



MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY

BID NUMBER:	24 / 2026	CLOSING DATE:	06 JULY 2026	CLOSING TIME:	12H00PM
DESCRIPTION	SUPPLY AND MAINTENANCE OF ELECTRONIC TRAFFIC SURVEILLANCE EQUIPMENT AND PROVIDE ADMINISTRATION OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR THE PERIOD OF THREE YEARS				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

POSTAL ADDRESS:	PRIVATE BAG X 2596, MAKHADO, 0920
STREET ADDRESS	CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No: <input type="checkbox"/>
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	BUDGET AND TREASURY	CONTACT PERSON	Mr Z THUKHUTHA
CONTACT PERSON	MS P MUDAU	TELEPHONE NUMBER	015 519 3000
TELEPHONE NUMBER	015 519 3044	FACSIMILE NUMBER	015 516 6145
FACSIMILE NUMBER	015 516 6145	E-MAIL ADDRESS	zwangat@makhado.gov.za
E-MAIL ADDRESS	phophimu@makhado.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PATIENTS HIDE USE OF TRADITIONAL MEDICINE

● Fear of judgment stops people disclosing remedies

By **NANDI NTINI**

New research at Gauteng public hospitals has found that fear, stigma and poor communication prevent many South Africans from telling doctors about their use of traditional medicine, potentially putting their health at risk.

Dr Lindiwe Gumede of the University of Johannesburg found that patients often do not disclose their use of traditional remedies before seeking medical treatment, making it harder for health-care professionals to provide appropriate care.

Gumede's study, which was conducted among physicians working in public hospitals, revealed an absence of clear procedures that encourage patients to disclose their use of traditional medicines. This is despite the widespread use of traditional remedies in the country.

One physician recalled a case involving a severely ill infant whose condition deteriorated after receiving traditional medicine, something like *imbiza*.

"The child was unconscious. The child

had herbal intoxication, like they'd given an overdose of some herbal drug. That child was going to the ICU [intensive care unit]. The mother kept on denying it [the use of traditional medicine]. I was upset," the doctor told researchers.

The child was admitted to ICU and remained there for a month before recovering. Only after the child was discharged did the mother return to the hospital to admit that she had given the child traditional medicine.

"Doctor, you were right, and I want to confess, but at that time I could not disclose because I could see you were angry," she reportedly told the physician.

Gumede's research also suggests that fear of judgment and negative reactions from health-care professionals often discourage patients from speaking openly about traditional remedies. Traditional healer Abraham Mnguni said the problem is rooted in longstanding stereotypes surrounding traditional healing practices.

"...the issue of traditional medicine, as well as the disclosure of patients having to disclose it, is systemic," said Mnguni.

"We are a sector that is known to be demonic. If you are using services of traditional healers, you are often seen as



Dr Lindiwe Gumede of the University of Johannesburg found that patients frequently hide their use of traditional remedies, complicating care. /Supplied

someone who practises witchcraft. Because people do not want to be associated with these labels, they avoid telling doctors that they have used traditional medicine."

He said some patients fear being ridiculed or judged by health-care workers who hold personal religious beliefs against traditional healing practices.

"As soon as some patients disclose that they are taking *imbiza* or other traditional medicines, they fear being told that they are lost in life, that they are involved in demonic practices or that they should

abandon traditional healing altogether."

As a result, many choose to remain silent even when the information could be important for their treatment, he said.

The study also found that medical consultation forms rarely include specific questions about traditional medicines. Instead, health-care workers generally ask patients whether they are taking medication, often referring only to prescription or over-the-counter medicines.

According to Gumede, this gap in communication can have serious consequences, particularly when patients use traditional remedies alongside prescribed medicines. "There can be interactions between traditional medicines and allopathic medicines, which is why healthcare professionals need to know what patients are taking," she said.

However, Mnguni said the problem of non-disclosure does not exist only in hospitals. He said traditional healers also depend on patients being honest about their medical history, chronic illnesses and prescribed treatments so appropriate decisions can be made about traditional remedies.

"We advise our patients that when they go to a hospital, they must tell doctors what traditional medicine they have been taking so that there is no clash between the medicine that we have given them and the medicine they receive at the hospital."

Mnguni said he also encourages patients to disclose information to traditional healers.

"I would really appreciate patients disclosing to me that apart from the things that I've seen during consultation, are there any other things that they are not telling me," he said. "For instance, I may not pick up cancer, I may not pick up HIV, but I would appreciate them telling me that they are going for chemotherapy, they are taking ARVs, or they are taking medication for a chronic disease."

According to Mnguni, this information is vital. "This therefore helps me to know that I don't give you strong medication."

He said a lack of disclosure can create serious complications for patients. Both Gumede and Mnguni agree that stronger communication, mutual respect and collaboration are needed to improve patient outcomes.



MAKHADO MUNICIPALITY

TENDER NOTICE



All suitable service providers are hereby invited to bid for the above-mentioned project. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable **10 June 2026 at non-refundable amount of R600.00** per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advertised-tender> or www.makhado.gov.za

BID NO:	DESCRIPTION	EVALUATION CRITERIA	COMPULSORY BRIEFING SESSION	SPECIAL REQUIREMENTS	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
19 of 2026	Re-advertisement: Supply and delivery of skip bins and cover nets	80/20 preferential points.			Director Community Services: Mr. HJ Lukheli or Ms. M Morotoba at 0155193000	Ref: 8/3/2/2156 Notice no: 59/2026	26 June 2026 at 12H00pm
20 of 2026	Re-advertisement: Supply, delivery and installation of new weighbridge at Makhado Landfill Site	80/20 preferential points.	12 June 2026 at 11:00am at Makhado New landfill site (Tshikota)	Attach certified copy of SANAS certificate	Director Community Services: Mr. HJ Lukheli or Ms. M Morotoba at 0155193000	Ref: 8/3/2/2157 Notice no: 60/2026	26 June 2026 at 12H00pm
21 of 2026	Re-advertisement: Leasing of aerodrome (air strip) situated at farm Rietvly 276 LS District Soutpansberg for a period of five (05) years	80/20 preferential points			Director Development and planning: Mr. A Mabunda or Mr. IP Lipharama at 0155193000	Ref: 8/3/2/2158 Notice no: 61/2026	06 July 2026 at 12H00pm
22 of 2026	Supply of spares, hauling and maintenance and repairs for municipal fleets and small equipment for the period of three (03) year	80/20 preferential points with functionality		Attach three year audited financial statement (only for those who are required by law to submit)	Director Technical Services: Ms. L Thulare or Mr. S Nemataheni at 0155193000	Ref: 8/3/2/2159 Notice no: 62/2026	06 July 2026 at 12H00pm
23 of 2026	Supply, Installation, Licensing and Support of latest version of AutoCAD for the period of three (03) years	80/20 Preferential points			Director Corporate Services: Mr. SG Maguga or Mr. ZE Tharini at 0155193000	Ref: 8/3/2/2160 Notice no: 63/2026	06 July 2026 at 12H00pm
24 of 2026	Supply and maintenance of electronic traffic surveillance equipment and provide administration of traffic contravention management system for the period of three (03) years	80/20 Preferential points with functionality	15 June 2026 at 10:00am at Council Chamber, 83 Krogh Street, Makhado		Director Community Services: Mr. HJ Lukheli or Mr. Z Thukhutha at 0155193000	Ref: 8/3/2/2161 Notice no: 64/2026	06 July 2026 at 12H00pm

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per above mentioned table.

Bids which are late, incomplete, unsigned, or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated, and will be disqualified: • Valid Tax compliance status pin issued by SARS • A copy of company registration documents (CK) • Certified copy/copies of company owner(s) ID book(s), not older than three (03) months certification. • Attach proof of payment for municipal rates not older and not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company) • Copy of central supplier database (CSD) report.


NB: • All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database). • A copy of a certified copy will not be accepted. • Tenders must be properly deposited in the tender box on or before the closing date at Makhado Local Municipality Civic Centre, 83 Krogh Street, Makhado

All procurement enquiries should be directed to Ms. P Mudau or Mr. M Ramabulana at Tel no. (015) 519 3044/3024

Civic Centre, 83 Krogh Street
MAKHADO

MR KM NEMANAME
MUNICIPAL MANAGER

sowetan.co.za



APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND MAINTENANCE OF ELECTRONIC TRAFFIC SURVEILLANCE EQUIPMENT AND PROVIDE ADMINISTRATION OF THE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM AND FOR THE PERIOD OF (3) THREE YEARS

Competent, experienced, and accredited service providers are invited to tender for Traffic Contravention Management System for the administration of Traffic matters for the municipality in accordance with the National Road Traffic Act, Act 93 of 1996, Criminal Procedure Act, Act 51 of 1977 and their Regulations.

Services to be provided shall include fully integrated speed enforcement system, and number plate recognition system with support services to the Municipality core function Directorate.

SPECIFICATION

1. The system should be loaded onto the municipal computer system which, on every update / upgrade thereof, at no additional costs.
2. Provide User Support Centre either telephonically or through Team Viewer
3. Have access to the NatIS to be enabled to generate Section 341 information.
4. Develop a **“view my fines”** website that will enable offenders to view their outstanding offences
5. Train all the system users for the operation of the system.
6. Be able to provide smart / easy pay channels.
7. Be able to provide / generate productivity schedule for all officers.
8. No consultancy fees shall be added on networking as well as communication.
9. Providing on-site support service on unresolved problems either telephonically or Team viewer, shall be attended to by the service provider.
10. Be able to provide electronic equipments enabling the issuing of section 56 and 341 Written Notices to traffic offenders.
11. Be able to provide **“SMS”** notification system to offenders
12. Provide Accident reporting system and information.

ICT RELATED TECHNICAL SCOPE OF WORK

1. The software system must offer at least the same functions as the present traffic contravention management system which is in use.
2. The proposed system Must be installed on Local Servers of Makhado Municipality and must be available either as Application or URL pointing to the Server. The Service provider should provide the municipality with a clear minimum server requirement to operate the entire Traffic Contravention Management System.
3. The proposed System must be MSCOA Compliant
4. The System Logon and User Credentials should comply to the Municipality User Access and Password Management Policies which will be made available to the successful bidder.
5. The Quotation must include all costs relating to Initial Set Up, configuration, Software Licencing and any additional software's that may be required.
6. Software Must be procured and licensed under Makhado Municipality for a period of three years.
7. The database must remain a property of Makhado Local Municipality during and after the 3 years' Service Level Agreement and must be available in an easy-to-read format.
8. The Service provider will be responsible for migration of the database from the current system to the new Solution.
9. The Service provider Must be responsible for Continuous Support, Maintenance and Updating of the system to ensure system security.
10. The Proposed System Must be able to seamlessly integrate with MUNSOFT, NATIS and must comply with MSCOA and AARTO.

11. The system Must be able to produce ICT Compliance reports such as User Password Reports, User Login Reports, General System Logs, etc....

SCOPE

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

No	ITEM DESCRIPTION
1.	Radar Mobile Camera
2.	Laser Camera
.3	ANPR Roadblock Unit and ancillary equipment
2	Camera Fixed Sites
4	Back Office – Traffic Contravention Management which includes processing of all camera violation, violations from handheld devices and handwritten notices from capture to finalisation.
5	Back Office – Accident Management System which includes capturing and processing of all Accident Reports
6	Back Office – Revenue Protection and Enhancement Services, which includes online and walk-in payment platforms, call centre, electronic communications, data management and other traffic related revenue enhancement opportunities.
8	Handheld Devices (S54, S341, S56, AARTO, Accidents, Impoundments)
9	Common Control Interface – Management Dashboard and Crime Enforcement System.

- When the Administrative Adjudication of Road Traffic Offences (AARTO) Act comes into effect for Makhado Local Municipality, before or during the period of the tender, the contractor is required 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) and or NaTIS as prescribed, whilst, at the same time, concluding all non-AARTO cases on the contractor's own system.
- A separate section of this tender deals specifically with deliverables should the AARTO Act comes into effect in the Municipality.
- 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.
- The monthly service fee is as per SLA on a set fee for every successfully finalized fine paid and recorded on the contractor system during the month regardless of how many charges are included in the fine.

- For AARTO related obligations the Municipality will pay the contractor an all-inclusive fee based on the number of AARTO infringements successfully paid. In addition, the contractor must conclude a service level agreement with the South African Post Office (SAPO) and pay them for any printing and posting of AARTO related documents on behalf of the Municipality. These costs are included in the contractors' fixed service rate.

Service Provider Must:

- Training of Municipality back-office officials to use the provided systems.
- Supply Roadblock technical equipments and train traffic officers for use.
- Supply Technical support staff
- Hardware and software for the Back Office systems
- Supply Roadblock Units equipped with, computers, printers, cameras and stationery for printing summonses and enquiries.
- Prepare and print all relevant notices from the Back Office.
- Provide a team to Serve Sect 54 summonses
- Manage case results.
- Supply Handheld Devices Integrated with the Contravention Management System for issuing of Section 341 and Section 56 Notices, serving Section 54 Summonses and capturing Accident Reports.
- Train Officers on the use of cameras.
- Train officers on the use of Roadblock Systems.
- Supply a call centre for traffic fines queries, issuing of electronic communications, cleansing data, issue bulk SMS to offenders and reminder notifications for collections of fines.
- Supply Mobile Radar and ANPR Cameras.
- Supply Fixed ANPR Camera Sites.
- Compile DPP Applications for submission by client
- Automatic change of offender website for proxies to enable businesses with large fleets of vehicles to automatically redirect fines to the driver.
- Fine payment website enabling payment of fines on the internet and at walk-in centres.
- Innovation for revenue protection and enhancement.

DELIVERABLES

Mobile Tracking Radar Camera must:

- Be able to operate on fully automatic mode.
- Be built-in GPS / 3G / LTE.
- Be able to be operated remotely / remote accessible to the camera system using Wi-Fi and LTE.
- Be wireless triggered flash for night operation.
- Be high quality, colour day/ night image operation (with optional flash).
- Enable the officer to select the offence location based on pre-programmed sites
- Be able to minimise officer errors.
- Automatic Vehicle Classification.
- Be enabled with Lane Identification (up to 5 lanes).
- Be simultaneous Dual Direction operation enabled.
- Be high brightness touch screen for easy operation and fast setup.
- Have Instant image zoom on every infringement image captured.
- Be Global shutter 9MP colour camera or better.

- Have Integrated video camera able to take 5-second videos of each offence incident.
- Be able to do ANPR of vehicles passing the camera during the operation.
- Have Up to 12-hour continuous operation on a single battery charge.
- Ensure that Infringement data stored on the internal 500GB solid-state memory is tamper proof and fully encrypted.
- Be Robust and compact design.
- Have Session statistics [Max speed, 85 percentile, average speed, vehicle count, session
- Have the length, highest offence speed, etcetera].
- Have the ability to browse through previous images during a session.
- Be Certified SANS 1795, including Part 0, 2 and 5.
- Have an Approval of the Director Public Prosecutions:
- Have the camera systems that produces 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).

Laser Cam: must:

- Be able to deliver irrefutable speed enforcement evidence in a hand-held package.
- Have new features available to support tracking history and evidence management.
- Have superior video target and capture range up to 2.4 km (8,000 ft) - offense recorded before violator sees officer
- Have multiple speed limits to enforce different vehicle classes and different approaching or receding target speed limits Range threshold window set up to trigger speed prosecution.
- Have video and new customizable Photo mode for flexible and efficient evidence management.
- Have microphone records audible description of target tracking history (patent pending)
- Have Easy to Read Display
- Be 8.1 cm Large (3.2") with high resolution display
- Be Optically bonded LCD for superior daylight viewability
- Be / have Colour touchscreen and glove-friendly
- Have easy setup with user programmable presets
- Have / be Video playback and frame image capture Wireless
- Have Optional ftp transfer
- Have AES 256 encryption for added security
- Have Integrated GPS

Laser Cam accessories checklist

- Optimum focus distance: From 10 m to 500 m (33 ft to 1640 ft)
- Speed Accuracy: +/- 2 km/h (+/- 1 mph)
- Aluminium Carry Case
- Built in memory (16GB of video memory providing over 8 hours of video storage)
- Keypad
- Side zoom buttons
- Password protected
- Two Operation Modes
- Speed range: 16 km/h to 320 km/h (10 mph to 200 mph) 0 minimum speed optional Minimum measurement distance: 3 m (10 ft)
- Maximum measurement distance: Up to 2.4 km (up to 8,000 ft). Stationary, reflective target Target acquisition time: 0.33 seconds
- Battery life: 14 hours, typical 12 Ah Battery
- Eye safety: FDA/CDRH Class I Eye Safe/IEC 60825-1
- Environment: IP55 certified for water and dust. NHTSA Conforming Product List
- Weight: 1.7 kg (3 lbs. 12 oz)
- Size: 17.3 cm X 10.7 cm X 31.2 cm (6.8" X 4.2" X 12.3")

- Camera sensor: 720 X 576 video resolution
- Camera sensor: 36X Optical zoom auto focus, auto iris progressive scan, image stabilizer High-Res Colour display 800 X 480-pixel resolution. Optically bonded Photo or video evidence with: Automatic: Speed/range with auto fire and thresholds Manual: Speed/range with trigger and thresholds Range: Range with trigger* Photo/Video: Photo/Video only* Photo on trigger release 11 Speed and traffic light violation detection with image recording

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

- The contravention system must be built on the latest Microsoft SQL platform, thus making it an internet-based system that can be accessed from anywhere with the proper access and security levels.
- This to give users the flexibility of logging in to the system from remote sites to access any information required.
- The system must have complete back-office function associated with traffic offences, right through all processes until the cases have been finalised.
- The system must be able to configured and interface with payment systems, like 3rd Party payment channels, Banks, South African Post Office (SAPO) and the like.
- It must interface directly with the call centre campaign system as well as the ANPR Roadblock System.
- Capture the data related to the following:
 - Section 341 notices issued
 - Section 56 notices issued
 - Representations received from offenders
 - Representation results
 - Court results
 - Authorization of Warrant of Arrest
 - Name and address changes
 - Change of offender detail
 - Return of Service of summonses
- Interface with the NaTIS system in order to automatically obtain name and address
- details of registered owners of offending vehicles and update the contractor system accordingly.
- Interface with the NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the NaTIS system.
- Generate, print and process the following documents
 - Section 341 notices (camera mailers)
 - Notification of No Admission of Guilt offences
 - Notification of Red-Light Violation offences
 - Notice Before Summons (2nd notice)
 - Warrant of Arrest notices
 - Representation acknowledgement letters
 - Representation result letters
 - Include a full colour image and relevant offence details on Section 341 Notices
 - printed in respect of camera related offences.
- Generate, print and process the following Court related documentation by Court:
 - Section 54 Summonses
 - Court Rolls
 - Admission of Guilt Register
 - Contempt of Court Register
 - Warrant of Arrest Register
 - Comparison of monthly offence volumes.
 - Status of all offences at the various processing stages.
 - Representation results showing "proceed", "withdrawn", "reduced" separately.

Outstanding Representation Results

- Officer statistics and productivity.
- Creating regular backup of all data and images captured
- Performing system administrator duties such as registering users on the system and assigning user rights.
- System is fully auditable and able to produce reports and on-screen logs of all activities on the system for each offence, including the time and date of the event, user, activity details, data element added, or changed, or deleted by any user, or system transaction.
- The following activity logs must also be available per user:
 - Controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users.
 - Provides for an integrated module for officer book administration, including but not limited to, the allocation of books to individual officers or officer groups,
 - Monitoring of notices handed in by individual officers, alerting of outstanding notices at time of issue of additional books to an officer, reporting on outstanding notices per book and per officer.
 - Website that allows for the ease of the public to be able to log on to the internet and view their fines from anywhere in the world.

Back Office – AARTO

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

Accident Management System

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

- Provide for the scanning of manually completed accident report forms and converting it into the original data source.
- The service must provide for the legislated Crash management reports electronically in the handheld device:
 - Provide for the utilisation of handheld devices for the capturing/completing of Accident Reports:
 - Must automatically detect and populate fields related to location or GPS coordinates.
 - The device must prompt officers to confirm the exact location.
 - Provide for the scanning of manually completed accident report forms and converting it into an electronic image and an electronic report.
 - Electronic completion of the Accident Report Forms.
 - Must Scan barcodes not limited to the Accident report form, Driver's License, Motor vehicle License and automatically populate the required fields on the Accident forms.
 - Provide tab for officers to verify and update driver information, e.g. contact details, address, etc. and retain the legacy information.
 - Must integrate with NaTIS
 - Provide fields to capture additional information for details of all vehicles, people (drivers, passengers, pedestrians, potential witnesses, etc.) involved in the crash.
 - The bidders' system must automatically record the Officer details.
 - Provide for system capabilities for system administrators to register users utilising the handheld device.
 - Replicate the accident report form electronically and provide dropdown menus for the different sections of the forms.
 - Provide for on-display drawings.
 - The electronic forms must cater for all the fields provided for but not limited to the accident report forms.
- Specific requirements for an Accident Management System are as follows (but should not be restricted to the items listed):

- The system should be fully web based, that is maintenance, security and backup.
- Municipality data must remain at the end of contract.
- Communication to the web server should be encrypted with SSL.
- The web system should ensure multiple layers of redundancy, that is a system which is 100% functionality at all times.
- A full disaster recovery plan should be provided and provide testing reports on quarterly basis.
- The service provider should supply all hardware and infrastructure required for the operation of the system.
- The system should be integrated with the Traffic Management System.
- Accident forms should be scanned electronically from remote locations.
- Scanning should be done directly into the database without the need to first save any documents to the local computer.
- All accident forms should be available electronically.
- The system should be such that the results from the analysis can be used to direct road improvements, traffic policing as well as road traffic safety programmes.
- The bidder must demonstrate the mechanism of how this requirement will be addressed.
- The system should differentiate amongst different modes of transport.
- The system should be integrated and compatible with other relevant provincial and national systems, e.g. NaTIS.
- The system should be able to retrieve information about drivers and vehicles directly from NaTIS. The bidder must demonstrate the mechanism of how this requirement will be addressed (how and when).
- The system should integrate with the client's payment module to reference a valid payment receipt for distributing accident forms. Accurate audit trails and reports for all such transactions must be captured and reported by the system.
- The system should be accessible to all users.
- The printing of accident forms should be strictly limited, controlled, accurate audit trails, and reports for all such transactions must be captured and reported by the system.
- The system should allow for user permissions to be strictly controlled at a page and field level.
- A full audit trail should be kept of any actions performed on the system.
- Provision should be made for integration with municipal systems.
- The system should utilise the client's road referencing system and GIS.
- The bidder must demonstrate the mechanism of how this requirement will be addressed.
- The computerised system should comply with internationally accepted IT standards.
- A detailed plan should be provided on how accident forms will be sourced for processing and capturing into the system.
- A detailed methodology should be provided on the processes applied to an accident form to ensure that the form is captured correctly into the system.
- Accident data should be available immediately after capturing into the system.
- Regular accident analysis reports should be compiled.
- When required, a report should be compiled for a specific period, i.e. the December holiday period or for a specific road section.
- When requested, the service provider should assist the client with physical inspection of potential hazardous locations.
- The service provider should ensure proper liaison with relevant role-players such as the SAPS.
- The service provider should include the services of a traffic engineer to assist with specific analysis that may be required, at no extra cost.
- Regular managerial reporting on accident statistics and trends as well as identified hazardous locations based on the system should be provided.
- Ad hoc reports or statistics should be provided when requested.
- The system should have an integrated monitoring screen displaying live work on hand, staff utilisation, productivity, and backlog.

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

Handheld devices

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

Summons serving: The contractor shall:
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.
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 must be re-issued due to receipt of a notification of change of offender, or such other period as agreed by the Municipality.

Appoint an adequate number of serving agents inside and outside the boundaries of the Municipality to serve the summonses generated by the contractor system.
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.
Ensure that serving agents are 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.
Pay the fees of the serving agents for summonses served.
Ensure that the contractor system can register all appointed serving agents, tracking summonses allocated to individual servers and reporting on server performance and the status of every summons at any time.
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.
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.
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.
Facilitate and support the serving of summonses by the serving agents at roadblocks as and when determined by the Municipality.
Provide a facility for immediate, on-site production of summonses at roadblocks for the purpose of serving on offenders that have been apprehended at the roadblocks.

Offender tracing and call Centre: The contractor shall:
Establish and operate an outbound Call Centre within the Service Centre which shall be utilized to perform the following functions:
Trace offenders with inaccurate address details via data washing.
Update contractor system with change of offender details.
Remind offenders of upcoming court dates.
Notify offenders of warrants of arrest authorized.
Any other activity that may be necessary to assist or trace offenders.
Take effective steps to ensure that Call Centre employees conduct various types of telephone calls to offenders in accordance with scripts approved by the Municipality.
Ensure that the Municipality approves the content of any SMS, letters, notices or other communication sent or delivered to offenders.
Trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining up-to-date particulars such as address details and telephone numbers from commercial databases available from credit bureaus and the like.
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.
Utilize the confirmed particulars in the offender database in the first instance to produce notices and summonses.
Ensure that the contractor system has the facility to produce reports detailing conflicts between the information captured and the information received from the NaTIS system.
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.
Provide reports to the Municipality giving details of vehicles using false number plates.

Payment Facilities: The contractor shall:
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.

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.

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.

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.

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.

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.

Roadblock Support Vehicle:
The contractor shall make available one (1) roadblock support vehicle for use by the Municipality as and when requested. The roadblock support vehicle shall:
Be equipped with Automatic Number Plate Recognition (ANPR) systems capable of automatically detecting vehicles with outstanding offences, warrants of arrest, false number plates, or any other information for which the vehicles may be sought and alerting system operators with an audible tone and message alert.
Be equipped with facilities for online enquiries on the contractor system and the viewing of camera images at the roadside.
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.
Be equipped with facilities for the immediate production and printing of summonses at the roadside to allow serving on previously untraceable persons.
Be equipped with systems for the transmission of electronic copies of documents and printing at the roadside as necessary.
Be equipped with secure facilities accepted by the Municipality for the taking of fine payments by the Municipality at the roadside.
Be equipped with the tools necessary for conducting 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.
Remain the property of the contractor who will be responsible for all fuel maintenance, servicing, repair, insurance, insurance claims and other matters related to the ownership of vehicles and associated equipment.
Be driven to and from roadblock sites by contractor staff or Municipal Official and be manned by sufficient contractor staff on site or Municipal Official 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.

The Back Office must have Sole Provider document with unique features and modules noted as follows:
View Fines Portal
ANPR Module
Vehicle Transport Disc
Vehicle Impoundment System
Image upload system that is capable to upload any/all camera systems

OBLIGATIONS IN RESPECT OF INFRINGEMENTS ISSUED IN TERMS OF THE AARTO ACT

If the AARTO Act is implemented in the Municipality before, or during the term of this tender, the contractor shall also have the following obligations:

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

- Cooperate with the Municipality to implement AARTO and comply with any reasonable instruction received from officials of the Municipality in this regard.
- Establish with the assistance of the Municipality a secure network connection and interfaces to the NaTIS that will allow the contractor to perform AARTO-related transactions on the National Contraventions Register (NCR).
- Devote sufficient resources and establish sufficient technical infrastructure, which will include workstations (personal computers) for the contractor's NaTIS users, network connections to the NaTIS, as well as printing and scanning devices in order to perform its AARTO obligations for the Municipality.
- Ensure that all its staff that is utilized for AARTO are adequately trained to perform their functions and that that staffs that are using the NaTIS system are, with the assistance of the Municipality, duly registered as NaTIS users with the correct authorizations and system profiles.
- 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).

TRANSITIONAL ISSUES: The contractor shall:

Take responsibility for all new and legacy fines issued from date of commencement of the contract after dry run period of previous contractor has elapsed.

Commence preparatory work as soon as the contract is awarded, to minimize 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.

Commit to the Municipality that, if 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.

Submit, in this tender, a firm proposal and commitment to the Municipality on transitional arrangements, The proposal should cover the following:

- Continued use of the contractor system by the new service provider.
- Costs involved for continued use of the contractor system.
- Training and on-going support for the new service provider in the use of the contractor system.
- Licensing of the contractor system software to the new service provider.
- Arrangements for the possible transfer or leasing of hardware associated with the contractor system to the new service provider.
- 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.

- Any other arrangements that could facilitate the smooth transition of operations to a new service provider with minimal disruption to the Municipality.

PRICING SCHEDULE

1. MONTHLY RENTAL OF TRAFFIC SURVEILLANCE EQUIPMENT

No.	Item	UNIT	1 st year Monthly unit price	2 nd year Monthly unit price	3 RD year monthly unit price	TOTAL
1	Radar Mobile Camera	01	R	R	R	R
2	Camera Fixed Sites	01	R	R	R	R
TOTAL AMOUNT						R

2. ONCE- OFF SUPPLY OF TRAFFIC SURVEILLANCE EQUIPMENT AND TRAFFIC CONTRAVETION SYSTEM

No	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
TRAFFIC SURVEILLANCE EQUIPMENT				
1	Back Office – Traffic Contravention Management which includes processing of all camera violation, violations from handheld devices and handwritten notices from capture to finalisation.	01	R	R
2	Back Office – Accident Management System which includes capturing and processing of all Accident Reports	01	R	R
3	Back Office – Revenue Protection and Enhancement Services, which includes online and walk-in payment platforms, call centre, electronic communications, data management and other traffic related revenue enhancement opportunities.	01	R	R
4	Handheld Devices (S54, S341, S56, AARTO, Accidents, Impoundments)	25	R	R
5	Common Control Interface – Management Dashboard and Crime Enforcement System.	01	R	R
TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM				
6	Software and equipment (Speed and Scanner)	1	R	R
7	Commission per summons / Notice paid	1	R	R

8	Service fee	1	R	R
9	Personnel Training for six (06) municipal officials	6	R	R
10	Advance technical support training	02	R	R
11	Driving license and motor vehicle Disc scanning equipment	01	R	R
TOTAL AMOUNT				

3. SUPPLY AS AND WHEN REQUIRED TRAFFIC EQUIPMENTS

No.	Item	UNIT	1 st year unit price	2 nd year unit price	3 RD year unit price	TOTAL
1	Laser Camera	01	R	R	R	R
2	ANPR Roadblock Unit and ancillary equipment	01	R	R	R	R
TOTAL						

4. LICENCE, SUPPORT AND MAINTENANCE

COST FOR THREE YEARS

No.	Item	1 st year price	2 nd year price	3 RD year price	TOTAL
1	License	R	R	R	R
2	Support and maintenance (apply rate per hour)	R	R	R	R
TOTAL AMOUNT					R

PRICING SUMMARY

NO	ITEMS	TOTAL
1	MONTHLY RENTAL OF TRAFFIC SURVEILLANCE EQUIPMENT	R
2	ONCE -OFF SUPPLY OF TRAFFIC SURVEILLANCE EQUIPMENT AND TRAFFIC CONTRAVETTION SYSTEM	R
3	SUPPLY AS AND WHEN REQUIRED TRAFFIC EQUIPMENTS	R
4	LICENCE, SUPPORT AND MAINTENANCE	R
TOTAL AMOUNT		R
VAT@15% (ONLY IF APPLICABLE)		R
TOTAL BIDDING RATES		R

Functionality

NO	FUNCTIONALITY CRITERIA	POINTS ALLOCATED	POINT
1	Experience Experience of company management or Directors (attach CV and copy of certified copy of relevant qualification)		30 points
	▪ 1 – 3 years	10 points	
	▪ 3 – 10 years	20 points	
	▪ Over 10 years	30 points	
2	Number of relevant project, similar to proposed project (Attach proof of appointment letter with completion certificate or appointment letter with reference letter)		30 points
	▪ 1 – 2 projects	10 points	
	▪ 3 – 5 projects	20 points	
	▪ Over 5 projects	30 points	
3	Average value of projects provided as reference, similar to proposed project (Attach proof of appointment letter)		20 points
	▪ Less than R 1 million	10 points	
	▪ Over R 1 million, below R 3 million	15 points	
	▪ Over R 3 million	20 points	
4	Number of years the firm has been in existence		20 points
	• 0 – 2 years = 3 points	10 points	
	• 2 – 5 years = 5 points	15 points	
	▪ More than 5 years	20 points	
		Total	100 points

Bidders who score less than **75 points** of functionality criteria and will be disqualified for further stage of evaluation

1. AUTHORITY TO SIGN PROPOSAL DOCUMENT

A letter assigning power to sign documents by the authorized signatory must accompany each proposal. Failure to submit a letter authorizing the signatory to sign documents would invalidate the tender.

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid
number.....	
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
----------	----------	-------------	--

- Required by:

- At:

- Brand and model

-

- Country of origin.....

- Does offer comply with specification? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery: *Firm/not firm

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD

				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM 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.

² 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 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	N/A	10	N/A	
Woman Ownership (attach CSD detail report or Certified ID copy)	N/A	05	N/A	

Disability (Attach Disability letter from a Doctor)	N/A	05	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to Makhado Municipality in accordance with the requirements and task directives / proposals specifications stipulated **Bid no 24 of 2026** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:.....	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I KM NEMANAME in my capacity as Municipal Manager accept your bid under reference number **8/3/2/2161** datedfor the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

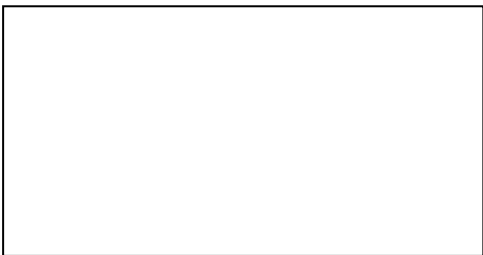
DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
SUPPLY AND MAINTENANCE OF ELECTRONIC TRAFFIC SURVILLANCE EQUIPMENT AND PROVIDE ADMINISTRATION OF THE TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM FOR THE PERIOD OF THREE YEARS				N/A

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

SIGNED AT MAKHADO ON

NAME (PRINT) KM NEMANAME

SIGNATURE

OFFICIAL STAMP 

WITNESSES	
1
2
DATE:.....	

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

- 1. I have read and I understand the contents of this Certificate;

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

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 inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies 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 supplies 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 supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise 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 in SCC, 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 in SCC.
- 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 in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the 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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 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 (or bid rigging).
- 34.2 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 the Competition Act No. 89 of 1998.

- 34.3 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.