EMAKHAZENI LOCAL MUNICIPALITY

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE SUPPLY, SUPPORT AND MAINTENANCE OF ELECTRONIC TRAFFIC SURVEILLANCE EQUIPMENT AND A CONTRAVENTION MANAGEMENT SYSTEM FOR A PERIOD OF 60 MONTHS, INCLUDING DEBT AND FINE-COLLECTION SERVICES FOR EMAKHAZENI LOCAL MUNICIPALITY.

ELM 26-27/10/06

TENDER DOCUMENT

EMPLOYER:

EMAKHAZENI LOCAL MUNICIPALITY
25 Scheepers Street
Belfast
1100
Tel: (013) 253 7600
Fax: (013) 253 1696

NAME OF TENDERER : .....

.....

TOTAL BID PRICE (EXCL. VAT) : .....

TOTAL BID PRICE (INCL. VAT) : .....

CENTRAL SUPPLIER DATABASE NO : .....

TAX COMPLIANT STATUS PIN : .....

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TENDERING PROCEDURES

THE TENDER

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender Data

T1.3 General Conditions of the bid proposal: Definitions

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bid documents will be obtainable on payment of **cash non-refundable** document fee of **R 1 500.00** from our offices at Emakhazeni Local Municipality, 25 Scheepers Street, Belfast during office hours from 07H45 to 12h30 and 13h00 to 15h00 weekdays, or on supply of proof of EFT payment made into the following bank account: **FNB Current Account Number 62028195510 Branch Code 270351, Tender Reference number (Project Number and Company Name)**, the document can also be obtained on the municipality's website or on the e-Tender Website at http://www.etenders.gov.za/content/advertised-tenders at no cost.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in a envelope and externally endorsed with **Project No; and Description;** and be deposited in the Tender Box, Ground Floor, Emakhazeni Local Municipality, 25 Scheepers Street, Belfast, Mpumalanga. **The Tenders shall remain valid for a period of 90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Project number	Description	Availability of Tender document	Closing Date	Functionality %	Contact person
ELM 26-27/10/06	Appointment of a professional service provider for the supply, support and maintenance of electronic traffic surveillance equipment and a contravention management system for a period of 60 months, including debt and fine-collection services for Emakhazeni Local Municipality.	Thursday, the 09th of July 2026	Tuesday, the 11th of August 2026 at 12h00	Administrative (mandatory) requirements Functionality: 70% 80/20 Preferential Points (Price & Specific Goals)	Procurement enquiries: Mr. Sibusiso Gwebu at 013 253 7601 sibusiso.gwebu@emakhazeni.gov.za Technical enquiries: Mr. VSH Mnisi at 013 253 7600 vusi.mnisi@emakhazeni.gov.za

Tenders will be evaluated in terms of the Supply Chain Management policy of the Emakhazeni Local Municipality aligned to Municipal Supply Chain Management Regulations. The method for evaluation of service providers is based on functionality. Company Registration Number and tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status must be attached. Service providers must be registered at central supplier database (CSD).

NOTE TO BIDDERS ON BID CONDITIONS:

- The Supply Chain Management Policy of Emakhazeni Local Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid;
- Bids that are submitted late, incomplete, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation;
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote;
- Bids submitted are to be valid for a period of 90 days;

MR. S.C. NKOSI
ACTING MUNICIPAL MANAGER
EMAKHAZENI LOCAL MUNICIPALITY

[MBD1] PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF EMAKHAZENI LOCAL MUNICIPALTY					
BID NUMBER:	ELM 26-27/10/06	CLOSING DATE:	**24 NOVEMBER 2026**	CLOSING TIME:	**12H00**
DESCRIPTION	Appointment of a professional service provider for the supply, support and maintenance of electronic traffic surveillance equipment and a contravention management system for a period of 60 months, including debt and fine-collection services for Emakhazeni Local Municipality.				
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*

Emakhazeni Local Municipality
25 Scheepers Street
Belfast, 1100
Mpumalanga

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		**OR** CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No

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

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	……	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SUPPLY CHAIN	CONTACT PERSON	Mr. VSH Mnisi
CONTACT PERSON	Sibusiso Gwebu	TELEPHONE NUMBER	**013 253 7600**
TELEPHONE NUMBER	013 253 7601	FACSIMILE NUMBER	013 253 1889
FACSIMILE NUMBER	013 253 1889	E-MAIL ADDRESS	vusi.mnisi@emakhazeni.gov.za
E-MAIL ADDRESS	sibusiso.gwebu@emakhazeni.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……..

DATE: ……..

T1.2 TENDER DATA

Clause No.		
F.1.4	**The Employer's Representative is:**	
	Supply Chain Management Unit	Email: sibusiso.gwebu@emakhazeni.gov.za Tel: 013 253 7601
	End user Department	Email: vusi.mnisi@emakhazeni.gov.za Tel: 013 253 7600
	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents.	
F.2.1	**Eligibility** Only those tenderers who satisfy the following criteria are eligible to submit tenders:	
	Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document **"FORM C Authority of Signatory."**	
F.2.2	**No compulsory clarification meeting:**	
F.2.3	No late, faxed, emailed or other form of tender will be accepted. Completed tenders in Black ink in sealed envelopes and clearly marked **"**Project No: **ELM 26-27/10/06**: '' **Appointment of a professional service provider for the supply, support and maintenance of electronic traffic surveillance equipment and a contravention management system for a period of 60 months, including debt and fine-collection services for Emakhazeni Local Municipality."** must be placed in Tender Box at SCM Office, Emakhazeni Local Municipality, 25 Scheepers Street, Belfast, 1100 Closing date: 24 November 2026 Closing Time:12h00	**Location:** Emakhazeni Tender Box EMAKHAZENI LOCAL MUNICIPALITY 25, Scheepers Street Belfast
F.2.14	Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification.	
F.2.15	The closing time for submission of tender offers and proposals is as mentioned in F.2.3 above and as stated in the Tender Notice and Invitation to Tender.	
F.2.16	All tenders received by the EMAKHAZENI LOCAL MUNICIPALITY will remain in the Municipality's possession until after the stipulated closing date and time.	
	The Tender offer validity period is 90 Days.	
F2.16.3	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered	

F2.23	The tenderer is required to submit with his tender the below mentioned documents: Non Submission of the following documents will results in automatic disqualification: (1) a copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation. (2) In case of Joint Venture – the Joint Venture Agreement.
F.3.1.1	Questions or queries must be submitted at least five (5) working days before the stipulated closing date and time of the tender. However, ELM shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Tenderer.
F.3.6	After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the ELM
F.3.11.1	**Evaluation of Tenders** The Municipal SCM Policy & National Treasure Guidelines will be used for evaluation of prospective service providers as per the approved scoring system by the specification committee. The 80/20-point system shall be used for Evaluation of tender documents in terms of Preferential Procurement Point Framework Act.
F 3.15	If the Tender does not comply with the Tender conditions, the Tender will be rejected. If specifications are not met, the Tender will also be rejected. With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example: • The Master Registration Number and Tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status must be attached. • Non submission of company registration certificates. • Non submission of the proposal in the prescribed format • Pages to be completed, removed from the Tender document, and have therefore not been submitted. • Failure to fully complete the schedule of quantities as required. • Scratching out without initialling next to the amended rates or information. • Writing over / painting out rates / the use of tippex or any erasable ink, eg. pencil. • Tempering with the original tender document in any way. • Not completing the document by black ink. • Failure to attend compulsory briefing meetings, if any. • The Tender has not been properly signed by a party having the authority to do so, according to the **Form C – "Authority for Signatory"** • No authority for signatory submitted. • Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. • The Tenderer's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.

- The Tender has been submitted after the relevant closing date and time
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors

  to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.
- The declaration of interest form is not fully completed, or any false declaration

2. Size of enterprise and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3.Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications, registration and experience of key staff to be utilised on this contract

4. Good standing with SA Revenue Services

- Determine whether a valid tax clearance certificate or verification pin has been submitted.
- The Tenderer must affix a valid Tax Clearance Certificate or Master Registration Number and tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status must be attached to the designated page of the Tender document.

If the Tender does **not** meet the requirements contained in the EML Supply Chain Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

5. Penalties

The EMAKHAZENI LOCAL MUNICIPALITY will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the firm, its shareholders and directors on obtaining any business from the EMAKHAZENI LOCAL MUNICIPALITY for a period of 5 years.

Regulations of disputes, objections, complaints and queries will be handled in accordance with Supply Chain Management Policy of EMAKHAZENI LOCAL MUNICIPALITY.

F3.16	In the event that no correspondence or communication is received from the ELM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful. The number of paper copies of the signed contract to be provided by the Employer is one.
F3.11.9	The quality criteria and maximum score in respect of each of the criteria are as given Municipal **Supply Chain Management Regulations.** The number of paper copies of the signed contract to be provided by the employer is one
F.3.11.9	The additional conditions of Tender are: 1. EMAKHAZENI LOCAL MUNICIPALITY may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2. The EMAKHAZENI LOCAL MUNICIPALITY reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.
	The tenderer is to note that the following **Additional Relevant Documents** will form part of this contract: (i) EMAKHAZENI LOCAL MUNICIPALITY Supply Chain Management Policy, (ii) ELM General Conditions of Contract (iii) Occupational Health and Safety Policy

FUNCTIONALITY POINTS:

IMPORTANT: A tender will be deemed non-responsive if it does not score the minimum threshold of **91 points** out of the total functionality points.

No.	DESCRIPTION	Eliminating Factor	Maximum Points
1	**Experience of the bidder - Traffic System and Law Enforcement Systems** Appointment letters and contactable reference letters signed by clients to indicate the supply of Traffic System and Law Enforcement Systems. 15 – above projects = 20 points 10 – 14 projects = 10 points 1 – 10 projects = 5 points	Yes	20
2	**Experience of the bidder - Mobile/Fixed Camera and Back Office services** The bidder must provide at least five (5) reference projects where Mobile/Fixed Camera and Back Office services were rendered, with monthly volumes of not less than ten thousand (10 000), including the supply of Traffic System, ANPR, Compilation of DPP Applications, ANPR and Law Enforcement Systems. 1 – 2 projects = 1 point 3 – 4 projects = 2 points 5 and above projects = 5 points *Appointment letters and Reference letters signed by clients to be attached.*	Yes	5
3	**Experience of the bidder - Handheld Ticket Issuing Devices** The bidder must provide proof of having supplied Handheld Ticket Issuing Devices as follows: 50 and above = 10 Points 21 – 49 = 5 Points 1 – 20 = 1 Point *(License / Certificate / Serial number must be attached)* *Attach appointment letters / Purchase Orders / Contracts*	Yes	10

No.	DESCRIPTION	Eliminating Factor	Maximum Points
4	**Experience of the bidder - Handheld Android Smartphone Devices with ANPR Interface** The bidder must provide at least One (1) Appointment letter or purchase order to demonstrate and confirm the supply of Handheld Android Smartphone Devices with ANPR Interface. 15 – 20 devices = 5 points 10 – 14 devices = 3 points 6 – 9 devices = 2 points 1 – 5 devices = 1 point	Yes	5
5	**Experience of the bidder - Back Office services with supporting Camera Technology supply solutions** The bidder must provide at least five (5) reference projects where Back Office services with supporting Camera Technology supply solutions were rendered, that confirm the contract values of the projects. 5 and above projects = 5 points 3 – 4 projects = 2 points 1 – 2 projects = 1 point *Appointment letters and Reference letters signed by clients to be attached.*	Yes	5
6	**Financial Capacity of the bidder** The Bidder must provide proof of the arrangements entered with registered financial institutions to interact with their banking systems. 5 Contracts/letters from financial Institutions = 5 points 3 – 4 Contracts/letters from financial Institutions = 2 points 1 – 2 Contracts/letters from financial Institutions = 1 point	No	5
7	**Experience of the bidder - Panel Van Fitted with Automatic Number Plate Recognition (ANPR) System and Back Office System** Company Experience in Supplying and Delivery of a Panel Van Fitted with Automatic Number Plate Recognition (ANPR) System and Back Office System from the organ of state. Attach Five (5) appointment and reference letters on a client's letter head. NB: Sub-contracting appointments will not be considered. *(5 points per reference letter not older than 10 years)*	Yes	15

No.	DESCRIPTION	Eliminating Factor	Maximum Points
8	**Experience of the bidder – ANPR vehicles** Equipment owned or leased: Certificates must be provided as proof of ownership. 1 – 5 Owned = 3 points 1 – 5 leased = 2 points	No	5
9	**Key Personnel** **1. Traffic Contravention System Expert** 10 years or more experience in traffic system development. CV showing qualifications in IT and software development. An IT degree or NQF level 7 IT diploma and a Microsoft certification. 10 years or more = 5 5–9 years = 3 3–4 years = 1 2 years or less = 0 **2. Traffic Contravention System Development** 10 years or more experience in traffic system development. CV showing qualifications in IT and software development. Attach certified copies of qualifications (minimum NQF level 6) in IT Technology and registered with either ICITP or IITPSA. 10 years or more = 5 5–9 years = 3 3–4 years = 1 2 years or less = 0 **3. Maintenance and Repair Technician** 5 Years or more experience in traffic contravention system support and maintenance. CV showing minimum NQF level 6 qualifications in Information Technology or Information Systems or ICT or Computer Systems or an equivalent qualification. 5 years or more = 5 3–4 years = 3 1–2 years = 1 1 year or less = 0	Yes	20

No.	DESCRIPTION	Eliminating Factor	Maximum Points
	4. Contracts Manager 10 years or more law enforcement experience / total project size to date. CV showing qualifications of either Law Enforcement Degree or IT. (CV / certified copies of qualifications) 10 years or more = 5 5–9 years = 3 3–4 years = 1 2 years or less = 0		
10	**mSCOA integration and compliance** Provide Confirmation letter from both Local Authority and Financial System Service Provider as evidence of mSCOA integration with Authorities = 5 points	Yes	5
11	**Road traffic enforcement cameras** 20 and above = 5 Points 10 – 19 = 3 Points 1 – 9 = 1 Point *Camera must have remote monitoring capability. Calibration and Type Approval Certificates must be attached.*	Yes	5
12	**Experience of the Bidder – Stop Sign Law Enforcement** The bidder must provide proof of at least one (1) project where Stop Sign Law Enforcement services were rendered. A minimum of one (1) Appointment letter and one (1) Reference letter, both signed by the client, must be attached. 1 project (with required letters) = 5 points No proof = 0 points	Yes	10
13	**AARTO Experience** The bidder must demonstrate experience in AARTO-related systems / implementation / support. 5 projects and above = 5 points 3 – 4 projects = 3 points	Yes	10

No.	DESCRIPTION	Eliminating Factor	Maximum Points
	1 – 2 projects = 1 point Less than 1 project / No experience = 0 points *Proof in the form of appointment letters or contracts, and contactable reference letters on client's letterhead must be attached.*		
	TOTAL FUNCTIONALITY POINTS		**130**

TOTAL POINTS OBTAINABLE: 130 POINTS

1. **Bidders must score an aggregate of 91 points and more on functionality to qualify for further evaluation on price and preference.**
2. **Bidders who scored less than 70% will be disqualified.**

T1.3 GENERAL CONDITIONS OF THE BID PROPOSAL

1. Definitions

In these Conditions of Bid, words and expressions shall have the meanings assigned to them in thevarious parts of the Bid Documents and in addition, the following words and expressions shall havethe meanings assigned to them hereunder:

Words and Expressions	Meaning
"Addendum" and "Addendum to Bid"	any document so entitled and pertaining to the Bid, as may be issued by the Council to prospective Bidders at any time prior to the Closing of Bids
"Authorized"	By or with the prior written instruction, consent or approval of the Council and "unauthorized" means theconverse.
"Closing of Bids"	The time and date before which Bids must be received by the Council and after which no further Bids will beaccepted by the Council.
"Conforming Bid"	a bid which is strictly in accordance with the BidDocuments in all respects, without variation, addition, omission or qualification whatever.
"Bidder"	Any person, firm, or juristic party which submits a Bid to the Council in response to the Invitation issued orpublished by the Council inviting the submission of Bids.
"Bid Period"	The period between the issue by the Council, of aninvitation to submit Bids for the project or the issue of theBid Documents, whichever is the earlier, and the Closing of Bids.
brand names, trademarks, names, patent or producer,	Any reference in circumstances to brand names,trademarks, names, patent or producer, implies to be followed by the word " or similar" or " or equivalent".

2. *INTERPRETATION*

2.1. *APPLICATION*

These Conditions of Bid govern the submission and adjudication of proposals and the acceptance by the Council of any proposal. They shall not form part of nor be interpreted or construed as forming part of any subsequent Contract as may result from the acceptance by theCouncil of any Bid received, nor shall these Conditions of Bid have any force or significance in any such subsequent Contract.

2.2. *LANGUAGE*

These Conditions of Bid shall be interpreted in the English language.

2.3. *GOVERNING LAW*

All Bids, as well as the adjudication thereof and the acceptance of any bid shall be subject to the law of the Republic of South Africa.

2.4. *SINGULAR, PLURAL AND GENDER*

In these Conditions of Bid, words importing the singular include the plural and words imparting the masculine include the feminine and neuter and vice versa where the context requires.

2.5. *HEADINGS AND SUB-TITLES*

The clause headings and sub-titles in these Conditions of Bid shall not be deemed to be part thereofnor be taken into consideration in the interpretation or construction thereof or of the Conditions of Bid.

2.6. *SCHEDULE AND FORMS TO BE COMPLETED BY THE BIDDER*

2.6.1. Bidders must complete the proposal Documents where entries by the Bidder are required, inindelible black ink, and notice must be taken that tip-ex or any other corrective measures may not be used in the document.

2.6.2. All alterations must be initialled by the authorised submitter.

2.7. AMENDMENTS TO THE BID DOCUMENTS

2.7.1. AMENDMENTS BY THE BIDDER

2.7.1.1. Bidders shall not make any unauthorised amendment or addition to any part of the text or content of the proposal Documents. If any such unauthorised amendments, alterations or additionsare made by the Bidder, these will be deemed to be of no force or significance in the Bid and will beignored in the evaluation and adjudication of the Bid.

2.7.1.2. Any point of difficulty in the interpretation of the Bid Documents must be clarified with the Council as early as possible during the Bid Period. If a query by any Bidder is found to be of significance, the Council will inform all Bidders accordingly as soon as possible.

2.7.2. AMENDMENTS BY THE EMPLOYER

2.7.2.1. The Council shall be entitled, at any time prior to the Closing of Bids, to make any variation, amendment or addition to, or omission from the Bid Documents, including to the time and date set for the Closing of Bids, by the issuing of an Addendum (or Addenda).

2.7.2.2. Any Addendum so issued shall be deemed to form part of the Bid Documents and shall be communicated in writing to all parties who have acquired the Bid Documents from the Council.
Prospective Bidders shall comply in all respects with the content of any such Addendum and failureto do so will render any Bid subsequently submitted, as invalid.

2.7.2.3. No variation by the Council of the Bid Documents will be of any force or effect unless set out in an Addendum as described above, despite the fact that a variation of or amendment to the Bid Documents may have been implied in or may reasonably be inferred from any other document issuedor statement made by the Council.

3. SIGNING OF BID

The Bid must be signed in the presence of the subscribing witnesses, by the person named in theform entitled “Authority of Signatory” in the section “Forms to be Completed by the Bidder” of the Bid Documents, as duly authorised by the Bidder to do so.

4. CONFIDENTIAL NATURE OF DOCUMENTS

The content of the Bid Documents is private and confidential and copyright in every aspect thereofremains vested in the Council. Recipients of the Bid Documents shall not be entitled to utilise theBid Documents or any part of the content thereof for any purpose whatsoever, other than for the preparation and submission of their Bid and shall, whether a Bid is submitted or otherwise, treat the details of the documents as private and confidential.

5. COSTS INCURRED BY BIDDERS

The Council will neither be responsible for nor pay for any costs whatever, incurred by any Bidder or any recipient of the Bid Documents in preparing a Bid, nor in providing any such further information pertaining to the Bid as may be required by the Council or in terms of these Conditionsof Bid.

6. ACCEPTANCE OF BID

The Council is not bound to accept any Bid or the lowest bid sum offered and reserves the right toaward in part or in whole.

7. PERIOD OF VALIDITY OF BIDS

7.1. The bids shall remain valid for a period of three (3)months or 90 days after the Closing date.

7.2. Prices must be firm during this period and not linked to any exchange rate whatsoever.

8. REPUDIATION OF BID OR INVALIDATION OF CONTRACT

8.1. If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledgeof the Bidder:

8.1.1. Has offered, promised or given a bribe or other gift or remuneration or reward to any personin connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining acontract; or

8.1.2. Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or

8.1.3. Has entered into an agreement or has made an arrangement, whether legally binding or not,with another person, firm or company to:

8.1.3.1. Refrain from bidding for this Contract; or

8.1.3.2. as to the amount of the Bid to be submitted by either party;

8.1.3.3. Except only where such other person or firm is named in the Bid as a prospective memberof an intended Joint Venture to be formed if the Bid is accepted by the Council; or

8.1.4. Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:

8.1.4.1. the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or

8.1.4.2. such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;

8.1.5. The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.

9. BIDDER'S ADDRESS FOR THE DELIVERY OF NOTICES

Each Bidder shall, indicate a place in the Republic of South Africa and specify it in the "Bidders Particulars" form, where legal process and all notices pertaining to the Bid may be delivered to him.Such address shall not be a postal box, private bag or electronic address, but shall be the address of a physical location within South Africa (e.g. street address, property/stand number or farm nameetc.).

10. ADDITIONAL INFORMATION REQUIRED

10.1. The Council may request any Bidder to clarify any aspect of its Bid and also reserves the rightto instruct a public accountant to report on the financial status of the Bidder, and the Bidder must render all reasonable assistance in such an investigation.

10.2. The additional information so obtained, as well as all written information submitted by the Bidder with and in support of its Bid, will be considered to form the basis on which the Bid has beenprepared and submitted.

11. TAXES AND LEVIES

The bidder must submit with this bid an original and valid Tax Pin from the South African RevenueServices (SARS).

12. CLEARANCE FROM MUNICIPALITIES

The contractor must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts. Bidders that are based in areas that are non-rated and no municipal services are provided to them are required to provide a letter from the municipality confirming that the area is non-rated.

13. NO ACCEPTANCE OF BIDS FROM PERSONS IN THE SERVICE OF THE STATE

13.1. No bids will be considered from persons in the service of the state

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

13.1.1.1. a member of any municipal council;

13.1.1.2. a member of any provincial legislature; or

13.1.1.3. a member of the national Assembly or the national Council of provinces;

13.1.1.4. a member of the board of directors of any municipal entity;

13.1.1.5. an official of any municipality or municipal entity;

13.1.1.6. 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);

13.1.1.7. a member of the accounting authority of any national or provincial public entity; or

13.1.1.8. an employee of Parliament or a provincial legislature.

14. SPECIAL CONDITIONS OF THE BID PROPOSAL

14.1. The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.

14.2. No proposals by any person that is not competent to enter into an agreement will be consideredand if it is established that it is the case, the contract agreement in this regard will be considered nulland void by Council.

14.3. Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.

14.4. Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competenthigher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.

14.5. Council reserves the right to accept any cost proposal in a bid submitted or part thereof and willnot be obliged to accept the lowest bid price submitted in a bid OR any cost proposal submitted.

14.6. Council reserves the right to alter quantities based on the supplied rates.

14.7. All Bids will be adjudicated in terms of the Emakhazeni Local Municipality's SCM Policy and in compliance with the criteria as set out in the Preferential Procurement Framework Act, Act No. 5 of 2000.

14.8. The successful bidder(s) must accept to make good or reimburse the Council on all damages or repairs that arise from the actions in executing this bid award.

14.9. The successful bidder(s) must accept to remove all equipment, restore the system(s) to the original state(s) at their own costs and and/or reimburse the Council in full in the event of failing to deliver as proposed in this bid.

14.10. The successful bidder(s) will at all times report to and obey the instructions of the Council's representative in relation to this bid.

14.11. Any variation to the execution in terms of this bid must be by mutual agreement by all parties concerned and served with official notices in writing.

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

T2.2 RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required (Compulsory to be completed and submitted) for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form A	Compulsory Enterprise Questionnaire
Form B	Record of Addenda to Tender Documents
Form C	Authority for Signatory
Form D	Declaration of interest
Form E	Declaration of past supply chain management practices
Form F	Declaration of good standing regarding tax
Form G	Declaration of Procurement above R10Million (Vat Included)
Form H	Declaration tenderer’s litigation history
Form I	Certificate of independent Bid determination
Form J	Declaration of Municipal Account
Form K	Preference Schedule
Form L	Financial references/ Bidder`s credit rating and bank details
Form M	Proposed Key Personnel
Form N	Schedule of Proposed Sub-Consultants
Form O	Schedule of Previous Experience
Form P	Schedule of Current Commitments
Form Q	Tenderer’s project structure
Form R	Form of Indemnity

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

NB!!!! In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise**: ……..

2. **VAT Registration number, if any**: ……..

3. **Do you have an office within EMAKHAZENI LOCAL MUNICIPALITY area of jurisdiction?**
   YES or NO

(Please tick correct response)

3.1. Street address of office: ……..

3.2. Telephone number: (not cell phone number)…….....

3.3. Fax No. :…….....

3.4. Person in charge of office on a full time basis: …….....

3.5. Number of staff in this office: …….....

4. **Particulars of shareholders and partners in the firm:**

Name	Identity Number	Personal Income Tax Number

5. **Particulars of companies and close corporations:**

Company Registration Number: …….....

Close Corporation Number: …….....

Tax reference Number: ……..

6. **Record in the service of the state:**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership of director, manager, principal stakeholder or stakeholder in a company or close corporation is currently of has been within the last 12 months in the service of any of the following:

☐ a member of any municipal council

☐ a member of any provincial legislature

☐ a member of the National Assembly or the National Council of Province

☐ a member of the board of Directors of any Municipal entity

☐ an official of any municipality or municipal entity

☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)

☐ a member of an accounting authority of any national or provincial public entity

☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following information:

Name of sole proprietor, partner, director, manager or principal stakeholder or stakeholder	Name of Institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within the last 12 months

SIGNED ON BEHALF OF THE TENDERER: .....

FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form "A2" needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: (*legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

_____

5. _____

_____

6. _____

_____

7. _____

_____

8. _____

_____

Held at _____ (*place)*

On _____ *(date)*

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the EMAKHAZENI LOCAL MUNICIPALITY in respect of the following project:

Bid / Project Number: _____**{insert number}**

A. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____*(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: _____

_____

_____ (code)

Postal Address: _____

_____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

1. ** Delete which is not applicable*
2. ***NB**. This resolution must be signed by <u>all</u> the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid*
3. *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page*
4. *Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.*

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. **For Closed Corporations**

   - CK1 or CK2 as applicable (Founding Statement)
   - Certified Copies of the ID's of the Directors

2. **For Companies**

   - A copy of the Certificate of Incorporation
   - Certified Copies of the ID's of the Directors, and
   - Registration certificate and audited Shareholders' register

3. **For Joint Venture Agreements**

   - Copy of the Joint Venture Agreement between all the parties,
   - as well as the documents in (1) or (2) of each Joint Venture member.

4. **For Partnership**

   - Copies of the ID's of the partners

5. **One person Business / Sole trader**

   - Certified Copy of ID

6. **Tax Compliance Status Pin from the South African Revenue Service**

7. **Duly Signed and dated original or copy of Authority of Signatory on company Letterhead**

8. **Central Supplier Database [CSD] Registration Report**

FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

SIGNED ON BEHALF OF THE TENDERER: .....

FORM C AUTHORITY OF SIGNATORY

Details of person responsible for tender process and duly authorized to sign all documents in connection with this Tender:

Name : _____

Contact number : _____

Office Address : _____

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents)

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*.....

Mr / Ms.....

has been duly authorized to sign all documents in connection with the Tender for: **Appointment of a professional service provider for the supply, support and maintenance of electronic traffic surveillance equipment and a contravention management system for a period of 60 months, including debt and fine-collection services for Emakhazeni Local Municipality** and any Contract which may arise there from on behalf of ……

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY .....

Pro Forma

IN HIS CAPACITY AS .....

DATE .....

NAMES OF SIGNATORY .....

.....

AS WITNESSES: 1. ……..

2. ……

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ……..., authorised signatory of the company ……, acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner: Responsible Personnel: …….....		Signature: …….. Designation: ……..
 Responsible Personnel: …….....		Signature: …….. Designation: ……..
 Responsible Personnel: …….....		Signature: …….. Designation: ……..
  Responsible Personnel: …….....		Signature: …….. Designation: ……..
  Responsible Personnel: …….....		Signature: …….. Designation: ……..

Pro-Forma

FORM D: DECLARATION OF INTEREST

MBD 4

No bid will be accepted from persons in the service of the state[1].

1 Any legal person, including persons employed by the State[1], or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- the bidder is employed by the State; and/or
- the legal person on whose behalf the bidding document is signed, has a relationshipwith persons/a person who are/is involved in the evaluation and or adjudication of thebid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved withthe evaluation and or adjudication of the bid.

2 In order to give effect to the above, the following questionnaire must be completed and submittedwith the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below

[1] *"State" means:*

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) any municipality or municipal entity;
d) any national or provincial department, national or provincial public entity or constitutional institution within themeaning 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 provincial legislature.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

_____

_____

_____

Name of person / director / trustee / shareholder/ member:

_____

Name of state institution at which you or the person connected to thebidder is employed:

_____

Position occupied in the state institution:

_____

Any other particulars:

_____

_____

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, mayresult in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

_____

_____

_____

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the statein the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

_____

_____

_____

_____

_____

2.9	Do you, or any person connected with the bidder, have any relationship(family, friend, other) with a person employed by the state and who maybe involved with the evaluation and or adjudication of this bid?	**YES / NO**
2.9.1	If so, furnish particulars: _____ _____ _____	
2.10	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	**YES / NO**
2.10.1	If so, furnish particulars: _____ _____ _____	
2.11	Do you or any of the directors / trustees / shareholders / members of thecompany have any interest in any other related companies whether or not they are bidding for this contract?	**YES / NO**
2.11.1	If so, furnish particulars: _____ _____ _____ _____	

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

Full Name	Identity Number	Personal Tax Reference Number

4. DECLARATION

I, the undersigned (name) _____

certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

_____ _____

Signature Date

_____ _____

Position Name of bidder

FORM E: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

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

2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-

a. Abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. Failed to perform on any previous contract.

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 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 National Treasury after the *audi alteram partem* rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

FORM F DECLARATION OF GOOD STANDING REGARDING TAX

The original Tax Pin must be submitted together with the bid. Failure to submit the Tax Pin will result in the invalidation of the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

MBD 2 Tax Pin Requirements

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

1. In order to meet this requirement bidder is required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM F:

- ☐ Proof of Registration with Central Supplier Database (CSD)
- ☐ SARS TAX PIN

I, THE UNDERSIGNED (FULL NAME)……

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

FORM G: DECLARATION OF PROCUREMENT ABOVE R10MILLION (VAT INCLUDED)

MBD5

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	**YES**		**NO**	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	**YES**		**NO**	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days. 2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	**YES**		**NO**	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	**YES**		**NO**	
4.1 If yes, furnish particulars				

CERTIFICATION

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

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

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			

FORM H: DECLARATION OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, and the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

SIGNED ON BEHALF OF THE TENDERER: .....

FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

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

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

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent ACCESS of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have ACCESSED the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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 Institution)

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

I certify, on behalf of: _____that:

(Name of Bidder)

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;

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

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

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[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

FORM J: MUNICIPAL UTILITY ACCOUNT

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____on behalf of

_____ hereby make a declaration as follows:
(referred to herein as “the Bidder”)

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.

2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE _____

FULL NAMES OF SIGNATORY _____

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

ATTACH AN ORIGINAL OR COPY OF MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List Account(s) registered either in the name(s) of the Director(s) and the Company on the declaration form attached hereto.
- Attach Municipal Utility account of the director(s) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company or Lessor)
- Attach Municipal Utility account of Company's registered office and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company or Lessor)
- In the event payment of Municipal services is incorporated into the lease agreement, the bidder is required to attach the municipal account in the name of the Lessor.
- Bidders that are based in areas that are non-rated, a letter from the municipality to confirm that must be attached.
- Letters from traditional councils and proof residences are not acceptable.

FORM K: PREFERENCE SCHEDULE

MBD6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

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

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of verification
2,5 points for 100% black person or people owned enterprise;		Certified Identity Documents of the owners and CSD Report
2,5 points for more than 30% woman or women shareholding or owned enterprise;		Certified Identity Documents of the owners and CSD Report
2,5 points for more than 30% youth shareholding or owned enterprise;		Certified Identity Documents of the owners and CSD Report
2,5 points for more than 30% people living with disability shareholding or owned enterprise.		CSD Report
2,5 points for enterprise regarded as EMEs located within the local area of jurisdiction;		B-BBEE Sworn Affidavit and Municipal rates from ELM, together with proof of residence
5 points for Corporate Social Investment (CSI) or Social Labour Plan proposition;		Corporate Social Investment (CSI) or Social Labour Plan
2,5 points for valid B-BBEE level 1 contribution		B-BBEE Certificate or equivalent

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: .....

.....

.....

FORM L: FINANCIAL REFERENCES

DETAILS OF BIDDERS BANKING INFORMATION

Notes to Bidder:

1. The bidder shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The bidder's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:	
ACCOUNT NAME: *(e.g. ABC Civil Construction cc)*	
ACCOUNT TYPE: *(e.g. Savings, Cheque etc)*	
ACCOUNT NO:	
ADDRESS OF BANK:	
CONTACT PERSON:	
TEL. NO. OF BANK / CONTACT:	
How long has this account been in existence:	0-6 months ☐ 7-12 months ☐ 13-24 months ☐ More than 24 months ☐ (Tick which is appropriate)

Name of Tenderer: ……

Signature: …..... Date:……..

Full name of signatory: ……..

ATTACH A COPY OF A LETTER FROM BANK NOT OLDER THAN THREE (3) MONTHS TO THIS PAGE

FORM M PROPOSED KEY PERSONNEL

Please attach CVs of the proposed key personnel.

1.Position	Contract Manager
Name	
Years of experience	
Formal qualifications	
Currently employed by tenderer (y/n)?	
Signature	
2.Position	Regional Manager
Name	
Years of experience	
Formal qualifications	
Currently employed by tenderer (y/n)?	
Signature	

SIGNED ON BEHALF OF THE TENDERER: ….....

FORM N: SCHEDULE OF PROPOSED SUB-CONTRACTORS/SUPPLIERS/CONSULTANTS

Appointment of the proposed sub-consultants is subject to approval by EMAKHAZENI LOCAL MUNICIPALITY (ELM) in accordance with ELM Supply Chain Management Policy.

NAME OF SUB-CO	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONSULTANT OR SUB-CONTRACTOR

SIGNED ON BEHALF OF THE TENDERER: ….....

FORM O SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Year(s) work executed	Reference			
			Name	Organisation	Tel no	FAX No.

SIGNED ON BEHALF OF THE TENDERER: .....

FORM P SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

1. **The tenderer shall list below all projects with which the proposed key personnel (i.e. professionally registered) are currently involved.**

2. **In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.**

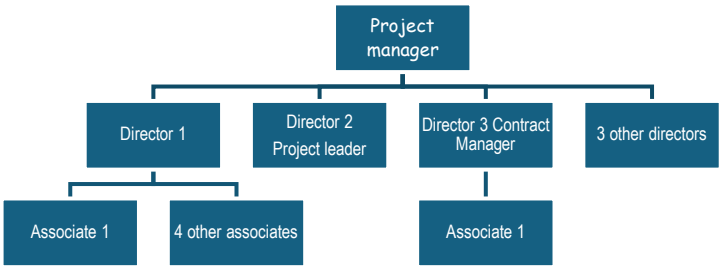
PROJECT	CLIENT	START DATE (M/Y)	DURATION (MONTHS)	VALUE OF SERVICE

SIGNED ON BEHALF OF THE TENDERER: ……

FORM Q TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. **The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.**
2. **Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.**
3. **Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.**
4. **State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA**
5. **Registered professional engineers, technicians or technologists means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.**



Head Office:	*State City/Town*
Other Offices:	*Only list number, localities not required*
Registered	
Total Employees :	
%share in JV agreement	

SIGNED ON BEHALF OF THE TENDERER: ……..

FORM R FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____

of (registered address of Company) _____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa

(hereinafter called the Contractor), represented herein by (Name of Representative) _____

_____in his capacity as (Designation) _____

of the Contractor, is duly authorized hereto by a resolution dated_____/20___,

to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated_____/20 ____, with the Emakhazeni Local Municipality who require this indemnity from the contractor.

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

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

AGREEMENT AND CONTRACT DATA

C1.1 Form of offer and acceptance

C1.2 Contract Data

C. 1.1 FORM OF OFFER AND ACCEPTANCE

PART 1: FORM OF OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: Appointment of a professional service provider for the supply, support and maintenance of electronic traffic surveillance equipment and a contravention management system for a period of 60 months, including debt and fine-collection services for Emakhazeni Local Municipality.
The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL AMOUNT INCLUSIVE OF VALUE ADDED TAX IS

…….....

..... Rand (in words); R …… (In figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Traffic Management system Provider in the Conditions of Contract identified in the Contract Data.

Signature: _____ Date:_____

Name: _____

Capacity: _____

For the Tenderer: _____

_____
(Tenderer's address)

Name &
Signature of
Witness_____ Date _____

PART 2: ACCEPTANCE *(To be completed by the Employer)*

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Provider the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Scope of work and Bill of quantities
Part C3	Pricing data

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 6 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature: _____ Date: _____

Name: _____

Capacity _____

For the Employer _____

_____
(Name and address of organisation)

Name & Signature of Witness _____ Date _____

PART C2. SCOPE OF WORK AND BILLS OF QUANTITY

C2.1 SCOPE OF WORK

The scope of this project thus to supply a minimum of:

No.	Item Description	Minimum Quantities
1.	Radar Mobile Camera	3
2.	Camera Fixed Sites	1
3.	Fixed Stop sign cameras	7
4.	Supply and maintain vehicles for each camera	3
5.	ANPR Roadblock Unit and ancillary equipment	1
6.	Handheld Devices (S341, S54, S56, AARTO, By-Law Fines, Accidents, Impound and Events). The devices will belong to the Municipality.	4
6.	Back Office – Traffic Contravention Management which includes processing of all camera violation, violations from handheld devices and handwritten notices from capture to finalisation.	1
7.	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.	1

Service Provider must:

1. Establish a fully functional back-office at the Municipality's premises and appoint suitably qualified officials to manage and operate the back-office for the full duration of the contract.
2. Supply all necessary roadblock technical equipment and provide comprehensive training to Traffic Officers on its use. Back-office officials shall manage the roadblock unit and provide the required administrative support.
3. Supply dedicated technical support staff for the duration of the contract.
4. Supply all hardware and software required for the back-office systems, including all necessary updates and maintenance for the duration of the contract.
5. Supply fully equipped roadblock units, including computers, printers, cameras and all stationery required for the printing of summonses and related enquiries.
6. Prepare and print all relevant notices from the back-office.
7. Provide a dedicated team for the serving of Section 54 summonses.
8. Manage and process all case results.
9. Supply handheld devices that are fully integrated with the Contravention Management System for the issuing of Section 341 and Section 56 notices, the serving of Section 54 summonses, and the capturing of accident reports. These devices shall remain the property of the Municipality at the end of the contract.

10. Train Traffic Officers on the correct use of all cameras and any other equipment supplied under this contract.
11. Train Traffic Officers on the operation and use of the roadblock systems.
12. Supply and operate a call centre to handle traffic fine queries, issue electronic communications, cleanse data, send bulk SMS notifications to offenders, and issue reminder notifications for the collection of fines.
13. Supply the Municipality with three (3) desktop computers, each meeting a minimum specification of an AMD Ryzen 5 processor and accompanied by a 27-inch monitor, together with one (1) AMD Ryzen 7 laptop computer. Prior to procurement and delivery, the Service Provider shall consult with the Municipality to agree on the acceptable brands and exact configurations to be supplied. These items shall remain the property of the Municipality at the end of the contract.
14. Assist the Municipality in the development of a reporting system for use by the Municipality's Traffic Officers.
15. Supply mobile radar and Automatic Number Plate Recognition (ANPR) cameras.
16. Supply fixed ANPR camera sites.
17. Assist the Municipality with the compilation of all necessary applications to the Director of Public Prosecutions (DPP) for submission by the client.
18. Provide an automatic offender website facility that enables businesses with large vehicle fleets to automatically redirect fines to the relevant drivers (proxy redirection).
19. Provide a fine payment website that enables the payment of fines via the internet and at walk-in centres, incorporating innovative solutions for revenue protection and enhancement.
20. Assist the Municipality with the migration to the AARTO system should AARTO be implemented at the Municipality.

DELIVERABLES

Mobile Tracking Radar Camera must be able to:

KEY CAPABILITIES	YES	NO
Able to operate on fully automatic mode.		
Built-in GPS / 3G / LTE.		
Remote access to the camera system using Wi-Fi and LTE.		
Wireless triggered flash for night operation.		
The ability for the officer to select the offence location based on pre-programmed sites to minimise officer errors.		
Automatic Vehicle Classification.		
Lane Identification (up to 5 lanes).		
Simultaneous Dual Direction operation.		
Global shutter 9MP colour camera or better.		
Integrated video camera able to take 5-second videos of each offence incident.		
Able to do ANPR of vehicles passing the camera during the operation.		
Robust and compact design.		
Session statistics [Max speed, 85 percentile, average speed, vehicle count, session length, highest offence speed, etcetera].		

KEY CAPABILITIES	YES	NO
Ability to browse through previous images during a session.		
Certified SANS 1795, including Part 0, 2 and 5.		
Approval of the Director Public Prosecutions:		
The camera systems shall produce evidence of each offence in full Compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information (including any amendments during contract period).		

1.1. Mobile Office/ Road-block system /ANPR system

KEY CAPABILITIES	YES	NO
ANPR (Automatic Number Plate Recognition) System that will record vehicles and highlight the vehicles with: - Outstanding fines - Summonses - Warrants - Stolen vehicles - Un-licenced or un-roadworthy vehicles - Cloned / duplicate / false number plates - Vehicles with outstanding traffic fines		
Check driver license and any unpaid fines against the driver (in cases where driver is not the vehicle owner).		
Print a list of unpaid fines, summonses, warrants as well as the value of the fines.		
Produces a digital print of scanned warrants.		
Web-viewing facilities, where offenders can view camera-related offences.		
Payment facilities; either cash or credit card or online web payments.		
Live link to NaTIS to check vehicle status such as license of roadworthy.		
Live link to NaTIS to check driver license or Pr.DP. status.		
Provide a vehicle which is secured and fitted with a drop-safe.		
Printing of receipts.		
Immediate/ live update on Traffic Contravention System.		
Roadblock system must be fully self-contained for mobile enforcement.		
Must have a fully networked data base system and Automatic Number Plate.		

KEY CAPABILITIES	YES	NO
Recognition (ANPR) camera that automatically screens all vehicles approaching the deployed system. The on-board server must be linked via appropriate connectivity for the location to regional as well as National data bases. The data derived from the ANPR camera must be screened against these data bases and vehicles matching the search criteria selected will immediately (less than 2 seconds from ANPR read) sound alarms that notify officials to intercept the vehicle. At the same time all details related to the vehicle must be available for review and Further processing.		
Typical information that must be provided includes outstanding warrants, all offences that are linked to the vehicle registration number and vehicle license status.		
Facilities must be provided for the administration of legal documents by appropriate officials as well as facilities to deal with On-line or manual payments if so required.		
The ability to produce, print and serve S54 Summonses in person on motorists by ID number		

1.2. ANPR (Provide Roadblock Bus)

KEY CAPABILITIES	YES	NO
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**		
Able to operate day and night		
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 lanes and compare these 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.		

KEY CAPABILITIES	YES	NO
Handheld summons books		
Must have the ability to laser Scanning both vehicle as well as drivers' license.		
Print NPA notices or infringements		
All system must be AARTO ready with no additional costs to the department.		
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**		
Able to operate day and night		
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 lanes and compare the 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		
All system must be AARTO ready with no additional costs to the department.		

1.3. Back Office – Traffic Contravention Management System

KEY CAPABILITIES	YES	NO
The contravention system must be built on the latest Microsoft SOL 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 (AARTO 01) - Capture Section 56 notices issued/Capture (AARTO 01 and AARTO 32). - 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 Capture / AARTO 33 - Capture unattended vehicle notices (AARTO 31). - Receive, record and process of AARTO elective options applications. (Excluding over-the-counter transactions which will be done by the Municipality).		
- Establish the interfaces necessary to allow AARTO payments to be taken via the Municipality's cash receipting system and the Municipality's third party payment agents and for such payments to be validated and recorded on the NCR in real time.		
Interface with the e-NaTIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the Service Provider system accordingly.		

KEY CAPABILITIES	YES	NO
Interface with the e-NaTIS system that allows enquiries on the ownership particulars of individual vehicles directly on the e-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.		
Manage court cases in accordance with the AARTO SOP's and in consultation with the Municipality:		
Enter into a service Level Agreement (SLA) with the South African Post Office (SAPO) for the printing and mailing of all AARTO 03 Infringement Notices on behalf of the Municipality, as well as any other bulk mailing that is required in terms of AARTO. Bidder will be responsible for all the associated AARTO postage costs.		
Facilitate the creation of the Municipality's print files on the NCR for downloading to SAPO via the prescribed online interfaces to enable SAPO to print and post infringements and other documents via registered mail, or as prescribed by AARTO SOP's.		

1.3.1. Outstanding Representation Results

KEY CAPABILITIES	YES	NO
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.		

1.3.2. **Back Office – AARTO**

The Service Provider in conjunction with municipal staff is 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) in conjunction with the municipal administrative team. The Service Provider in conjunction with municipal back office staff will process AARTO infringements as prescribed, which could be either directly on the National Road Traffic Offence Register (NRTOR), or via the service provider's own system as a front-end system. At the same time the Service Provider must conclude all non-AARTO cases on the service provider's own system.

Furthermore, the Municipality requires through the governance and certification of SAPO the bidder to provide Services in terms of the AARTO Act and such services and which entails:

1.4. Handheld devices

KEY CAPABILITIES	YES	NO
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.		

1.5. Handheld Android Smartphone ANPR Interface

KEY CAPABILITIES	YES	NO
The Traffic Department is seeking to modernise its enforcement operations by using technology. It is a requirement that the potential service provider must be able to provide the below listed.		
ANPR application compatible with any Android smartphone.		
Handheld Android Smartphone ANPR Interface.		
Every ANPR result must also be able to identify the vehicle make and colour per scan result.		

KEY CAPABILITIES	YES	NO
Positive alarms must be generated on the phone application within 2 seconds of scanning the plate.		
All scanned plates must be stored on a secure data store, accessible to the client for historical searches on any scanned plate from all ANPR Phone systems operated by the client.		
The application must have the minimum access to the following platforms.		
Direct access to NaTIS to alert on: - Plates with expired license. - Plates with expired roadworthy status. - Plates that were discontinued due to province change. - The ability to manually query a number plate (like when doing a plate query on an abandoned vehicle without number plate but a license disk)		
SAPS Stolen vehicle database, with the ability to display matches with CAS number as follows: - Station where case was reported. - Date vehicle was reported stolen. - Stolen vehicle VIN. - Stolen vehicle Engine number. - Stolen vehicle make and colour. Cloned vehicle alerts, with the ability to display matches with - The VIN that cloned plate belongs to according to NaTIS. - The Engine number that cloned plate belongs to according to NaTIS. - Vehicle make and colour that cloned plate belongs to according to NaTIS.		
A live Geographical map listing live location of all patrol vehicles operating the ANPR Phone systems;		
A live Geographical map listing live location of all positive alerts identified by patrol vehicles operating the ANPR Phone systems, including the details on every hit.		
The ability to read up to 3 plates per second.		
The ability to read plates at up to 200km/h.		
The ability to read plates day and night.		
All these functions must be demonstrated live.		

Project Implementation Timelines

For the purposes of these timelines, the "date of appointment" shall mean the date on which the Service Provider signs the official Appointment Letter issued by the Municipality.

No.	Activity / Deliverable	Timeline	Notes
1	Project Inception Meeting (Project Kick-off Meeting) and submission of a documented Roll-out Plan	Within 5 days from the date of appointment	Must be attended by the authorised signatory of the Service Provider and his/her project team
2	Progress meetings on the Roll-out Plan	Every Friday for the first 4 weeks from the date of appointment	—
3	Establishment of a fully functional Back Office within the Municipality's premises	Within 30 days from the date of appointment	—
4	Delivery of all required cameras for Speed Law Enforcement	Within 15 days from the date of appointment	—
5	Delivery of all Handheld Ticket Issuing Devices	Within 15 days from the date of appointment	—
6	Installation and operationalising of all Stop Sign Enforcement Cameras	Within 30 days from the date of appointment	—
7	Delivery of all other equipment, including the Roadblock Bus / Unit	Within 30 days from the date of appointment	—
8	Operational Meetings	Monthly	—
9	Project Steering Committee Meetings	Monthly for the first three (3) months, thereafter quarterly and as and when required by the Municipality's Project Manager	The Committee shall consist of: • The authorised signatory of the Service Provider • The Service Provider's Project Manager • Any other person the Municipality's Project Manager may deem necessary
10	Monthly Operational Report	Within two (2) working days after the end of each month	If month-end falls on a weekend or public holiday, the report is due on the next consecutive working day
11	Monthly Project Monitoring Report	Within seven (7) days after the end of each month	—

C.2.2 BILL OF QUANTITIES

FINE AMOUNTS (CRIMINAL PROCEDURES ACT)

FINE AMOUNT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
R500.00	**R**	**R**	**R**	**R**	**R**	**R**
R750.00	**R**	**R**	**R**	**R**	**R**	**R**
R1000.00	**R**	**R**	**R**	**R**	**R**	**R**
R1250.00	**R**	**R**	**R**	**R**	**R**	**R**
R1500.00	**R**	**R**	**R**	**R**	**R**	**R**
R2000.00	**R**	**R**	**R**	**R**	**R**	**R**
R2500.00	**R**	**R**	**R**	**R**	**R**	**R**
No Admission of Guilt	**R**	**R**	**R**	**R**	**R**	**R**
					SUB-TOTAL	**R**
					VAT @15%	**R**
					TOTAL	**R**

1. The offer must be inclusive of all payments to the South African Post Office Services.
2. No admission of guild fines
   – The municipality is only liable for payment in line with the court order in a case where the order is below the quoted price by the supplier.

C.3 PRICING DATA

C.3.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed in black Ink.**
6. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive and inclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
7. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of wok covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
8. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
    - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
    - Quantity (Qty): The number of units of work/service provision for each item.
    - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
    - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
    - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units..
9. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
10. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
11. The budget allocated to each activity and the total price for the activities shall not be exceeded without the prior written approval and agreement of the Client
12. The Standard Professional Services, the Contract Data, the Specifications (including the Project Specifications) shall be read in conjunction with the Schedule of Activities.
13. The Schedule of Activities comprises items covering the Service Provider's profit and costs of general liabilities and includes costs of all services.