the contract, the municipality may unilaterally do so after giving the contractor one month written notice to this effect.

7. TENDER PRICES, INVOICING AND PAYMENT

7.1. Set fee per paid fine.

The bidder shall:

- 7.1.1. Set a fee per paid fine covering all obligations in terms of this contract. A paid fine is considered to be a fine that has been settled by the payment of one fine amount regardless of how many charges were included in the fine.
- 7.1.2. Calculate the monthly fee payable by the Municipality to the contractor by multiplying the number of fine payments recorded on the contractor system in the preceding calendar month with the set fee per paid fine and adding value added tax.
- 7.1.3. Submit to the Chief: Traffic on or before the 7th day of each calendar month:
- 7.1.4. A report detailing the fines paid in the preceding calendar month as recorded on the contractor system.
- 7.1.5. A value added tax invoice detailing the fees payable by the Municipality to the contractor in respect of paid fines.

7.2. Set fee per AARTO infringement uploaded or captured:

The bidder shall:

- 7.2.1. Tender a set fee per AARTO infringement successfully captured or uploaded into the NCR covering all the contractor's obligations in terms of clause 5.8. (AARTO obligations) of this contract, except for the cost incurred by the contractor to pay the South African Post Office for the printing and postage of infringements and other documents on behalf of the Municipality, which will be reimbursed separately. The set fee will be payable for every AARTO infringement with a unique number that is successfully captured or uploaded. If more than one infringement appears on the same infringement document, the set fee will be payable in respect of each of those infringements that are successfully captured. An infringement will be considered successfully captured or uploaded when it is accepted by the NCR for further processing. Infringements rejected by the NCR for any reason will not be considered successfully uploaded, regardless of whether the reason for the rejection is within the control of the contractor, or not.
- 7.2.2. Acknowledge that the Municipality will reimburse the contractor in full for the actual cost incurred by the contractor to pay SAPO for any printing and posting of infringements, or other AARTO related documents, on behalf of the Municipality.

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- 7.2.3. Calculate the monthly fee payable by the Municipality to the contractor by multiplying the number infringements successfully uploaded or captured into the NCR in the preceding calendar month with the set fee as per clause 5.4.2.1. above and adding the actual cost incurred by the contractor in paying SAPO for printing and postage on behalf of the Municipality in the preceding calendar month.
- 7.2.4. Submit to the Chief: Traffic, on or before the 7th day of each calendar month, a value added tax invoice detailing the fees payable by the Municipality to the contractor together with proof acceptable to the municipality substantiating the fees claimed.

8. SPECIFICATIONS

8.1. Camera Services

- 8.1.1. The Municipality requires the contractor to supply, install, commission and maintain, as and when directed by the Chief: Traffic:
- 8.1.1.1. Up to six (6) fixed digital camera systems to record speed and/or Red Light violations.
 - 8.1.1.2. Up to twelve (12) sets of ancillary equipment for the fixed digital cameras referred to above, including the housings, poles, detection systems, power supply and secondary illumination, at such locations as may be determined from time to time by the Municipality and provided such locations have been authorized for the use of such equipment by the Director of Public Prosecutions. The deployment of cameras and rotation of cameras between locations will be solely as determined by the Municipality. At the end of the contract period the ancillary equipment will become the property of the Overstrand Municipality.
 - 8.1.1.3. Up to four (4) mobile digital camera systems to record speed violations with ancillary equipment which include tripods, flash illumination units, spare batteries, chargers and other accessories and equipment required for successful operation of the cameras.
 - 8.1.1.4. Be capable of detecting vehicles that are sought for outstanding warrants of arrest, false number plates or for other reasons by linking to appropriate databases in real time when required.
 - 8.1.1.5. Be capable of detecting vehicles that are unlicensed or un-roadworthy by linking to the eNaTIS system in real time when required.
 - 8.1.1.6. Be capable of detecting vehicles that are stolen wanted by the SAPS for any reason by linking to the SAPS marked vehicle database in real time.
 - 8.1.1.7. Be compliant with the Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP) and any requirements of the Directorate of Public Prosecutions in the Western Cape.

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- 8.1.2. As a minimum, the fixed and mobile camera systems shall be compliant with the following, where applicable:
- 8.1.2.1. SANS 1795, including Part 5 “Data capturing and recording devices for road traffic law enforcement equipment”.
 - 8.1.2.2. Guidelines issued by the Technical Committee on Standards and Procedures (the TCSP).
 - 8.1.2.3. Approval of the Director Public Prosecutions.
 - 8.1.2.4. Approval of the Chief: Traffic of the Municipality.
 - 8.1.2.5. The camera systems shall produce evidence of each offence in full compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information (including any amendments during contract period)
 - 8.1.2.6. Provide a full colour image of the offence showing a wide angled context of the offence as well as details of the offending vehicle.
 - 8.1.2.7. Evidence produced shall be tamper detectable and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free.
 - 8.1.2.8. Fixed camera systems shall provide for multiple lane speed and Red Light violation enforcement as required.
 - 8.1.2.9. Fixed camera systems shall provide illuminating flashes enabling successful night-time operation.
 - 8.1.2.10. Fixed camera systems shall be fully protected against vandalism.
 - 8.1.2.11. Fixed camera systems shall allow for quick and easy rotation between sites by one person and user friendly set-up procedures.
 - 8.1.2.12. Fixed camera systems shall incorporate a power source allowing continued camera operation for at least 4 hours during power outages.
 - 8.1.2.13. Mobile camera systems shall be fully portable by one person and allow for quick and easy transfers between sites and user friendly set-up procedures.
 - 8.1.2.14. Mobile camera systems shall have sufficient battery capacity to allow operation during an entire shift without recharging.
 - 8.1.2.15. All camera systems shall automatically record and store statistics including, the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation, and output the statistics to an integrated management information system.

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- 8.1.3. In respect of all fixed and mobile camera systems supplied by the contractor, the contractor shall:
- 8.1.3.1. Provide all electrical requirements for the installation and operation of fixed cameras and pay for electricity used by any particular camera when required by the Municipality.
 - 8.1.3.2. Ensure that all fixed camera installations are painted with a yellow paint and conform to any installation requirements as specified by the municipality.
 - 8.1.3.3. Prepare and submit any way-leave applications, sitemaps and other supporting documentation necessary and ensure that the required permits and/or licenses and/or regulatory approvals have been obtained before installation of the cameras and ancillary equipment.
 - 8.1.3.4. Conduct field surveys and produce statistics on road usage and offence patterns at specific sites as and when directed by the Municipality in order to assist them to determine the need for fixed or mobile camera deployment at any site.
 - 8.1.3.5. Inspect the cameras and ancillary equipment at least once per month with the prior approval of the Municipality in order to ensure that the cameras and ancillary equipment are in good working order and of neat and well maintained appearance at all times.
 - 8.1.3.6. Comply with any requirements from the Municipality in respect of fixed camera installations and supply any additional equipment as may be specified by the Municipality from time to time in order to facilitate inspection and operation of the fixed cameras.
 - 8.1.3.7. Maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras.
 - 8.1.3.8. Repair any damage to or defect in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera shall be made operational on the relevant site within 24 hours of notification from the Municipality. Replacement cameras must comply with all requirements in terms of this contract.
 - 8.1.3.9. Calibrate the cameras at 6 (six) monthly intervals, or as required by the Director of Public Prosecutions and as published in The Prosecution Guidelines, or at such other intervals as may be required by the Municipality from time to time and ensure that the calibration certificates are provided to the Municipality.
 - 8.1.3.10. Provide camera enforcement/speed warning signs and erect them and maintain them on roadways in strict accordance with the specifications, directions, conditions and timeframes set by the Municipality.
 - 8.1.3.11. Provide on-site field support to the Municipality's employees using the mobile cameras wherever they may be deployed, by rendering any technical assistance that may be required and by downloading images and data in the field as necessary, during the hours that the mobile cameras are used.

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- 8.1.3.12. Provide training workshops in the use of the cameras and ancillary equipment to the employees of the Municipality as and when required. The contractor shall bear all costs associated with the provision of any such training workshop and issue certificates to the employees in respect of training received.
- 8.1.3.13. Take out insurance covering damage or loss for any reason of the contractor's cameras and ancillary equipment and maintain such insurance for the duration of this agreement.
- 8.1.3.14. Establish a processing centre at the Overstrand Municipality's Traffic department or another site in the Hermanus area that will be agreed upon during the negotiating stage.
- 8.1.3.15. Upload all camera images and data and capture any additional particulars as may be required to successfully prosecute the offence.
- 8.1.3.16. Provide facilities and systems for officers of the Municipality to adjudicate every image with its associated data and either accept it as prosecutable, or reject it as non-prosecutable.
- 8.1.3.17. Ensure that the contractor system "force" each image to be adjudicated by an officer and be capable of identifying the officer responsible for the adjudication.
- 8.1.3.18. Ensure that the contractor system shall not allow any image to be tampered with, deleted, cancelled or rejected by any person other than the adjudicating officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted or rejected by each adjudication officer with appropriate reasons for rejections.
- 8.1.3.19. Provide the Municipality with the images and data in a suitable electronic medium to be kept as prime evidence for the prosecution of cases in court as required by applicable legislation.
- 8.1.3.20. Make available the images and data to the Municipality, or any other party as directed by the Municipality, for inclusion in their internet viewing and payment facility or for any other reason whatsoever.
- 8.1.3.21. Produce expert evidence in court (either documentary or verbal) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds.
- 8.1.3.22. Upload statistics gathered by the cameras after every session and make the statistics available to the Municipality in an acceptable format as and when required, including the number of vehicles checked, the speed of each vehicle checked, the number and type of infringements, the highest and average speeds recorded, the times and duration of operation and the 85th percentile.
- 8.1.3.23. At the end of the contract period, transfer to the Municipality (at no cost to the municipality) the ownership of any fixed or mobile digital camera and its ancillary equipment that have been in use for longer than 30 (thirty) months (2,5 years).

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8.2. Contractor System and Systems Architecture

The contractor shall:

- 8.2.1. Provide and operate a contractor system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977).
- 8.2.2. Provide sufficient hardware in the Service Centre in order to meet its obligations in terms of this agreement and to operate the contractor system at optimal efficiency.
- 8.2.3. At its own cost, establish and maintain data communication links to the Municipality's Wide Area Network in order to allow up to 3 of the Municipality's remote workstations to operate on the contractor system.
- 8.2.4. Ensure that the hardware supplied by the contractor will have sufficient capacity to allow for all the Municipality's remote users connected to the contractor system to work simultaneously and at optimal efficiency.
- 8.2.5. Provide sufficient software licenses to the Municipality in respect of the contractor software for the operation of the Municipality's own work stations linked to the contractor system.
- 8.2.6. Provide an on-going program of training for the Client's users of the contractor system to ensure that all users are adequately trained to perform their respective functions on the system.
- 8.2.7. Provide the Municipality with user manuals for the contractor system.
- 8.2.8. Provide proof to the satisfaction of the Municipality that the contractor system has the capacity of processing at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes.
- 8.2.9. Provide proof to the satisfaction of the Municipality that the contractor system is utilized without any major problems in at least one other site in South Africa that is comparable to the Municipality in terms of offence volumes processed and complexity of operations.
- 8.2.10. Provide sufficient technical support and expertise in the Overstrand Municipal area to ensure that the contractor system continues to perform optimally, that any technical hardware, software or networking problems are resolved immediately and that enhancements to the contractor system that may be required by the Municipality are implemented without delay.
- 8.2.11. Ensure that the contractor system conforms in full with the Municipality's standard systems architecture. The Municipality's architecture document can be referenced for more detail. In particular the document titled "Application Architecture" which prescribes standards for systems to easily integrate with other systems and allow for database portability.
- 8.2.12. Ensure that the contractor system is web based or is developed for a Microsoft front end.

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- 8.2.13. Ensure that the contractor system is compatible with the Municipality's standard Windows XP system.
- 8.2.14. Acknowledge that if any of the contractor's staff are required to work on Municipal premises, such staff will be treated as Municipality contracting staff who are subject to the Municipality's existing IS & T policies and procedures. The contractor must be equipped with workstations that comply with the Municipality's desktop standard and their desktops will be placed and treated as Municipality-managed workstations.
- 8.2.15. Acknowledge that all the data and images on the contractor system belong to the Municipality and shall not be used by the contractor for any purposes other than those provided for in this tender, or specifically sanctioned by the Municipality.
- 8.2.16. Ensure that all the data and images in the contractor system is hosted on Municipal premises and that no off site copies of the Municipal data is kept without prior permission from the Municipality.
- 8.2.17. Make the data and images in the contractor system available to the Municipality in any manner requested by the Municipality for whatever reason. This could be for the purposes of inclusion on the Municipality's own website, or to make it available to external parties.
- 8.2.18. Ensure that the contractor system does not require any administrator and/or special user access rights to operate on the desktop.
- 8.2.19. Ensure that the contractor system does not require the client firewall to be disabled.
- 8.2.20. Ensure that the contractor system interfaces with the Municipality's cash receipting system using web service interface.
- 8.2.21. Bidders must provide the information requested in the following schedule:
- 8.2.21.1. Technical Architecture and Platforms
 - 8.2.21.2. Briefly describe your architecture (where applicable) in terms of the points below:
 - 8.2.21.2.1. Desktop only
 - 8.2.21.2.2. Desktop/File Server
 - 8.2.21.2.3. 2 tier Client/Server
 - 8.2.21.2.4. 3 tier Client/Server
 - 8.2.21.2.5. A combination of the above if applicable
 - 8.2.21.3. Describe the client type
 - 8.2.21.3.1. Thick (e.g. 64bit executable / other)
 - 8.2.21.3.2. System diagram (show servers, workstations and network topology)
 - 8.2.21.3.3. Application Architecture diagram (show application modules and databases)
- The above two diagrams may be combined if appropriate.**

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8.2.21.3.4. Thin (e.g. WTS / Citrix / other)

8.2.21.3.5. Web

8.2.21.3.6. Any combination of the above, please elaborate in more detail.

8.2.21.4. If thick client, is it able to be packaged in Microsoft Installer format (MSI) and deployed by Microsoft System Centre Configuration Manager (SCCM) to a locked-down, managed desktop?

8.2.21.5. If thick client, is any framework required (e.g. .NET 4.0)?

8.2.22. Deployment / Technical Support

8.2.22.1. Briefly outline the level of involvement required from the Overstrand Municipality's IT department, differentiating between the implementation and operational phases.

8.2.22.2. Briefly describe the expected roles and responsibilities required from the above.

8.2.23. Licensing and Support agreements

8.2.23.1. Describe the software licensing model

8.2.23.2. Describe the envisaged hardware and software maintenance and support arrangements.

8.2.24. Backups & Disaster Recovery

8.2.24.1. Provide detailed backup plans for the proposed system.

8.2.24.2. Provide detailed disaster recovery plans for the proposed system.

8.3. Back Office for Fine Collection

8.3.1. Establishing a Service Centre:

The contractor shall:

8.3.1.1. Establish a service centre at the Overstrand Municipality Traffic offices in Mussel Street Hermanus.

8.3.1.2. Bear all associated costs of the service centre and its operation including, but not limited to, furnishing and equipment, staffing, telephones, communication facilities, networking, postage, materials and consumables. The office space available is estimated at 16m².

8.3.1.3. Ensure that the service centre is operated by the contractor employees during the Municipality's normal office hours, or any other hours as may be agreed between the parties. The back office staff is expected to be on duty at the time periods of 07:45 – 13:00 and 13:45 to 16:30 during the week.

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

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- 8.3.1.5. Allow the Municipality to inspect the activities of the service centre at any reasonable time to ensure that the contractor is at all times complying with all terms and conditions of this agreement.

8.3.2. Staffing, sub-contractors and agents:

The contractor shall:

- 8.3.2.1. Appoint such number of contractor employees as required by the contractor in order to fulfill its obligations in terms of the provisions of this agreement.
- 8.3.2.2. Provide adequate management expertise and supervision in the service centre to effectively manage all its functions.
- 8.3.2.3. Ensure that all contractor employees are suitably qualified and/or trained to perform duties of the contractor in terms of this agreement.
- 8.3.2.4. Take sole responsibility for any sub-contractors and agents the contractor may appoint to assist in delivering the contractor services and acknowledge that the contractor remains solely responsible for ensuring that the contractor services are rendered in accordance with the terms and conditions of this agreement.

8.3.3. Functions to be performed by the Service Centre:

The contractor shall:

- 8.3.3.1. Automatically update the contractor system by importing offence records from camera related offences.
- 8.3.3.2. Provide suitable document scanning equipment at designated Traffic offices to enable scanning of documents and electronic transmission of the scanned images to the Service Centre for data capturing from the images through the use of a document management system.
- 8.3.3.3. Capture the camera offences data related to the following within 5 working days of receipt at the Service Centre:
- 8.3.3.3.1. Section 341 notices issued
 - 8.3.3.3.2. Section 54 notices issued
 - 8.3.3.3.3. Representations received from offenders
 - 8.3.3.3.4. Representation results
 - 8.3.3.3.5. Court results
 - 8.3.3.3.6. Authorization of Warrant of Arrest
 - 8.3.3.3.7. Name and address changes
 - 8.3.3.3.8. Change of offender detail
 - 8.3.3.3.9. Return of Service of summonses
 - 8.3.3.3.10. Execution of Warrant of Arrest

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- 8.3.3.4. Establish an interface with the e-NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the contractor system accordingly.
- 8.3.3.5. Establish an interface with the e-NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the e-NaTIS system.
- 8.3.3.6. Generate, print and process the following documents and, where applicable, provide postage and ensure the mailing thereof as necessary:
- 8.3.3.6.1. Section 341 notices (camera mailers) within 30 days of offence date.
 - 8.3.3.6.2. Notification of No Admission of Guilt Offences within 30 days of offence date.
 - 8.3.3.6.3. Notification of Red Light Violation offences within 30 days of offence date.
 - 8.3.3.6.4. Notice Before Summons (2nd notice)
 - 8.3.3.6.5. Warrant of Arrest notices
 - 8.3.3.6.6. Representation acknowledgement letters
 - 8.3.3.6.7. Representation result letters
 - 8.3.3.6.8. General letters
 - 8.3.3.6.9. Any other documentation required for the successful operation of the Service Centre
- 8.3.3.7. Ensure that the layout, design and content of any documentation produced by the contractor system and sent out to the general public or the Courts are approved in writing by the Municipality before being printed.
- 8.3.3.8. Include a full color image and relevant offence details on Section 341 notices printed in respect of camera related offences.
- 8.3.3.9. Generate, print and process the following Court related documentation per court:
- 8.3.3.9.1. Section 54 Summonses
 - 8.3.3.9.2. Court Rolls
 - 8.3.3.9.3. Section 341 Control Register
 - 8.3.3.9.4. Section 54 Control Register
 - 8.3.3.9.5. Warrant of Arrest Register
 - 8.3.3.9.6. any other Court related documentation that may be required by the Courts or the Municipality
- 8.3.3.10. Provide the Municipality with a facility to draw management information and statistics from the contractor system and/or provide the management information and statistics on request. The statistics should include the following:

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- 8.3.3.10.1. Detailed analysis of sections 56 and 341 and camera offences showing the number of offences issued per month, values, actual payments, success rates, withdrawn, untraceable, and number of outstanding offences.
- 8.3.3.10.2. Comparison of monthly offence volumes.
- 8.3.3.10.3. Numbers and value of payments received by the Municipality and income generated.
- 8.3.3.10.4. The number and value of fines reduced versus the number and value of fines originally issued.
- 8.3.3.10.5. Status of all offences at the various processing stages.
- 8.3.3.10.6. Month by month statistical analysis of offences committed per municipal administration area.
- 8.3.3.10.7. Representation results showing “proceed”, “withdrawn”, “reduced” separately.
- 8.3.3.10.8. Outstanding representation results.
- 8.3.3.10.9. Officer statistics and productivity.
- 8.3.3.10.10. Detailed analysis of officer errors on handwritten notices.
- 8.3.3.10.11. Offenders or vehicles with the most outstanding fines or warrants of arrest (“Top 10 reports”).
- 8.3.3.10.12. Number of first appearances per court per month.
- 8.3.3.10.13. Number of cases struck off the roll per court per month.
- 8.3.3.10.14. Number of withdrawals per court per month.
- 8.3.3.10.15. Number of warrants of arrest authorized per court per month.
- 8.3.3.10.16. Total revenue accrued per court per month.
- 8.3.3.10.17. Number of “double contempt” per court per month.
- 8.3.3.10.18. Number of remanded cases per court per month.
- 8.3.3.10.19. Any other statistics or reporting that may be required by the Municipality.
- 8.3.3.11. Ensure that general housekeeping procedures are established and performed in respect of the contractor system including, but not limited to the following:
 - 8.3.3.11.1. Creating a daily backup of all data and images captured on the contractor system to be made available to the Municipality on request.
 - 8.3.3.11.2. Creating a weekly full system backup and ensure that it is stored at a secure off-site location as agreed by the Municipality and to be made available to the Municipality on request.
 - 8.3.3.11.3. Performing system administrator duties such as registering users on the system and assigning user rights.

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- 8.3.3.11.4. Performing regular, scheduled history runs to remove redundant data from the system.
- 8.3.3.11.5. General housekeeping and maintenance of the system.
- 8.3.3.12. Ensure that the contractor system is fully auditable and able to produce reports and on screen logs of all activities on the system for each offence, including the time and date of the event, user, activity details, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user.
- 8.3.3.13. Ensure that the contractor system is capable of controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users.
- 8.3.3.14. Under no circumstances accept money on behalf of the Municipality except for electronic payments as agreed to by the Municipality.
- 8.3.3.15. Under no circumstances deal directly with the public, the courts or the Directorate of Public Prosecutions, except where authorized by the Municipality to do so.
- 8.3.4. **Summons serving:**
- The contractor shall:**
- 8.3.4.1. Ensure that at least 1000 summonses per month are successfully served inside and outside the boundaries of the Municipality in strict compliance with all applicable legislation, judicial guidelines, authorizations and directives from the Municipality.
- 8.3.4.2. Ensure that summonses are served within 8 months of the date of offence, provided that this period may be extended to a maximum of 18 months where a summons has to be re-issued due to receipt of a notification of change of offender, or such other period as agreed by the Municipality.
- 8.3.4.3. Appoint an adequate number of serving agents inside and outside the boundaries of the Municipality to serve the summonses generated by the contractor system.
- 8.3.4.4. Ensure that serving agents appointed to serve summonses within the boundaries of the Municipality are duly authorized and approved by the Municipality to do so.
- 8.3.4.5. Ensure that serving agents appointed to serve summonses on behalf of the Municipality in areas outside the boundaries of the Municipality are duly authorized by the applicable local authorities to do so.
- 8.3.4.6. Pay the fees of the serving agents for summonses served.
- 8.3.4.7. Ensure that the contractor system is capable of registering all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance and the status of every summons at any time.
- 8.3.4.8. Take effective steps to ensure that the serving agents do not collect any money and that they perform their functions in terms of their authorizations and the law.

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- 8.3.4.9. Administer all summonses and the allocation thereof to serving agents, provided that the Municipality will be responsible for stamping all summonses produced by the contractor system.
- 8.3.4.10. Allow the checking and stamping of summonses by the Municipality's employees as and when necessary, and provide a suitable work area within the Service Centre for this purpose.
- 8.3.4.11. Facilitate and support the serving of summonses by the serving agents at roadblocks as and when determined by the Municipality.
- 8.3.4.12. Provide a facility for immediate, on-site production of summonses at roadblocks for the purposes of serving on offenders that have been apprehended at the roadblocks.
- 8.3.5. Offender tracing and call centre:**
- The contractor shall:
- 8.3.5.1. Establish and operate an outbound call centre within the Service Centre which shall be utilized to perform the following functions:
- 8.3.5.1.1. Trace offenders with inaccurate address details.
 - 8.3.5.1.2. Update contractor system with change of offender details.
 - 8.3.5.1.3. Remind offenders of upcoming court dates.
 - 8.3.5.1.4. Notify offenders of warrants of arrest authorized.
 - 8.3.5.1.5. Any other activity that may be necessary to assist or trace offenders.
- 8.3.5.2. Take effective steps to ensure that call centre employees conduct the various types of telephone calls to offenders in accordance with scripts approved by the Municipality.
- 8.3.5.3. Ensure that the Municipality approves the content of any SMS's, letters, notices or other communication sent or delivered to offenders.
- 8.3.5.4. Trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up to date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like.
- 8.3.5.5. Create and maintain an offender database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender database whenever more recent or more accurate particulars of an offender is obtained.
- 8.3.5.6. Utilize the confirmed particulars in the offender database in the first instance for the production of notices and summonses.
- 8.3.5.7. Ensure that the contractor system has the facility to produce reports detailing conflicts between the information captured and the information received from the e-NaTIS system.

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- 8.3.5.8. Ensure that the contractor system has the facility to record the registration numbers of vehicles using false number plates and to prevent notices from being sent to the legitimate owners of such vehicles.
- 8.3.5.9. Provide reports to the Municipality giving details of vehicles using false number plates.

8.4. Payment Facilities

The contractor shall:

- 8.4.1. Ensure that the contractor system is adapted to interface directly with the Municipality's cash receipting system to allow payment of fines after electronic validation of the fine on the contractor system and electronic updating of the contractor system with fine payments so taken.
- 8.4.2. Ensure that the contractor system is adapted to interface directly with the systems of any of the Municipality's third party payment agents to allow the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras, electronic payment of fines after validation of the fine payments on the contractor system, electronic updating of the contractor system with fine payments so taken.
- 8.4.3. Ensure that the contractor system allows the online real-time cancellation of fine payments taken via the Municipality's cash receipting system or any of the Municipality's third party payment agents.
- 8.4.4. Provide the Municipality with a daily electronic report giving details of all payments updated in the contractor system. The report should separately list the payments received via each of the Municipality's third party payment agents as well as the Municipality's cash receipting system.
- 8.4.5. Ensure that the adaptation of the contractor system as envisaged above is commenced immediately upon awarding of the contract and is carried out in close cooperation with the Municipality and within the timeframes agreed to by the Municipality for implementation upon commencement of the contract.
- 8.4.6. Provide a website that allows the public to enquire on outstanding fines, viewing of all fine details, viewing of related images captured by the cameras. Data and images must be available on the website as soon as the first notification is sent to the offender.

8.5. Warrant of Arrest Administration and Roadblock Support

8.5.1. Central Warrant of Arrest Office:

The contractor shall:

- 8.5.1.1. Establish and maintain a Central Warrant of Arrest Office at the offices of the Overstrand municipal Traffic Department in Mussel Street Hermanus where all warrants (not distributed for execution) are managed, administered and stored until finalized.
- 8.5.1.2. Allocate warrants of arrest to officers of the Municipality for execution.

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- 8.5.1.3. Ensure proper record keeping and control over movement of warrants of arrest in and out of the Central Warrant of Arrest Office, including warrants received, on hand, allocated to officers, returned, or distributed for any other reason.
- 8.5.1.4. Ensure that warrants of arrest are properly cancelled upon expiry of their period of validity and marked as cancelled on the contractor system.
- 8.5.1.5. Ensure that the Central Warrant of Arrest Office is manned with sufficient staff during the hours of operation of the Municipality's officers dealing with warrants of arrest.
- 8.5.1.6. Ensure that the Central Warrant of Arrest Office is manned with sufficient staff during roadblock operations in order to draw and prepare original warrants of arrest for officers engaged in roadblock operations and to transmit copies of documents as required.
- 8.5.1.7. Ensure that all warrants of arrest and summons returns of service are scanned as soon as they become available and that the database of scanned documents is maintained and synchronized with the corresponding data on the contractor system at all times.

8.5.2. Roadblock Support Vehicle:

- 8.5.2.1. The contractor shall make available one roadblock support vehicle for use by the Municipality as and when requested. The roadblock support vehicle shall:
- 8.5.2.1.1. Be equipped with Automatic Number Plate Recognition (ANPR) systems capable of automatically detecting vehicles with outstanding offences, warrants of arrest, false number plates, or any other information for which the vehicles may be sought and alerting system operators with an audible tone and message alert.
- 8.5.2.1.2. Be equipped with facilities for online enquiries on the contractor system and the viewing of camera images at the roadside.
- 8.5.2.1.3. Be equipped with facilities for the immediate production and printing of scanned copies of warrants of arrest and summons returns of service at the roadside.
- 8.5.2.1.4. Be equipped with facilities for the immediate production and printing of summonses at the roadside to allow serving on previously untraceable persons.
- 8.5.2.1.5. Be equipped with systems for the transmission of electronic copies of documents and printing at the roadside as necessary.
- 8.5.2.1.6. Be equipped with secure facilities accepted by the Municipality for the taking of fine payments by the Municipality at the roadside.
- 8.5.2.1.7. Be equipped with the tools necessary for conducting of efficient roadblocks, including portable computers, printers, scanners, fax facilities, electronic information displays, generators, signs, cones, temporary speed calming equipment, reflective barrier tape and the like.

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8.5.2.1.8. Remain the property of the contractor who will be responsible for all fuel maintenance, servicing, repair, insurance, insurance claims and other matters related to the ownership of the vehicles and associated equipment.

8.5.2.1.9. Be driven to and from roadblock sites by contractor staff and be manned by sufficient contractor staff on site to operate the ANPR systems and other systems on board, alert officers to wanted vehicles, make enquiries on the contractor system, print and fax copies of documents, and generally support the Municipality's enforcement staff during the full duration of any roadblock.

8.5.3. Speed entrapment support vehicle

8.5.3.1. The contractor shall make available one Speed entrapment support vehicle to be used by an official of the municipality's Traffic Department. The vehicle must preferably be a panel van, white in colour and an engine capacity of 1600cc or more.

8.6. Obligations in Respect of Infringements Issued in Terms of the AARTO Act

8.6.1. In the event that the AARTO Act is implemented in the Municipality before, or during the term of this tender, the contractor shall also have the following obligations:

8.6.2. In respect of infringements and offences issued in terms of the AARTO Act and Regulations, the Contractor shall:

8.6.2.1. Cooperate with the Municipality to implement AARTO and comply with any reasonable instruction received from officials of the Municipality in this regard.

8.6.2.2. Establish with the assistance of the Municipality a secure network connection and interfaces to the eNaTIS that will allow the contractor to perform AARTO-related transactions on the National Contraventions Register(NCR).

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

8.6.2.4. Ensure that all its staff who are utilized for AARTO are adequately trained to perform their functions and that those staff that are using the eNaTIS system are, with the assistance of the Municipality, duly registered as eNaTIS users with the correct authorizations and system profiles.

8.6.2.5. Upload all camera infringements and offences from the contractor's Local Contravention Management System (LCMS) to the NCR. Data capturing of camera cases, verification and adjudication by a peace officer will take place on the LCMS. The adjudicated camera infringement data, associated images and thumbnails of the vehicle number plates will be uploaded to the NCR and the infringement numbers returned by the NCR will be recorded against the relevant violations on the LCMS. The contractor will comply with the uploading procedures as prescribed in the relevant AARTO Standard Operating Procedures (SOP's).

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- 8.6.3. Perform the following functions in accordance with the relevant SOP's and under the direction of the Municipality:
- 8.6.3.1. Managing eNaTIS/NCR user administration of contractor user's.
 - 8.6.3.2. Managing infringement notice books bulk orders on the NCR.
 - 8.6.3.3. Capturing handwritten infringements (AARTO 01 and AARTO 32).
 - 8.6.3.4. Capturing notices of summons to be issued for offences (AARTO 33).
 - 8.6.3.5. Capturing unattended vehicle notices (AARTO 31).
 - 8.6.3.6. Updating infringements on the NCR.
 - 8.6.3.7. Uploading camera infringements on the NCR.
 - 8.6.3.8. Uploading and scanning of all AARTO documents.
 - 8.6.3.9. Querying infringements.
 - 8.6.3.10. Reprinting infringement documents.
 - 8.6.3.11. Receiving, recording and processing of AARTO elective options applications. Excluding over-the-counter transactions which will be done by the Municipality.
 - 8.6.3.12. Recording offences and their outcomes on the NCR.
- 8.6.4. Establish the interfaces necessary to allow AARTO payments to be taken via the Municipality's cash receipting system and the Municipality's third party payment agents and for such payments to be validated and recorded on the NCR in real time.
- 8.6.5. Record unacceptable cheques/RD cheques on the NCR.
- 8.6.6. Manage court cases in accordance with the AARTO SOP's and in consultation with the Municipality:
- 8.6.6.1. Where persons elect to be tried in court.
 - 8.6.6.2. Where cases originate from offences.
 - 8.6.6.3. Record offences on the NCR
 - 8.6.6.4. Allocate courts and court dates.
 - 8.6.6.5. Generate and prepare summonses.
 - 8.6.6.6. Serve summonses through summons servers authorized by the Municipality.
 - 8.6.6.7. Generate and prepare court rolls.
 - 8.6.6.8. Update outcomes of court proceedings on NCR.
 - 8.6.6.9. Record arrests.
- 8.6.7. Print AARTO reports, management information and statistics for the Municipality.
- 8.6.8. Record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP's.

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- 8.6.9. Procure from the Government Printer, or other suppliers where applicable, all AARTO stationery required by the Municipality, including Infringements Notice books, application forms and pre-printed paper.
- 8.6.10. Keep a sufficient stock of AARTO stationery to fulfill the requirements of the Municipality at all times and make such stationary available to the Municipality as and when requested at no cost to the Municipality.
- 8.6.11. Enter into a Service Level Agreement (SLA) with the South African Post Office (SAPO) for the printing and mailing of all AARTO 03 Infringement Notices on behalf of the Municipality, as well as any other bulk mailing that is required in terms of AARTO.
- 8.6.12. Facilitate the creation of the Municipality's print files on the NCR for downloading to SAPO via the prescribed online interfaces to enable SAPO to print and post infringements and other documents via registered mail, or as prescribed by AARTO SOP's.
- 8.6.13. Make payment to SAPO for any printing and posting of infringements, or other documents, on behalf of the Municipality.
- 8.6.14. Not accept cash payments, deal directly with the public or perform over-the-counter AARTO transactions.
- 8.6.15. in consultation with the Municipality, introduce whatever measures and arrangements may be deemed necessary to ensure the most effective functioning of AARTO in the Municipality.
- 8.6.16. Adapt its AARTO operations to comply with any changes in the AARTO Act and Regulations, or new and amended SOP's that may be introduced.

8.7. Transitional Issues

The contractor shall:

- 8.7.1. Take responsibility for all new fines issued from date of commencement of the contract. Legacy fines issued before the commencement date will remain the responsibility of the previous contractor.
- 8.7.2. Take responsibility for fines generated by the provincial traffic services within the area of jurisdiction of the Municipality.
- 8.7.3. Commence preparatory work as soon as the contract is awarded, so as to minimise disruption of services at the date of commencement of the contract. This includes the securing of suitable premises, setting up of the service centre, setting up of hardware and software systems, configuring the systems, appointment and training of staff, delivery and setting up of camera systems, preparing for data migration and any other preparatory work that can practically be performed before the commencement date.
- 8.7.4. Commit to the Municipality that, in the event that a different service provider is appointed by the Municipality at the end of the contract period, the contractor will remain responsible for all fines still in the contractor system at the expiry date of the contract. The contractor will continue to process those fines in terms of the provisions of this tender until the Municipality decides, in its sole discretion, to terminate the contractor system as it has been "run dry" and it is no longer practical to pursue the remaining fines in the system.

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- 8.7.5. Submit, in this tender, a firm proposal and commitment to the Municipality on transitional arrangements. The proposal should cover in particular the following:
- 8.7.5.1. Continued use of the contractor system by the new service provider.
 - 8.7.5.2. Costs involved for continued use of the contractor system.
 - 8.7.5.3. Training and on-going support for the new service provider in the use of the contractor system.
 - 8.7.5.4. Licensing of the contractor system software to the new service provider.
 - 8.7.5.5. Arrangements for the possible transfer or leasing of hardware associated with the contractor system to the new service provider.
 - 8.7.5.6. Arrangements for the possible transfer, selling or leasing of any other infrastructure, equipment, assets, stock, documentation and consumables to the new service provider, including camera systems.
 - 8.7.5.7. Any other arrangements that could facilitate the smooth transition of operations to a new service provider with minimal disruption to the Municipality.

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14. DECLARATION: INSTALLATION AND PROVISION OF EQUIPMENT

I, _____ (name and surname), authorized representative of _____ (name of entity), hereby declare that the following conditions have been noted and will be met: 3 (three) mobile speed measuring cameras will be installed within 3 weeks of signing the contract.

- a) Fixed camera housings will be installed at 6 (six) sites in the Overstrand within 2 months of signing the contract.
- b) Fixed camera housings will be installed at 6 sites in the Overstrand within 4 months of signing the contract.
- c) 3 (three) fixed cameras to interchange in camera housings will be provided within 2 months of signing the contract.
- d) 3 (three) fixed cameras to interchange in camera housings will be provided within 4 months of signing the contract.

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



15. PRE-QUALIFICATION CRITERIA

The bidder's tender will be evaluated on the following criteria and they must score 36 or higher out of 45 to be evaluated further:

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

	CATEGORY / CRITERIA	POINTS CLAIMED	POINTS AWARDED (For Official use only)
1	SPECIFICATIONS OF MOBILE SPEED MEASURING CAMERAS		
1.1	The system is able to switch or toggle from light motor vehicle speed limits to heavy motor vehicle limits, at a touch of a button.		
1.1.1	Yes = 2 points		
1.1.2	No = 0 points		
1.2	The laser guns have an acquisition time of 1/3 seconds		
1.2.1	Yes = 2 points		
1.2.2	No = 0 points		
1.3	Camera systems are water and dust proof.		
1.3.1	Yes = 2 points		
1.3.2	No = 0 points		
1.4	Laser guns have weather mode included and be able to work in light rain conditions.		
1.4.1	Yes = 2 points		
1.4.2	No = 0 points		
1.5	Individual cameras operate from a standard video 7.2v battery.		
1.5.1	Yes = 2 points		
1.5.2	No = 0 points		
1.6	Equipment in its carry case is lightweight for the benefit of female traffic officers (provide mass in kg).		
1.6.1	Yes = 2 points		
1.6.2	No = 0 points		
1.7	Cameras have sighting scopes with red dot aiming point.		
1.7.1	Yes = 2 points		
1.7.2	No = 0 points		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	CATEGORY / CRITERIA	POINTS CLAIMED	POINTS AWARDED (For Official use only)
2	BACK OFFICE FOR FINE COLLECTION		
2.1	Software compatible with current Traffic contravention system (TCS).		
2.1.1	Yes = 2 points		
2.1.2	No = 0 points		
2.2	Able to print all fines in Hermanus.		
2.2.1	Yes = 2 points		
2.2.2	No = 0 points		
2.3	Facility to view detail of offences at decentralized offices (Gansbaai and Kleinmond) within Overstrand.		
2.3.1	Yes = 2 points		
2.3.2	No = 0 points		
2.4	Provide detail of innovative processes to ensure payment of fines. Substantiating documentation to be marked "ANNEXURE A"		
2.4.1	Unique = 3 points		
2.4.2	Workable = 1 points		
2.4.3	Not acceptable = 0 points		
3	NUMBER PLATE RECOGNITION SYSTEM		
3.1	Be able to print warrant of arrests on operational site		
3.1.1	Yes = 2 points		
3.1.2	No = 0 points		
4	TRACK RECORD AND PREVIOUS EXPERIENCE OF BIDDER		
4.1	Indicate bidders overall percentage success rate with collection of speed fines. Substantiating documentation to be marked "ANNEXURE B"		
4.1.1	Above 69% = 5 points		
4.1.2	Between 51% and 69% = 3 points		
4.1.3	Below 51% = 0 points		
4.2	Provide number of court cases defended over the last 12 months and indicate number of cases lost. Substantiating documentation to be marked "ANNEXURE C".		
4.2.1	Above 69% = 5 points		
4.2.2	Between 51% and 69% = 3 points		
4.2.3	Below 51% = 0 points		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	CATEGORY / CRITERIA	POINTS CLAIMED	POINTS AWARDED (For Official use only)
4.3	Similar experience in Traffic Camera Violations		
4.3.1	6 – 10 YEARS = 5 POINTS		
4.3.2	3 – 6 YEARS = 3 POINTS		
5	Sub-contracting of certain services		
5.1	No services will be sub-contracted = 5 points		
5.2	Certain services will be sub-contracted = 3 points		
5.3	All services will be sub-contracted = 0 points		
Total Points Scored			

FOR OFFICE USE ONLY:	
<i>Evaluation done by:</i>	
<i>Name of official:</i>	
<i>Signature of official:</i>	
<i>Date of evaluation:</i>	
<i>Evaluation verified by:</i>	

16. FORM OF OFFER AND ACCEPTANCE

1. OFFER

- a. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

TRAFFIC SPEED MEASURING, FIXED CAMERAS FOR SPEED AND ROBOT VIOLATIONS, NUMBER PLATE RECOGNITION SYSTEM AND BACK OFFICE FOR FINE COLLECTION.

- b. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- c. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES EXCLUSIVE OF VAT IS:		
	ITEM	PRICE PER ITEM EXCLUDING VAT
1.	PAID FINE	R
	AMOUNT IN WORDS:	
2.	CAPTURE/UPLOAD OF AARTO INFRINGEMENT	R
	AMOUNT IN WORDS:	

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

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

2. ACCEPTANCE

- a. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- b. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- c. The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
- d. Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).
- e. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Overstrand Municipality, Magnolia Avenue, Hermanus	
Name of witness:		Date:
Signature of witness:		

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

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi in the Republic at:

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

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



PART C – DATABASE REGISTRATION

A	If you are a bidder, DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, COMPLETE THIS SECTION		
SCM DATABASE REGISTRATION NUMBER		SC	
NAME OF FIRM			
SIGNATURE		CAPACITY	
NAME (PRINT)			

B	If you are a bidder, NOT DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:
1	Database Registration Form
2	Vraelys Vir Voorkeurverkrygingsbeleid / Questionnaire For Preferential Procurement Policy / Iphepha Lemibuzo Yenqubo Ekhethekileyo Yokufumana
3	Declaration By Supplier
4	National Small Business Act No. 102 Of 1996 Classification
5	Documents Required
6	Nature Of Operations, Products Or Services
7	Credit Order Instruction


FOR OFFICE USE ONLY: <i>Confirm attachment of the completed documents</i>			
<i>I confirm that I have removed the Supplier Database Registration Forms from the tender document and forwarded it to the Supplier Database Official</i>			
<i>Pages removed from page number:</i>		<i>To page number:</i>	<i>Date</i>
<i>Print Name</i>		<i>Signature</i>	

DATABASE REGISTRATION FORM

VAT/BTW REG. NO: 4140106396

www.overstrand.gov.za

OM-C1

HERMANUS Magnoliastraat 1 Magnolia Street ☎ 20 7200 Tel. 028 313 8152 Faks/Fax. 028 313 8182		HANGKLIP-KLEINMOND 5de Laan 39 5th Avenue Privaatsak X3 Private Bag 7195 Tel. 028 271 8100 Faks/Fax. 028 271 4100		 STANFORD Queen Victoriastraat 15 Queen Victoria Street ☎ 84 7210 Tel. 028 341 0640 Faks/Fax. 028 341 0445		GANSBAAI Hooftstraat Main Road ☎ 26 7220 Tel. 028 384 0111 Faks/Fax. 028 384 0241					
KREDITEURE: Registrasie op databasis ingevolge:		Wet op die Raamwerk vir Voorkeurverkrygingsbeleid, 2000 (Wet No. 5 van 2000) (Goewermentskennisgewing No.97 van 03 Februarie 2000 – Staatskoerant Nr. 20854); Voorkeurverkrygingsregulasies (No. R.502 van 8 Junie 2011) uitgevaardig ingevolge bogemelde Wet (Staatskoerant Nr. 34350); Wet Op Plaaslike Regering: Munisipale Finansiële Bestuur No. 56 Van 2003; Munisipale Voorsieningskanaalbestuuregulasies (Nr. 868 van 30 Mei 2005 – Staatskoerant Nr. 27636)									
CREDITORS: Registration on data base in terms of:		Preferential Procurement Policy Framework Act No. 5 Of 2000 (Government Notice No.97 van 03 February 2000 – Government Gazette No. 20854); Preferential Procurement Regulations (No. R.502 of 8 June 2011) promulgated in terms of abovementioned Act (Government Gazette No. 34350); Local Government: Municipal Finance Management Act No. 56 of 2003; Municipal Supply Chain Management Regulations (No. 868 of 30 May 2005 – Government Gazette No. 27636)									
ABANTU ENINAMATYALA KUBO: Ubhaliso kwindawo ekugcinwa kuyo iindawo ezaziwa ngento ngokuphathelele..		Ubume benkqubo ekhethekileyo yokufumana Umthetho ongumbolo 5 ka-2000 (Isaziso sikaRhulumente esingunombolo 97 we-3 kaFebruwari 2000-lphepha-ndaba lombuso likaRhulumente unombolo 20854); Imithetho yenkqubo ekhethekileyo yokufumana (Nombolo R502 ka-Juni 2011) umthetho owaziswe ngokubhekiselele ngumthetho ongasetilla (lphepha-ndaba lombuso likaRhulumente elingunombolo 34350; Umasipala wengingqi: Umthetho wokulawula ezemali kamasipala ongumbolo 56 ka -2003; Ummiselo weNqubo yoLawulo lweTyathanga loKubonelela KaMasipala (Inombolo 868 ye 30 Meyi 2005- Isaziso sika Rhulumente -Nombolo 27636)									
Handelsnaam van onderneming Trade name of enterprise Igama lokushishina											
Posadres / Postal address Idilesi yeposi											
Plaasnaam/Besigheid straat adres / Name of Farm/Business street address / Igama lefama/idilesi yesitrato soshishino											
Aard van bedrywigheid wat beoefen word / Nature of activities conducted / Uhlobo lwemisebenzi eyenziwayo necandelo											
Tipe onderneming (Merk met X) / Type of enterprise (Mark with X) / Uhlobo loshishino (Phawula ngo-X)		1	Eenmansaak / Sole Proprietor/ Ushishino lomntu omnye	2	Vennootskap/ Partnership/ Uthelelwano	3	Openbare Sektor / Public Sector / Icandelo lomntu wonke	4	Maatskappy/Beslote Korporasie / Company /Close Corporation / Inkampani/mbumba evalekileyo	5	Ander: Klub, Trust, ens. / Other: Club, Trust, etc. / Ezinye: umbutho, itirasti, njl-njl.
Total number of years the Enterprise has been in business											
CIDB nommer / CIDB number / inombolo ye-CIDB (Construction Industry Development Board)											
BTW nommer / VAT number/ inombolo ye-VAT											
Inkomstebelastingverwysingsnommer van persoon/onderneming in 1. / Income Tax reference number of person/enterprise in 1. / Inombolo yesimalathiso serhafu yengeniso yomntu/yoshishino olubalulwa ku-1.											
Indien u nie vir enige van bogenoemde geregistreer is nie, meld redes: / If you are not registered for any of the above, furnish reasons: / Xa ungazibhaleli nayiphi na into engaphezulu, nika izizathu:											
Besonderhede van verantwoordelike persoon of eienaar / Particulars of responsible person or owner / liinkcukacha zomntu othatha uxanduva okanye zomnini											
Van / Surname / Ifani											
Voornaam / First name / Amagama											
Hoedanigheid / Designation / Ubume emsebenzini											
Besonderhede van skakelbeampte / Particulars of liaison officer / liinkcukacha zomntu womanyano (Umntu onika iimbuyiselo)											
Voorletters en van / Initials and surname / Oonobumba bokuqala bamagama nefani											
Hoedanigheid/Designation/Ubume omsebenzi											
Selfoon / Cell phone / Iselfoni											
Telefoon nr./Telephone no. /inombolo yefoni											
Faksnr. / Fax no. / Inombolo yeFeksi											
e-pos adres / e-mail address / I-imeyile											
Meld taalvoorkeur / Indicate language preference		Afrikaans				English					
Ek verklaar dat die inligting wat hierin verstrek is, waar en juis is. / I declare that the information herein furnished, is true and correct. / Ndixela ukuba ulwazi olunikiweyo apha luyinyaniso kwaye lulongle.											
Handtekening van persoon verantwoordelik vir hierdie verklaring / Signature of person responsible for this declaration / Usayino lomntu othathela uxanduva le ngxelo.											
Naam / Name / Igama		Hoedanigheid / Designation / Ubume emsebenzini				Datum / Date / Umhla					
PLEASE ATTACH A LIST OF SERVICES / COMMODITIES THAT YOU CAN SUPPLY											

PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

6.2 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6.3 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

6.4 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

6.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

6.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

6.7 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

6.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

6.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

7 BID DECLARATION

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

7.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
7.1.1.1 B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
7.1.1.2 Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

3	Persentasie aandeelhouing van persone geklassifiseer as jeug . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as youth . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba lulutsha (18 – 35 Yeminyaka)	%
4	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ?	In/Ngaphakathi
	Is your business established within the area of jurisdiction of the Municipality? / Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	Uit/Out/Ngaphandle

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina

DECLARATION BY SUPPLIER

1.	This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state*.			
2.(a)	Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.			
2.(b)	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have:			
	(i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;			
	(ii) been convicted for fraud or corruption during the past five years;			
	(iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;			
	(iv) being a person whose tax matters are not cleared by the South African Revenue Services; or			
	(v) 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).			
3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	NO	
3.3.1	If so, furnish particulars.			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
3.4.1	If so, furnish particulars.			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	NO	
3.5.1	If so, furnish particulars.			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	NO	
3.6.1	If so, furnish particulars.			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.7.1	If so, furnish particulars.			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.8.1	If so, furnish particulars.			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO	
3.9.1	If so, furnish particulars.			

3.10	Is the supplier 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)?	YES		NO	
3.10.1	If so, furnish particulars.				
3.11	Was the supplier 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	
3.11.1	If so, furnish particulars.				
3.12	Does the supplier 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	
3.12.1	If so, furnish particulars.				
3.13	Was any contract between the supplier 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	
3.13.1	If so, furnish particulars.				

CERTIFICATION

I, THE UNDERSIGNED, _____, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Position	Date

- * 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.

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p style="text-align: center;">Apply official stamp of authority on this page:</p>
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National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1	2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification	Size of class	Total full-time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)	Indicate the category of your business
Please indicate your Sector "X"	Less than:	Less than:	Less than:	Less than:	"X"
All Tiers of Government 00001 - 09999	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture 11001 - 14999	Medium	100	R 5 m	R 5 m	
	Small	50	R 3 m	R 3 m	
	Very small	10	R 0.50 m	R 0.50 m	
	Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying 21001 - 29999	Medium	200	R 39 m	R 23 m	
	Small	50	R 10 m	R 6 m	
	Very small	20	R 4 m	R 2 m	
	Micro	5	R 0.20 m	R 0.10 m	
Manufacturing 30001 - 39999	Medium	200	R 51 m	R 19 m	
	Small	50	R 13 m	R 5 m	
	Very small	20	R 5 m	R 2 m	
	Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water 41001 - 42999	Medium	200	R 51 m	R 19 m	
	Small	50	R 13 m	R 5 m	
	Very small	20	R 5.10 m	R 1.90 m	
	Micro	5	R 0.20 m	R 0.10 m	
Construction 50001 - 50999	Medium	200	R 26 m	R 5 m	
	Small	50	R 6 m	R 1 m	
	Very small	20	R 3 m	R 0.50 m	
	Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999	Medium	200	R 64 m	R 10 m	
	Small	50	R 32 m	R 5 m	
	Very small	20	R 6 m	R 0.60 m	
	Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services 62101 - 63500	Medium	200	R 39 m	R 6 m	
	Small	50	R 19 m	R 3 m	
	Very small	20	R 4 m	R 0.60 m	
	Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade 64101 - 64299	Medium	200	R13 m	R 3 m	
	Small	50	R 6 m	R 1 m	
	Very small	20	R 1.50 m	R 0.90 m	
	Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications 71001 - 75999	Medium	200	R26 m	R 6 m	
	Small	50	R13 m	R 3 m	
	Very small	20	R 3 m	R 0.60 m	
	Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services 81001 - 88999	Medium	200	R 26 m	R 5 m	
	Small	50	R 13 m	R 3 m	
	Very small	20	R 3 m	R 0.50 m	
	Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services 91001 - 99999	Medium	200	R 13 m	R 6 m	
	Small	50	R 6 m	R 3 m	
	Very small	20	R 1 m	R 0.60 m	
	Micro	5	R 0.20 m	R 0.10 m	

NATURE OF OPERATIONS, PRODUCTS OR SERVICES

Please list the products/services provided by your enterprise under the appropriate headings. Indicate the PRIMARY and/or SECONDARY function applicable to your business by ticking the appropriate box and (i.e. nature of operations, products or services):

PRIMARY FUNCTION:	<input type="checkbox"/>	SECONDARY FUNCTION:	<input type="checkbox"/>
PRODUCTS	<input type="checkbox"/>	PRODUCTS	<input type="checkbox"/>
SERVICES	<input type="checkbox"/>	SERVICES	<input type="checkbox"/>
LABOUR	<input type="checkbox"/>	LABOUR	<input type="checkbox"/>
EQUIPMENT	<input type="checkbox"/>	EQUIPMENT	<input type="checkbox"/>

KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI

Dit is die Overstrand Munisipaliteit se beleid om alle krediteure deur middel van direkte bankoortrasfers te vereffen. Verskaf meegaande inligting en verkry asb. U bankiers se bevestiging.	It is the policy of the Overstrand Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.	Yinkqubo kaMasipala wesithili saseOverstrand ukuhlawula abo kufuneka bebahlawule ngokufaka imali ebhankini. Nceda ke ngoko uzalise olu xwebhu lungezantsi ngeenkukacha zakho ucele ibhanki yakho ukuba yenze isiqinisekiso sezi nkukacha.
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BESONDERHEDE VAN FIRMA/INSTANSIE / DETAILS OF FIRM/INSTITUTION / IINKCUKACHA ZEFEMU/IZIKO:												
Naam / Name / Igama												
Adres / Address / Idilesi												

BESONDERHEDE VAN MY/ONS BANKREKENING IS AS VOLG / DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS / IINKCUKACHA ZEBHANKI YAM ZIMI NGOLU HLOBO:												
NAAM VAN BANK / NAME OF BANK / IGAMA LEBHANKI												
NAAM VAN TAK / NAME OF BRANCH / IGAMA LESEBE LEBHANKI												
REKENING NR / ACCOUNT NO / INOMBOLO YE_AKHAWUNTI												
TAKKODE / BRANCH CODE / IKHOWUDI YESEBE												
TIPE REKENING / TYPE OF ACCOUNT / UHLOBO LWE_AKHAWUNTI												

1 =	Tjekrekening Cheque Account I-akhawunti yetshekhi	2 =	Transmissierekening Transmission Account I-akhawunti vokuqithisela (Nie in gebruik) (Not in use) Avisetvenziswai	3 =	Spaarrekening Savings Account I-akhawunti vemali eaciniwevo Subskripsieaandeelrekening Subscription Share Account I-akhawunti vomrhumo wezabelo
4 =	Verbandrekening Bond Account I-akhawunti yebhondi	5 =		6 =	

<p>Ek/ons versoek en magtig hiermee die Overstrand Munisipaliteit om enige bedrae wat my/ons mag toeval, in my/ons bankrekening te krediteer.</p> <p>Ek/ons verstaan dat 'n betalingsadvies deur die Overstrand Munisipaliteit in die normale wyse verskaf sal word wat die datum sal aantoon wanneer die fondse beskikbaar sal wees, asook besonderhede van die betaling.</p> <p>Ek/ons ondemeem verder om die Overstrand Munisipaliteit vroegetydig in kennis te stel van enige verandering in my/ons bankbesonderhede en erken dat hierdie magtiging slegs deur my/ons met dertig dae kennis gekanselleer kan word deur middel van voorafbetaalde geregistreerde pos.</p>	<p>I/we hereby request and authorise the Overstrand Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.</p> <p>I/we understand that a payment advice will be supplied by the Overstrand Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.</p> <p>I/we further undertake to inform the Overstrand Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days notice by prepaid registered post.</p>	<p>Mna/Thina sicela/sigunyazisa uMasipala Wesithili saseOverstrand ukuba ahlawule yonke imali ezimfanelo zam/zethu kwia-akhawunti yebhanki yam/yethu.</p> <p>Ndi/Siyaqonda ukuba isiqinisekiso semali ehlawulwe ngumasipala siza kufumaneka kwaye eso siqinisekiso siza kubonisa umhla ekuhlulwe ngawo kunye nezinye iinkcukacha zentlawulo.</p> <p>Ndi/Siya kumazisa umasipala xa iinkcukacha zebhanki yam zitshintshile kwaye ndiza kubanika isaziso seentsuku ezingama-30 ndisithumele ngeleta erejistarishiweyo.</p>
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GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / USAYINO OLUGUNYAZISIWEYO	
VOORLETTERS EN VAN / INITIALS AND SUR-NAME / OONOBUMBA BOKUQALA BEGAMA KUNYE NEFANI	
TELEFOONNOMMER / TELEPHONE NUMBER / INOMBOLO YEFOWUNI	DATUM / DATE / UMHLA

VIR BANKGEBRUIK ALLEENLIK / FOR BANK USE ONLY / KUSETYENZISWA YIBHANKI KUPHELA	
<p>Ek/ons sertifiseer hiermee dat die besonderhede van ons klient se bankrekening soos aangedui op die krediet bevel instruksie korrek is:</p> <p>I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:</p> <p>-Ndi/Siqinisekisa ukuba iinkcukacha zabaxhasi bethu ezibhalwe kwimiyalelo yokudiphozitha imali ilungile</p> <p>_____</p> <p>GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / -Usayino olugunyazisiweyo</p>	<p>AMPTELIKE DATUMSTEMPEL / OFFICIAL DATE STAMP / - ISITAMPU SOMHLA ESISESIKWENI:</p>

DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC'S & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	SARS
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Security Officer' s Board	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable – For security industry	Security Service Regulatory Authority
Proof of Disability	If owner is disabled	If Shareholder is disable	If Shareholder is disabled	If Is Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

FOR OFFICE USE ONLY:			
BUSINESS NAME			
DATE RECEIVED		DATE CAPTURED	
ACCEPTED			
DATABASE REGISTRATION NUMBER			