

67 Church Street, Mt Ayliff, 4735  
Tel: +27 (0)39 254 6000  
Fax: +27 (0) 39 255 0167  
Web : www.umzimvubu.gov.za



**UMZIMVUBU**  
— LOCAL MUNICIPALITY —

813 Main Street , Mount Frere  
P/ Bag 9020, M t Frere , 5090  
Tel: +27 (0)39 255 8500 /166  
Fax: +27 (0) 39 255 0167

**BID NO: UMZ/2023-24/C&CS/RFQ/002**  
**SUPPLY, DELIVERY, AND INSTALLATION OF BACK-OFFICE SYSTEM.**

**NAME OF BIDDER:** .....

**TENDER AMOUNT** .....

**CSD NUMBER:** .....

Prepared by:  
Umzimvubu Local Municipality

Sophia  
Location(NewOffices)  
Kwa-Bhaca  
5090  
Tel: (039) 255 8500

**BID CLOSING DATE**

**27 July 2023**

UPHULISO KUMNTU WONKE

Vision 2030



## UMZIMVUBU LOCAL MUNICIPALITY

### **SUPPLY, DELIVERY, AND INSTALLATION OF BACK-OFFICE SYSTEM: UMZ/2023-24/C&CS/RFQ/002**

Duly completed bids and supporting documents must be deposited in the bid box situated at the Supply Chain Management Office 813 Main Street, Kwa-Bhaca 5090 not later than **12:h00 on the 27 July 2023.**

### **Enquiries**

Technical enquiries: Mr.B.J. Ntlamba at [Ntlamba.Bongile@umzimbubu.gov.za](mailto:Ntlamba.Bongile@umzimbubu.gov.za) and Telephone No: 039 255 8500. Supply Chain Management enquiries: Mr. Themba Mbukushe email:

[Mbukushe.Themba@umzimbubu.gov.za](mailto:Mbukushe.Themba@umzimbubu.gov.za)

Bids will remain valid for a period of 90 days after the closing date. Bids received after the closing date and time will not be considered. Umzimbubu Local Municipality does not bind itself to accept the lowest or any other bid in whole or in part.

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## LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT

1.	Advertisement		
3.	Invitation to Bids	<b>MBD 1</b>	
5	Pricing Schedule – Firm Prices (Purchases)	<b>MBD 3.1</b>	
7.	Declaration of Interest	<b>MBD 4</b>	
8.	Preferential Points Claim	<b>MBD 6.1</b>	
9.	Declaration of past supply chain Management practice	<b>MBD 8</b>	
11.	Certificate Of Independent Bid Determination	<b>MBD 9</b>	
12.	Company registration certificate		
13.	Tax Clearance certificate or pin		
14.	BBBEE Certificate		
15.	Rates and Taxes		
16.	Very important notice of disqualifications		
17.	<i>Specification</i>		

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Fax: +27 (0) 39 255 0167

**ADVERTISING DATE: 21 July 2023**

**UMZ/2023-24/C&CS/Rfq/002**

**SUPPLY AND DELIVERY AND INSTALLATION OF BACK-OFFICE SYSTEM.**

Bidders are hereby invited to submit proposals/Quotations for supply, delivery, and installation of back-office system as per specification.

**MANDATORY DOCUMENTS TO BE SUBMITTED FAILURE TO DO SO WILL LEAD TO BE NON RESPONSIVE.**

Umzimvubu Local Municipality Supply Chain Management will apply. A confirmation from SARS with a verification pin, copy of company Registration/Founding Statement/CIPC Documents. JV Agreement for Joint venture. 80/20 evaluation criteria where 20 points will be allocated to specific goals: 10 points to 100% black 10 ownership and 10 points to 100% youth ownership. Prices quoted must be firm and must be inclusive of VAT for vat vendors. Certified ID Copies of Managing Directors/ Owners. CSD Registration, Invitation to bid, very important notice on disqualification and MBD forms 1, 4, 8 and 9 are compulsory submission and Billing Clearance certificate or Statement of Municipal Accounts or proof of residence with signed declaration or lease agreement. Certified copies of Certificates must not be later than 90 days of closing date, bidders must use or submit quotation documents prepared and issued by the municipality. **No faxed, e-mailed and late tenders will be accepted.** Umzimvubu Local Municipality reserves the right not to appoint and value for money will be the key determinant. All quotation must be deposited in the quotation box situated at **Umzimvubu Local Municipality Offices at SCM office New Municipal Offices (Sophia Location), Mt Frere (-30.902555, 28.992615)** not later than **12h00 noon on 27 July 2023**. All tenders must be clearly marked "Name of the project or Reference number". All service providers must be registered on CSD and submit proof. The municipality will not make award any award to a person or persons working for the state.

**Enquiries:** All technical enquiries may be directed to Mr.BJ. Ntlamba & Mr T Mbukushe (SCM Manager) 039 255 8500  
[Mbukushe.Themba@umzumvubu.gov.za](mailto:Mbukushe.Themba@umzumvubu.gov.za)

Other enquiries regarding this Bid may be directed to the office of the Municipal Manager:

**Attention: Mr G.P.T Nota**

**813 Main Street or P/Bag X9020**

**MT FRERE**

**5090**

**GPT NOTA (MUNICIPAL MANAGER)**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMZIMVUBU LOCAL MUNICIPALITY)</b>					
BID NUMBER:	UMZ/2023-24/ C&CS/RFQ/002 CLOSING DATE: <span style="color: red;">27 July 2023</span> CLOSING TIME: 12:00				
DESCRIPTION	<b>SUPPLY AND DELIVERY AND INSTALLATION OF BACK-OFFICE SYSTEM.</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>UMZIMVUBU LOCAL MUNICIPALITY</b>					
<b>(Tender Box at the SCM Office)</b>					
<b>Sophia Location(New Offices)</b>					
<b>Kwa-Bhaca</b>					
<b>5090</b>					
<b>Eastern Cape</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes                      No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?  Yes                      No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Supply Chain		CONTACT PERSON	Mr. B.J. Ntlamba	
CONTACT PERSON	Mbukushe Themba		TELEPHONE NUMBER	039 255 8500	
TELEPHONE NUMBER	039 255 8500		FACSIMILE NUMBER	-	
FACSIMILE NUMBER	-		E-MAIL ADDRESS	<a href="mailto:Ntlamba.Bongile@umzimvubu.gov.za">Ntlamba.Bongile@umzimvubu.gov.za</a>	
E-MAIL ADDRESS	<a href="mailto:mbukushe.themba@umzimvubu.g">mbukushe.themba@umzimvubu.g</a>				

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>															
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>															
<b>2. TAX COMPLIANCE REQUIREMENTS</b>															
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>															
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 10%; text-align: center;">YES</td> <td style="width: 20%; text-align: center;">NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES	NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO													
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO													
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	NO													
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	NO													
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES	NO													

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS .....

SIGNED: DATE: .....

## Form of Offer and Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

### Bid

Description.....

### Contract

number.....

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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 Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

### The offered total of the prices inclusive of Value Added Tax is:

Amount in Words.....

.....

.....

R..... (in figures)

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:** (of person authorised to sign the tender): .....

**Name:** (of signatory in capitals): .....

**Capacity:** (of Signatory): .....

**Name of Tenderer:** (organisation): .....

Address: .....

.....

Cell number: ..... email address: .....

### Witness:

**Signature:** .....

**Name:** (in capitals): .....

**Date:** .....

**[Failure of a Tenderer to sign this form will invalidate the tender]**

## Acceptance

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.

The terms of the contract are contained in:

Agreements and contract data (which includes this agreement)  
Pricing on a company letter head  
Scope of work  
Questionnaire

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after 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 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.

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). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....G.P.T Nota.....

Capacity ...Municipal Manager.....

**For the Employer**  
UMZIMVUBU LOCAL MUNICIPALITY  
813 MAIN STREET  
MOUNT FRERE

Name and .....  
Signature

of witness .....

Date .....



## SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1.      **Subject:**.....  
**Details:**.....  
.....
2.      **Subject:**.....  
**Details:**.....  
.....
3.      **Subject:**.....  
.....  
**Details:**.....  
.....
4.      **Subject:**.....  
**Details:**.....  
.....
5.      **Subject:**.....  
**Details:**.....  
.....
6.      **Subject:**.....  
**Details:**.....  
.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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.

**FOR THE TENDERER:**

**Signature:**.....

**Name:**.....

**Capacity:**.....

**Tenderer:** *(Name and address of organisation)*

.....

.....

**Witness:**

**Signature:** .....

**Name:**.....

**Date:**.....

**FOR THE MUNICIPALITY**

**Signature:**.....

.....

**Name:**.....

**Capacity:**.....

**Employer:**                      *(Name                      and                      address                      of                      organisation)*

.....

.....

**Witness:**.....

**Signature:**.....

**Name:**.....

**Date:**.....

## DECLARATION OF INTEREST

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

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or (f) An employee of Parliament or a provincial legislature.

\* Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons  
In the service of the state and who may be involved with

The evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....  
.....

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

**YES / NO**

3.11.1 If yes, furnish particulars

.....  
.....

3.12 Are any of the company's directors, trustees, managers,  
Principle shareholders or stakeholders in service of the state?

**YES / NO**

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company's directors?  
Trustees, managers, principle shareholders or stakeholders  
In service of the state?

**YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers,  
Principle shareholders, or stakeholders of this company  
Have any interest in any other related companies or  
Business whether or not they are bidding for this contract.

**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....

**Signature**

.....

**Date**

.....

**Capacity**

.....

**Name of Bidder**

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BB BEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1 GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor Together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated Or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.2

### 2 DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised

competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“Proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3 POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, Preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

61 B-BBEE Status Level of Contributor: . = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

☐ YES ☐ NO

7.1.1 If yes, indicate:

i) What percentage of the contract will be Subcontracted.....%

ii) The name of the sub-contractor .....

iii) The B-BBEE status level of the sub-contractor .....

iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

☐ YES ☐ NO

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

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

Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM** of

8.1 Name  
c o m p a n y / f i r m \_\_\_\_\_ registration

8.2 VAT  
number: \_\_\_\_\_ registration

8.3 Company  
number:

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....  
.....

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:**

**Registered Account Number:** .....

**S t a n d N u m b e r** \_\_\_\_\_

8.8 Total number of years the company/firm has been in business \_

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



- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor 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 favorable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) Forward the matter for criminal prosecution.

## WITNESSES

1.

2. SIGNATURE(S) OF BIDDERS(S).....

.....

DATE:

ADDRESS

.....

.....

.....

.....

.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

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

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

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

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- ( a ) p r i c e s ;
  - ( b ) geographical area where product or service will be rendered (market allocation)
  - ( c ) methods, factors or formulas used to calculate prices;
  - ( d ) the intention or decision to submit or not to submit, a bid;
  - ( e ) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - ( f ) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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**VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

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

Failure to submit the above will lead to immediate disqualification.



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Document Description: Specifications for The Supply, Delivery, Installation, Training and Management of The Traffic Fines MSCOA Compliant Cost Recovery Traffic Notices Management System for a period of Six (6) months

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## **SPECIFICATIONS**

### **1. BACKGROUND**

The Umzimvubu Local Municipality wishes to appoint an experienced Service Provider for the provision of a Traffic fine mscoa compliant cost recovery management system, the collection and payment methods of traffic fines and related services for a period of six (6) months.

The required services will include the supply, delivery, installation, training and maintenance of the complete Traffic Management System.

Upon commencement of the contract, the Municipality will expect immediate delivery and installation within one (1) month after the contract has been awarded.

The Municipality requires the traffic contravention system and full back-office services for the processing of all cameras captured offences (for future reference), handwritten traffic fines and certain by laws documentation. This will encompass the full life-cycle of a traffic fine from the initial capturing of the offence, through all the legal processes, up to the stage where the fine is ultimately finalised. The system should be flexible for the administration of bylaws enforcement administering.

<b>ITEMS</b>	<b>DESCRIPTION</b>	<b>COMPLY Y/N</b>
1	The provision of a Back Office Administrative System must be provided as a comprehensive web-based solution for the Municipality.	
2	The Contravention Management System (CMS) must provide an interface facility which has to accommodate the uploading of camera images and offence details from any camera technology. (future reference)	
3	Traffic, By-laws offences and AARTO related infringements must be managed via Municipal approved interfaces on eNaTis.	
4	The system must be a maximum of 10 users' system.	
5	All data communications between servers and workstations must always be available and accessible (24/7) from within the Municipal network infrastructure in order to facilitate process i.e. Cashier, enquiries, case results, MIS (Management Information Systems). The system must also be accessible from anywhere outside the Municipal environment i.e. 3G cellular data networks, or Wi-Fi where applicable, etc.	

6	The system must be web-based and operate on Internet Explorer 10.1.3 or above. Users must be able to interface to the system via a web site, which must be hosted in the Municipal server environment.	
7	The system must always be accessible from any computer within the Municipal network, via Internet Explorer 10.1.3 and above.	
8	The system must allow a full capture screen for section 56, section 341 and bylaws forms and eNaTIS queries.	
10	The system must allow for scanning of a document and capturing the documents on a side by side screen.	
11	The system must provide court rolls, with automatically generated Case Numbers in sequence, with Municipal request prefix and suffix surrounding the case number.	
12	The system court roll must automatically generate a case results register, and a user must be able to capture case results as per the order of the court roll.	
13	System must be able to interface to eNatis and/or alternative databases to obtain offender full name, surname, and ID Number and address details.	
14	The System must provide for the capturing of handwritten contravention notices including audit trails.	
15	The System must provide for capturing of camera images, the processing and printing thereof, uploading of all camera offence details, (future purpose)	
16	The System must be able to generate and print summonses in terms of Section 54 of the Criminal Procedure Act 51 of 1977 on a daily basis.	
17	The system must provide the allocation of summonses/warrants to peace officer and provide information of progress and summons server management.	
18	The system must provide for the capturing, verification and adjudication of camera offences prior to the processing thereof. (future purpose).	
19	The system must allow for the payments' clerk to capture a section 56, from a walk in offender, if the section 56 is not already in the system.	
20	The system must be able to generate representation letters.	
21	The system must allow the payments clerk to show the offender the camera image of the offence in the system in full screen. (future purpose)	
22	The system must be able to print a detailed report for the offender, which must show the offence details, representation details, court details and warrant details	
23	The system must be able to print Warrant Of Arrest (WOA) and Summons documents on	
24	The system must be able to print the offender's receipts on a laser printer	
25	The system must allow for By-Laws payments	
26	The system must be able to provide the following type of reports	
	• Daily, Weekly, Monthly, Quarterly Cashiers Report	
	• Daily, Weekly, Monthly, Quarterly Payments Report	
	• Daily, Weekly, Monthly, Quarterly Successful Images Processed Report	
	• Daily, Weekly, Monthly, Quarterly Unsuccessful Image Processed Report	
	• Daily, Weekly, Monthly, Quarterly Captures Report	
	• Daily, Weekly, Monthly, Quarterly Cancelled, reduced tickets Report	
	• Daily, Weekly, Monthly, Quarterly Cancelled Payments Report	
	• Daily, Weekly, Monthly, Quarterly Officers Issued Tickets Report	
	• Daily, Weekly, Monthly, Quarterly Financial Summary Report	

	<ul style="list-style-type: none"> <li>• Daily, Weekly, Monthly, Quarterly impounded vehicles Report</li> </ul>	
	<ul style="list-style-type: none"> <li>• Daily, Weekly, Monthly, Quarterly Representation</li> </ul>	
	<ul style="list-style-type: none"> <li>• Daily, Weekly, Monthly, Quarterly WOA Register</li> </ul>	
	<ul style="list-style-type: none"> <li>• Daily, Weekly, Monthly, Quarterly Spot Fine Register</li> </ul>	
	<ul style="list-style-type: none"> <li>• Daily, Weekly, Monthly, Quarterly AG Register</li> </ul>	
28	The system must provide book registration	
29	The system must be able to register all Section 56, Section 341 and Administrative notice books	
30	The System must be able to allocate Section 56 and Section 341 books to an officer	
31	The system must show what books an officer has on a report	
32	The system must show book that are outstanding before an officer is allocated a new book	
33	The system must show tickets that are outstanding before an officer is allocated a new book and must refuse to issue a new book if there are outstanding book and tickets	
34	The system must be able to capture accident reports (future purpose)	
35	The system must provide accident reports reporting (future purpose)	
36	The system must be able to capture discounted notices	
37	The system must be able to email details of the offence as shown in the system to the offender	
38	The system must automatically update ANPR roving patrol vehicle with data before, during and end of operations	
39	Capturing, verification and adjudication of cameras offence details before processing it	
40	Printing of notices for camera offences in terms Section 341 of the Criminal Procedure Act 51 of 1977 (future purpose)	
41	Generating and printing of summonses and in terms of Section 54 of the Criminal Procedure Act 51 of 1977 as well as allocation of summonses and server management	
42	Online cashier facilities and interface for verified payments with electronic payment service providers as per MFMA and auditor guidelines provided by the Municipality	
43	Recording and finalization of representation (not including decision making)	
44	Administration of court related documentation e.g. <ul style="list-style-type: none"> <li>– Criminal case register</li> <li>– Admission of guilt and spot fine register</li> <li>– Warrant of arrest and related registers</li> </ul>	
45	The Municipality must be able to generate customised management reports and graphs on an as and when required basis for perusal.	
46	All reports must be available for electronic enquiry to the Municipality	
47	Service level agreement for user support helpdesk, training, support system maintenance and new releases	
48	Tracking and tracing of offenders and call centre support functionality and where it is situated	
49	Provide software for enquiry and viewing purposes	
50	Cost must be inclusive of VAT	

51	<p>It is required that a fully functional back-office is set-up and managed. The back-office must also include inter alia the following:</p> <ul style="list-style-type: none"> <li>• Helpdesk facilities</li> <li>• Administrative processes</li> <li>• Capturing traffic offences</li> <li>• Preparing documentation for court use</li> <li>• Training staff and officials</li> <li>• Traffic contravention system</li> <li>• Statistical reporting</li> <li>• Capturing of locations, charge codes, charge sheets, officer details, etc.</li> </ul> <p>Section 341 camera mailers.  Notice before summonses.  All the sizes console paper that are needed.  Section 54 summonses.  Representation letters.  Warrant of arrest letters.  Warrants of arrest.  Receipts  Forms required in terms of the Administration Adjudication of the Road Traffic Offences Act, Act 46 of 1998 (AARTO) when the said act come into force in the Province of the Eastern Cape.</p> <p>On-sight printing of all documentation, i.e.:</p> <p>Section 341 notices (camera mailers). (future purpose)  Notice before summonses.  Control documents (section 54 notices).  All court registers (section 54 and 56 notices).  All warrants of arrest registers (section 54 and 56 notices).  Section 54 notices.</p> <ul style="list-style-type: none"> <li>▪ Representation letters.</li> <li>▪ Warrants of arrest letters.</li> <li>▪ Record of habitual offenders as well as taxi offences.</li> </ul>	
52	<p>To make sure that the traffic fine system provides for the functionality to seamlessly integrate with the municipal core financial system, as per mSCOA requirements. The traffic fine system provider should, at its own cost, liaise with the municipal core financial system provider, to enable this integration.</p>	

## 2. Additional condition

- (i) The bidder must have the ability to provide the service without sub-contracting any of the services.
- (ii) The successful bidder must be able to supply expert evidence for court representation for the camera. (future purpose)
- (iii) The bidder will provide training to Umzimvubu Municipality staff in order to carry out administration functions.

- (iv) The Service Provider will have to prove to the satisfaction of the Municipality that its systems and infrastructure have the capacity to process at least the Municipality's current offence volumes within levels of response times, processing speeds, reliability and accuracy that is acceptable to the Municipality, with sufficient spare capacity in reserve to cope with increased volumes. The system must be Windows-based.
- (v) The Service Provider will be expected to process all new cases taken from the commencement date of the contract. Municipality will require the appointed service provider to migrate any remaining cases from the previous service provider system onto the new traffic contravention system, where possible. This must be done in such a manner that there is minimal disruption in the processing life-cycles of existing fines or loss of cases.
- (vi) All information in the database remains the property of the Municipality.
- (vii) The bidder will have the responsibility to do regular back-ups and to protect the database.

### 3. AARTO ACT

		Yes	No
In the event that the AARTO Act is implemented in Umzimvubu Local Municipality before, or during the term of this tender, the service provider shall have the following obligations:			
3.1	Co-operate with the Municipality to implement AARTO and comply with any reasonable instruction received from officials of the Municipality in this regard.		
3.2	Establish, with the assistance of the Municipality, a secure network connection and interfaces to the eNatis that will allow the Municipality to perform AARTO-related transactions on the National Contraventions Register (NCR).		
3.3	Provide sufficient assistance to the Municipality to establish sufficient technical infrastructure, which will include workstations for the Municipality's eNatis users, network connections to the eNatis, as well as printing and scanning devices in order to perform its AARTO obligations.		
3.4	Ensure that all the concerned Municipality staff who are to utilize the system for AARTO are adequately trained in order to perform their functions.		
3.5	Prepare the system to be able to upload all camera infringements to the Local Contravention Management System (LCMS) and 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 Service Provider to make sure that the municipality will comply with the uploading procedures as prescribed in the relevant AARTO Standard Operating Procedures (SOP's).		

3.6	Manage eNatis/NCR user administration of the Municipality user's.			
3.7	Manage infringement notice books bulk orders on the NCR.			
3.8	The system to be ready to capture handwritten infringements (AARTO 01 and AARTO 32).			
3.9	The system to be ready to capture notices of summons to be issued for offences (AARTO 33).			
3.10	The system to be ready to capture unattended vehicle notices (AARTO 31).			
3.11	The system to be able to update infringements on the NCR.			
3.12	System to be compliant with the uploading of camera infringements on the NCR.			
3.13	Query infringements.			
3.14	Reprint infringement documents.			
3.15	Receive, record and process of AARTO elective options applications.			
3.16	Record offences and their outcomes on the NCR.			
3.17	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.			
3.18	Record unacceptable cheques/RD cheques on the NCR			
3.19	Manage court cases in accordance with the AARTO SOP's and in consultation with the Municipality:			
	3.19.1	Where persons elect to be tried in court		
	3.19.2	Where cases originate from offences		
	3.19.3	Record offences on the NCR		
	3.19.4	Allocate courts and court dates		
	3.19.5	Generate and prepare summonses		
	3.19.6	Generate and prepare court rolls		
	3.19.7	Update outcomes of court proceedings on NCR		
	3.19.8	Record arrests		

3.20	Print AARTO reports, management information and statistics for the Municipality.			
3.21	Record keeping of AARTO related documentation in accordance with the prescripts of AARTO Regulations and SOP's.			
3.22	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.			
3.23	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.			
During the period of transition to AARTO, the service provider will:				
3.24	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, 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.			
3.25	Submit, in this tender, a firm proposal and commitment to the Municipality on transitional arrangements at the end of the contract period in the eventuality that a different service provider is appointed by the Municipality for a further contract period. The proposal should cover in particular the following:			
	3.25.1	Continued use of the system by the new service provider		
	3.25.2	Costs involved for continued use of the service provider's system		
	3.25.3	Training and on-going support for the new service provider in the use of the system		
	3.25.4	Licensing of the system software to the new service provider		
	3.25.5	Arrangements for the possible transfer or leasing of hardware associated with the system to the new service provider		
	3.25.6	Arrangements for the possible transfer or leasing of any other infrastructure, equipment, assets, stock, documentation, consumables, etc. to the new service provider.		

	3.25.7	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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#### 4. Deliverables

4.1 The system utilized by the Service Provider must be able to effectively control and recover outstanding fines.

4.2 It must be able to generate all the necessary management reports; both current as well as historic information must be available.

4.3 It must be user friendly and uncomplicated.

4.4 An electronic payment system (internet payment) should be available for recovering outstanding traffic fines.

4.5 The system must also cater for other payment options e.g. postal orders, cheques etc.

4.6 The system must be able to effect payments directly from the offender into the Municipality's bank account.

4.7 The Service Provider must be able to handle matters handed over for the legal process (341's, summonses and WOA).

4.8 It must cater for all traffic collection functions e.g.

- SMS warnings
- Call centre contact
- Query attendance
- Arrangements
- Summonses
- Warrants of Arrest
- Managements reports

#### 5. Financial Condition

5.1. Submission of financial data in support of GRAP 23 and 1GRAP1 standards.

5.2 System fully integrates and/or interfaces with the Municipality's financial system and third-party payments agents.

5.3 Continuous availability of current and historical financial data.

5.4 Adequate system flexibility to permit customised financial reports requested by the Municipality.

5.5 Daily transfer of payments to the Municipality's bank account, with clearly defined reference numbers.

5.6 Daily, weekly, monthly, annually financial transaction reports submitted to the Municipality for reconciliation, reporting and budgeting purposes.

5.7 System data frequently and appropriately backed-up.



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## 6. Additional Information

A. Are you an accredited, certified systems implementer? **Yes / No**

B. Describe the extent to which any other software vendor/s will participate in this bid.

C. Provide a high-level description of your client base with similar implementations, re-maintenance and support.

- Number of customers
- Geographic distribution of customers
- Systems implementers experience with proposed solution



D. Experience in organizations with a similar profile to the Umzimbubu Local Municipality Government or Utilities or Local Government

E Other relevant experience in associated or related industry sectors.

F. Potential for value-added service

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## 7. Data migration and transitional issues

The system shall:

- A. Be able to take responsibility for all new fines issued from date of commencement of contract.
  - B. Be able where possible, migrate any un-finalized cases remaining in the current spreadsheet or traffic notices management system 6 months after the contract commencement date onto the new traffic contravention system in such a manner that there is minimal disruption in the processing life-cycles of existing fines or loss of cases.
  - C. Be prepared to commence as soon as the contract is awarded, so as to minimize disruption of services at the date of commencement of the contract. This shall include setting up of hardware, software systems, training of staff, delivery and setting up of the systems, preparing for data migration and any other preparatory work that can practically be performed before the commencement date.
  - D. Submit, in this tender, a firm proposal and commitment to the Municipality on transitional arrangements at the end of the contract period in the eventuality that a different service provider is appointed by the Local Authority for a further contract period. The proposal should cover in particular the following:
    - (i) Continued use of the contractor system by the new service provider.
    - (ii) Costs involved for continued use of the contractor system.
    - (iii) Training and on-going support for the new service provider in the use of the contractor system.
- (iv) Licensing of the contractor system software to the new service provider.
- (v) Arrangements for the possible transfer or leasing of hardware associated with the contractor system to the new service provider.
  - (vi) Arrangements for the possible transfer or leasing of any other infrastructure, equipment, assets, stock, documentation, consumables, etc. to the new service provider.
  - (vii) Any other arrangements that could facilitate the smooth transition of operations to a new service provider with minimal disruption to the Municipality.