



RUSTENBURG LOCAL MUNICIPALITY



RUSTENBURG LOCAL MUNICIPALITY

CONTRACT NO: RLM/DPS/0172/2024/25

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS

DATE

NAME OF BIDDER:

BID PRICE: (Vat Incl)

Prepared by:

**RUSTENBURG
LOCAL MUNICIPALITY
CNR BEYERS NAUDE AND MANDELA DRIVE
RUSTENBURG
014 590 3111**

BID CLOSES: 11H00

DATE: 08 May 2025



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PARTICULARS OF THE BIDDER	
NAME OF THE BIDDING OR TENDERING COMPANY	
POSTAL ADDRESS	
	<div style="width: 30%; padding: 5px;">POSTAL CODE</div> <div style="width: 70%;"></div>
STREET ADDRESS (PHICAL ADDRESS)	
	<div style="width: 30%; padding: 5px;">POSTAL CODE</div> <div style="width: 70%;"></div>
E-MAIL ADDRESS	
TELEPHONE NUMBER (TELKOM LINE)	
CIDB CRS NUMBER (IF APPLICABLE)	
CELLPHONE NUMBER	
ALTERNATE CELLPHONE NO.	
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY	
CRS NUMBER	
BID INFORMATION (TIME AND DATE OF CLOSER)	DATE: TIME:
BID PRICE (VAT INCLUSIVE)	

INDEX/TABLE OF CONTENTS



RUSTENBURG LOCAL MUNICIPALITY

DOCUMENT NAME ABBREVIATION	DOCUMENT NAME/DESCRIPTION	
BPL	BID PROCESS CRITERIA LIST	
BN	BID NOTICE	
MBD 1	INVITATION TO BID (PART A)	
MBD 3.1	PRICING SCHEDULE	
MBD 4	DECLARATION OF INTEREST	
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)	
MBD 6.1	PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS	
MBD 8	DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM	
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	
SF	SIGNATORY FORM	
GCC	GENERAL CONDITIONS OF CONTRACT	
TOF	TERMS OF REFERENCE/ BID SPECIFICATIONS	



RUSTENBURG LOCAL MUNICIPALITY

BID PROCESS CRITERIA LIST

RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

TENDERING PROCEDURES: **DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE**

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

“Unacceptable bid” means any bid which, in all respects, does not comply with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

A bid will not be acceptable if:

1. Any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. The bid document is completed using a pencil or any other colour ink. Only black ink must be used to complete the bid document. Only tick the appropriate option. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
3. The bid has not been properly signed by the designated signatory contained in the tender document.
4. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
5. The bid has been submitted after the relevant closing date and time.
6. Any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
7. Bid offers will be rejected if the bidder has abused the Rustenburg Local municipality's Supply Chain Management System.
8. Failure to complete and sign and / or disclosing of wrong information in any of the declaration forms.
9. Compulsory questionnaire must be fully completed and signed.
NB! In a case of Joint Venture separate compulsory questionnaire forms must be completed and submitted.
10. The bidder has failed in a case of Joint Venture to submit separate MBD 5 forms for each partner.
11. In the case of multi directors or joint venture, the bidder has failed to submit separate MBD 4 declaration forms for each director.
NB! If all directors have the same declarations, it is not necessary to submit different MBD 4 forms, however it is compulsory for directors to attach their details and signatures on the table provided.



RUSTENBURG LOCAL MUNICIPALITY

12. The document is completed electronically and or electronically signed.
13. Bidder is not registered with Central Supplier Database (CSD)
14. The bidder fails to attach the following documents:
 - A valid proof of payment with the relevant reference number as stipulated in the tender advertisement.
 - Required CIDB Grading Certificate where applicable.
 - The authority of signatory is not submitted (printed on bidder's letter head) if the tender is a CIDB related project.
 - The bidder failed to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
 - **Municipal rates and taxes statements of the directors**
 - ✓ Current municipal rates and taxes statement in the names of the director (from previous billable month determined by the date of tender closure) for each directors' address must be attached; or
 - ✓ Valid lease agreement of the director/s with all critical contractual obligations (i.e Lease period, use of premises, lessors' responsibilities, leases' possibilities, amounts related to the lease, address of the leased premises, signatures etc) or,
 - ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
 - ✓ If the rates and taxes account is not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are appearing on the municipal rates and taxes statement to confirm that the director resides in their property.
 - **Municipal rates and taxes statements of the company**
 - ✓ Current municipal rates and taxes statement in the name of the company (from previous billable month determined by the date of tender closure) for the company's' address must be attached; or
 - ✓ Valid lease agreement of the company (showing all critical contractual obligations (i.e Lease period, use of premises, lessors' responsibilities, leases' possibilities, amounts related to the lease, address of the leased premises, signatures etc), or
 - ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
 - ✓ If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

NB!!



RUSTENBURG LOCAL MUNICIPALITY

The company address written on the tender document, and statement submitted must be the same as the one reflecting on the CSD report

- ✓ **For procurement expected to be less than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 90 days at the time of tender closure.**
- ✓ **For procurement expected to be more than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 30 days at the time of tender closure.**

15. The bidder fails to comply with:

- Bidders must submit both a hard copy document and an electronic tender document in the form of a USB (only) which must be clearly marked with the company name. (Bidders will be disqualified for not submitting a USB containing the scanned bidding documentation)
- Bidders who use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.
- Bid documents which are not in envelopes that clearly marked with the bid number and description.
- **NB! Bidders will not be afforded a chance to rectify by either completing the tender document or submitting outstanding mandatory documents.**

VERIFICATION OF DOCUMENTS AND INFORMATION.

- Please note that by submitting this tender document, you are agreeing to the verification process of your supporting documents by the Rustenburg Local Municipality.
- Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- CIDB Grading will be verified.
- Sworn Affidavits will be accepted only if its originals submitted.



RUSTENBURG LOCAL MUNICIPALITY

BID NOTICE

RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

TENDER ADVERTISEMENT

<u>BID NO.</u>	<u>DESCRIPTION</u>	<u>DOC. FEES (NON- REFUNDABLE)</u>	<u>EVALUATION CRITERION</u>	<u>ENQUIRIES</u>	<u>COMPULSO RY BRIEFING SESSION</u>	<u>CLOSING DATE</u>
RLM/DP S/0172/2 024/25 -	Appointment of a service provider for the supply, operations, support and maintenance of traffic contravention management system, mobile digital laser speed cameras, red light cameras and anpr vehicle system for a period of thirty-six (36) months	<u>TENDER DOCUMENT AMOUNT</u> R 5 000.00 <u>REFERENCE NUMBER:</u> 0172+Company name <u>BANK NAME</u> Standard Bank <u>ACCOUNT NUMBER:</u> 033 054 657	Documents will be available on the E-tender and RLM websites respectively, 5 days after the date of advertisement. NB! Proof of deposit with proper reference as stipulated and required, must be attached with mandatory documents to be submitted	❖ Administrative evaluation (document completion and attachment of all mandatory documents as listed in the tender document) to include all necessary certifications. ❖ Functionality minimum qualifying score 75 out of a maximum of 100 points. ❖ 80/20 preferential point system (price = 80 & Specific goals = 20) NB! That no other evaluation criterion should be used.	<u>DATE:</u> 15 April 2025 <u>VENUE:</u> Public Safety Offices <u>TIME:</u> 10H00	<u>DATE:</u> 08 May 2025 <u>TIME:</u> 11H00

1. Bid documents must be in a sealed packaging clearly marked with the bid number and description, must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than the prescribed closing date, where after the bids will be opened in public at the Municipal offices.
2. All bids will be evaluated in accordance with the Supply Chain Policy of the Rustenburg Local Municipality, PPPFA 2022 and other related legislations. Bids will remain valid for 90 days.



RUSTENBURG LOCAL MUNICIPALITY

3. The lowest or any bid will not be necessarily accepted, and the municipality reserves the right to accept the whole or part of any bid. The municipality reserves the right to increase or decrease quantities as indicated in the technical specifications. A market analysis conducted will be taken into consideration to ensure right procurement and quality service delivery.
4. Tender submission must comply with the instruction note (Tender Completion and Attachment of Mandatory Documents) as well as all other additional tendering condition and requirements stated in the tender document.
5. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
 - (b) the way in which the objector or complainant's rights have been affected; and
 - (c) the remedy sought by the objector or complainant
6. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
7. Submissions which fail to adhere to all the requirements and instructions stated on this advert, E-tender advert, CIDB Website for CIDB tenders as well as the tender document will lead to disqualification.
8. Should there be any contradictions between the information on the advert and the information in the tender document, then the information on this advert will take precedence.



RUSTENBURG LOCAL MUNICIPALITY

TERMS OF REFERENCE (SPECIFICATIONS)

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RUSTENBURG LOCAL MUNICIPALITY

1. PROJECT SCOPE

The proposed services must be seamless and provide end-to-end processing tools with an on-line interface to NaTIS, the custodian system of the Administrative Adjudication of Road Traffic Offences (AARTO) infringements and demerit points in terms of the AARTO Act, Act no 46 of 1998. The Service must also make provision for offences to be prosecuted under the Criminal Procedure Act (CPA), Act no 51 of 1977 parallel to the AARTO system.

NB: THE SUCCESSFUL BIDDER IS EXPECTED TO PROVIDE ALL EQUIPMENT AND PERIPHERALS REQUIRED TO ENABLE THE SERVICES.

1.1 MAIN ACTIVITY

TRAFFIC MANAGEMENT SYSTEM (TCMS) OVERVIEW

The Provided TCMS must be able to integrate with various systems such as NATIS and other National, Provincial and Local Systems that will advance Law Enforcement activities within the Rustenburg Local Municipality. The system must have the capability to Capture, Process, Analyse (e.g. Statistical Reports, Dashboards, etc.) and Manage Law Enforcement Data

The TCMS will primarily capture all pictures, videos, citations & infringements of a physical and/or digital nature as well as provide alerts of vehicles of special interest as captured by cameras, weighbridges, handheld devices, etc. The system must provide for payment processing platforms. The system must integrate with the Municipality's Integrated Intelligent Operations Centre (I²OC). The system must produce daily return forms for officers.

All equipment used for detecting and capturing of AARTO infringements or CPA offences must comply with SANS 1795-(1-5): 2007 (as amended) or Equivalent Standards. All equipment required for this Bid must have Type Approval Certificates. All systems and equipment must conform to relevant legal prescripts, standards, and guidelines.

TCMS must comply with the prescripts and standards contained in SANS 1795 (1-5) and National Regulator Compulsory for Specifications (NRCS) and the terms and references as outlined in the National Metrology Act, Act no 9 of 2014.



RUSTENBURG LOCAL MUNICIPALITY

1.2 IMPLEMENTATION REQUIREMENTS

- All implementations must be performed by certified and registered personnel accredited by recognized institutions/bodies.
- The appointed bidder will be expected to carry out a mandatory as-is assessment/analysis of current business processes and systems.
- The TCMS must align to Rustenburg Local Municipality departmental processes.
- The TCMS must comply with Systems Development Lifecycle (SDLC).
- The TCMS architecture must also allow for scalability in line with legislative changes and requirements.
- The TCM must allow for real-time data transmission with the frontend equipment including field officers and back office.
- The TCMS is required to prioritise the Back Office functionality that relates to capturing, uploading and processing of Infringements notices, citations, summonses and court rolls and the collection of Traffic related, By-Laws, miscellaneous payments and Accident Reports and have the capability to interface with the NaTIS within three (3) months.
- The TCMS must prioritise the uploading/downloading of data from front-end equipment (e.g. Cameras and Handheld devices) and ensure business continuity.
- The TCMS must provide for Data Analytics and Alerts.
- The successful bidder is required to document and submit all system customization documents, including all changes to the Municipality during the period of the contract.
- All TCMS changes and customization must be approved by Rustenburg Local Municipality before implementation.
- In case of a new development the Municipality will retain exclusive rights and ownership of all new and old intellectual property (IP) used in the project not limited to but includes designs, documentation, data, etc.
- In case of a new development the successful Bidder must hand over to the Municipality all documents in relation to this project on completion.
- The successful bidder is required to provide the detailed System Design of the proposed solution/system(s) for the required system. The latter must be used to produce a detailed design document which have been customised to the Rustenburg Local Municipality requirements.
- All data, legacy and newly generated data during the term of this contract will remain the property of the Rustenburg Local Municipality.
- The successful Bidder will be required to sign a Non-Discloser and Confidentiality Agreement.



RUSTENBURG LOCAL MUNICIPALITY

2.1 FRONT-END EQUIPMENT

Front-end equipment includes all cameras, weigh bridges, hand-held devices, manual enforcement, speed points, books and legislated forms, breathalysers and scanners/bar code scanners. All front-end equipment must have the capability to connect to network (e.g. wireless, WAN, LAN etc.).

2.2 Cameras:

- All cameras must have Intelligent Automatic Number Plate Recognition (ANPR).
- Cameras with the latest features for Law Enforcement including but not limited to image, facial recognition capability etc.
- Average speed over distance cameras must comply with the prescripts and standards contained in SANS 1795 (1-5), the National Regulator for Compulsory Specifications (NRCS), the National Metrology Institute of South Africa (NMISA) and the terms and references as outlined in the National Metrology Act, Act no 9 of 2014.

2.3 Hand-Held Electronic Devices:

- The successful bidder must provide two (2) handheld devices from inception of the contract that complies with DPP standards. We want the selected bidder to provide us with two handheld devices from the inception of the contract to Rustenburg Local Municipality in order to obtain the necessary approval for its use from the office of the Director Public Prosecutions (DPP).
- Once approval from the DPP is obtained by Rustenburg Local Municipality, the bidder must provide minimum fifty (50) handheld devices, customized as the handheld devices as approved by DPP.
- The handheld devices must have templates of all forms in the following legislative environment:
 - ❖ AARTO forms
 - ❖ CPA forms
 - ❖ Fine schedules
 - ❖ Administrative notices
 - ❖ Compliance notice
 - ❖ Impoundment notices / forms (vehicles, goods)
 - ❖ Acts and Policies related to TCMS



RUSTENBURG LOCAL MUNICIPALITY

- The handheld devices must be able to:
- Capture/scan personal (e.g. Identification Document which includes driver's license) and vehicle information (e.g. license disc) automatically and manually
- Capture related offence information.
- Capture location details, calendar information including time, GPS, HD videos and images, record weather, etc.
- Provide a form where law officers can write notes and record voice notes
- It must have the capability to operate as a 2-way radio
- Integrate with other Radio Communication Systems, e.g. TETRA etc.
- Capture and complete Crash forms
- Capture, scan and retrieve vehicle and status information from the number plate
- Capture and upload data to back-office in real-time
- Retrieve and download from back-office in real-time
- The device must be robust, rugged, waterproof, shock resistant device
- Integrate with NaTIS (upload and retrieve data to/from NaTIS system in real-time) and other systems
- Integrate/communicate with the back-office via interface/4G/LTE/Data Card/WiFi (Minimum 4G)
- Capable of storing, updating, recalling and searching for all electronic fine schedules, charge codes and storing of legislation/regulations/By-Laws etc.
- Scan barcoded Identity Document, ID Card, Driver's License and Vehicle License other related barcodes and number plates
- The device must be equipped with a minimum of 6GB internal memory
- Device must come with (32 GB) internal storage capacity
- Device must allow for inserting a removable micro storage card (64GB)
- Take a minimum 8 mega pixels HD Pictures and Video.
- Obtain digital signatures and biometric fingerprints



RUSTENBURG LOCAL MUNICIPALITY

- Device must be able to automatically download and install required updates and other software
- Record video and sound, that must be admissible in a court of law
- Connect to an external printer and be able to print citations and notices.
- Device must be able to sync with a PC via Bluetooth or USB cable.
- Device must be equipped with a touch screen, stylus / electronic Pen and hands-free device.
- Having a rechargeable battery with minimum 8-hour operating battery life. Device must also allow for USB charging.
- Device must come with a spare battery and charger
- Having a carrier pouch
- Having a Torch facility
- Devices must allow for secure user login using password and biometric authentication

The device must be able to be:

- Tracked and located remotely by the Back Office.
- Accessed remotely by the administrator to perform certain tasks e.g. formatting, backing up of data remotely and powering on and off as well as terminating the device from the network.
- The TCMS must be compatible and integrate to the hand-held devices.
- Integrate with Portable Hand-Held Dot Matrix Printers. No. The requirement is for Portable Hand - Held Dot Matrix printers, portable thermal printers should not be utilized due the compromised lifespan of thermal paper used in portable thermal printer.
- Integrate with Mobile Office Equipment
- Be equipped with Pips camera with minimum radius of 500m

Weigh in Motion Equipment and Mobile Weigh Bridges



RUSTENBURG LOCAL MUNICIPALITY

- **Weigh in Motion Equipment and Mobile Weigh Bridges must comply with the prescripts and standards contained in SANS 1795 (1-5) and National Regulator Compulsory for Specifications (NRCS) and the terms and references as outlined in the National Metrology Act, Act no 9 of 2014**

Provision must be made for the replacement of equipment where it has been withdrawn or discontinued from the market for whatever reason. (SPECIAL CONDITION)

- Front end- equipment must provide real time feed to the back office
- Provide for real time Notification of Status of front-end equipment (peripherals), e.g. if a camera is malfunctioning that an automatic notification must be send to the Back Office. (Maintenance and support)



RUSTENBURG LOCAL MUNICIPALITY

2.4 BACK-OFFICE SYSTEM (BOS)

- The Front End-Equipment/peripherals must be able to communicate in real time with the Back Office
- The Back office must be capable of providing real time interaction with the front end-equipment such as Speed Cameras, Handheld Devices, Weighbridges, etc.
- The Services must include a Dashboard for monitoring/reporting of all front-end equipment
- Control Room for monitoring, configuring, software updating, etc. of all Cameras and Devices
- The successful bidder must provide services relating to electronic notifications and online enquiries.
- The system services must be able to integrate with solutions such as Voice Over Internet Protocol (VOIP).
- Streamlining of information between front-end equipment and the Back office System/s
- The service must provide for electronic copies (soft) of all documents including all legislated forms.
- The Services must provide for Document Management and must be able to:
 - Scan data and images:
 - Scan handwritten completed forms into an electronic format
- Provide for Online Processing methods
- Provide for Online input/online output
- Populate templates with scanned data and/or images automatically
- Manually populate templates from Infringements, Citations and Crash Forms
- Capture Data
- Quality Assurance
- Uploading
- Compile an Evidence file which will contain various documents link to the original offence/infringement and not limited to

Extraction of customised reports

- The system must be able to:
- Perform role matrix



RUSTENBURG LOCAL MUNICIPALITY

- Capture all forms related to Local Contravention Management System (LCMS)
- Adhere to Local Authority System Rules
- Provide setting up of system date rules
- Create and Manage Municipal Boundaries (e.g. Areas and Wards) and Magisterial districts
- System must generate unique ticket numbers through an Algorithm
- To categorise offenses in terms of offense categories and type.
- Create different categories and type of users
- Create and manage different categories and types of books

The proposed solution must render the following services:

- Have a search capability
- Generate Reports in different electronic formats
- Be able to generate automated reports
- Have Audit Trail
- Create Registers
- Be able to do Book Management
- Be able to do equipment management
- Submission / Receiving (Completed Notices)
- Have templates for various documents
- Be able to populate templates, not limited to, through data capturing and data generated by handheld devices.
- Allow Real-time integration between the source of data and the back office system
- System must be able to extract data from scanned documents and populate system templates. Scanned documents will have the same format/fields as system template.
- Through interfaces or integration, the System must be able to populate templates with third-party application data
- Allow for partial and full capturing.
- The services must be available uninterrupted on a 24/7 basis



RUSTENBURG LOCAL MUNICIPALITY

SYSTEM SETUP AND ADMINISTRATION

- Authority Details:
- User Admin
- Create and Maintain Law Enforcement Groups
- Setup of system users, access levels, transaction authorisation, user roles mapping:
 - ❖ *Administration Clerks*
 - ❖ *Clerks of Court*
 - ❖ *Traffic Officers*
 - ❖ *Law Enforcement Officers*
 - ❖ *Prosecutor*
 - ❖ *Cashiers*
 - ❖ *Cashier Supervisor*
 - ❖ *Process Managers*
 - ❖ *Process Servers*
- System user report e-mail groups
- Create and Maintain Court Rules, Courts & Court Numbers
- Create and Maintain Serving Areas
- Locations, Suburbs and street coding
- Create and Maintain Service Centres
- Create and Maintain Pay points, bank accounts
- Create and Maintain vote number for payments distribution



RUSTENBURG LOCAL MUNICIPALITY

- **Provide for system parameters**

- ❖ Payment/receipts
- ❖ Reports
- ❖ Representation
- ❖ Judgements
- ❖ Withdrawal reasons
- ❖ Officer errors
- ❖ Validation of notices
- ❖ Number of cases enrolled
- ❖ Prefix for the system to use when creating auto-numbered application

- **MIGRATION OF LEGACY DATA**

- ❖ The successful bidder must migrate the legacy data into the proposed system
- ❖ The back-office System will be composed of the following modules:
 - Administrative Adjudication of Road Traffic Offences (AARTO);
 - Criminal Procedures Act (CPA);
 - Crash Management Modules and;
 - Payment Systems.

- The Back Office system must have redundancy (failover site in case the primary site fails) back up or reserve system if the primary or high availability in case of system failure.
- The System must be backed-up and restored.
- The system must be equipped with a generator and an Uninterrupted Power Supply (UPS)



RUSTENBURG LOCAL MUNICIPALITY

❖ PAYMENT SYSTEMS

- ❖ The system must accept payments electronically e.g. Electronic Fund Transfers (EFT), Speed Points at Public Safety Offices, Rustenburg Local Municipality Payment Outlets (e.g. Banks, Retail Shops) be able to integrate with the Rustenburg Local Municipality systems such as listed below but not limited to it:
- ❖ **The payment module must provide for the payment for copies of accident reports linked to specific AR reference numbers and Identity numbers.**
- ❖ **The payment system services must cater for payment of the following but not limited to:**
 - By-Laws infringements
 - Special Events (e.g. Filming, Marches & Gatherings, Safety Sports and Recreation, etc.)
 - Impoundment of both perishable and non-perishable goods
 - Impoundment of Vehicles
 - Rustenburg Local Municipality Escorting Services (e.g. Escorting VIPs, Funerals, etc.)
 - Shooting range services

❖ PAYMENT MANAGEMENT

The system must provide for a payment solution that will integrate with the Municipality's Payment Solutions/Platform.

- ❖ Receive Payment
- ❖ Issue Receipts (Duplicate)
- ❖ Generate Copy of Process (Duplicate Receipt)
- ❖ Supervisor Functions
- ❖ End of Day Banking
- ❖ End of Day Balancing Reports
- ❖ Admin Receipt Reversal
- ❖ Assign Suspense Notice



RUSTENBURG LOCAL MUNICIPALITY

❖ **Payment Verification**

- ❖ System to Generate Admission of Guilt Register (Daily)
- ❖ System must allow for Copy of Process (Duplicate Receipt to be printed)
- ❖ Admission of guilt register and supporting evidence to be booked out to MCP on system and acknowledgement must be recorded on system

❖ **AARTO MODULE SERVICES**

- ❖ The system must integrate with NaTIS
- ❖ The new system must be able to seamlessly utilise the data from the existing system
- ❖ The system must cater for manual processing, with the capability to run locally (Desk Top or Laptop) in case of network failure without human intervention.
 - When the network is restored, the system must automatically update/upload the transaction on the server.
- ❖ The system must provide for efficient and effective customers services (Walk-in, Call Centre and Online for the lodging of complaints, obtaining information, status of infringements/citations and conducting queries, etc.)
- ❖ **The bidder's contact/call centre system must be able to provide for services related to the following:**
 - AARTO
 - CPA (No Admission of Guilt [NAG] ARTO Infringements, By-Law Notices, etc.)
 - Crash Management
 - Payments information and History
 - Email and SMS Reminders
- ❖ Tracing of defaulters/offenders
- ❖ Processing of infringements, offences and notices
- ❖ Law Enforcement statistic and trend analysis
- ❖ Must be able to capture data and produce reports



RUSTENBURG LOCAL MUNICIPALITY

❖ LOCAL AUTHORITY CONTRAVENTION MANAGEMENT SYSTEM (LCMS) MODULE SERVICES

- ❖ The services to be provided under the Local Authority Contravention Management System (LCMS) Module must include the following:

Offences

- Create & Maintain Offence Groups
- Create & Maintain Offence types & list
- Create & Maintain Charge Codes
- Create and maintain Admission of Guilt amounts
- Generation of charge sheets

Statutory Notices

- Generate Statutory Notices (templates)
- Services must include the integration/extraction of information/data with the following systems but not limited to the below listed:
 - NaTIS;

System Processes (Authority Rules and Parameters)

- The services must be able to provide for the following processes (Authority rules and parameters) e.g. Date Format Rules, Region and Ward Details, Warrant Cancellation, etc.



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Generate Notice Numbers, Barcodes for Documents and Court Process, which complies with the prescribe format/s and Algorithm

- ❖ Section 56
- ❖ Section 341
- ❖ Section 54 e.g. CPA 9, CPA 10, JV2 and JV3
- ❖ Assign Summons, Case and Warrant Numbers to Notice Numbers
- ❖ Statutory Notices
- ❖ General Letter (Representation Outcome, First Reminder, Notice of intent to Summons and Warrant Authorised)
- ❖ Warrant (Bench & Normal Warrant)
- ❖ Subpoenas (Witness and Evidence)



RUSTENBURG LOCAL MUNICIPALITY

Notice Management

- ❖ Notice Correction – invalid/incorrect details
- ❖ Handwritten Notice Corrections
- ❖ Administrative Error (System rules and system setup) Correction
- ❖ System Generate Document Correction
- ❖ Validate
- ❖ Raise alarm
- ❖ Verification

The system must be able to integrate with systems for Query and Resolution Management



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- **Electronic Municipal Matter Case Files (Docket)**

- ❖ System must make provision for the register of all Municipal Matters Case File
- ❖ Must assign a Municipal Court and Prosecution (MCP) investigation reference number to the matter
- ❖ Must allow for status updates and e-mail notification in respect of any status changes
- ❖ System must provide for evidence file creation, request for uploading of electronic data from out various other system and registered user.
- ❖ Provide for document tracking, e-mail requests for information directly via system.

- **Court Management**

Generate Criminal Case Registers (CCR) per Court

- ❖ Section 56
- ❖ Section 54 (Section 341)
- ❖ Section 54 (Municipal Case Docket)
- ❖ Automate the Enrolment cases on Criminal Case Register
- ❖ Assign Summons Numbers/ Case Numbers
- ❖ Allow for manual enrolment of case
- ❖ Automate enrolment of postponed/remanded case

Generate a system report with updated status of all cases enrolled for court day prior to court date, automated e-mail send to respect prosecutor and clerk of court to update the Criminal Case Register.

- ❖ System to make provision for the distribution, receipt and tracking of CCR



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- **Court Capture Judgement**

- ❖ Capturing of part J of the Control Document (Presiding Officer, Public Prosecutor Defence/Self and Interpreter)
- ❖ Reversal of judgements
- ❖ Verification of judgements
- ❖ Generate criminal case register with update judgments and information pertaining to Part J
- ❖ Allow for redirection (new offender)
- ❖ Generate a new Section 54 Summons on withdraw/reissue – linked to original case and judgement

- **AARTO (CPA) Offences**

- ❖ Section 54 Summons for an Offence in terms of the AARTO Act is: Created, printed and criminal case Registers generated and printed by NaTIS.
- ❖ System must allow for importing of Court Case AARTO Notices from NaTIS to LCMS in order to set and except fines payments imposed and record details on the application of Section 35 of the National Road Traffic Act.
 - Set Amount for No Admission of Guilt (NAG) and Section 35
 - Reversal of Set Amount for NAG and Section 35



RUSTENBURG LOCAL MUNICIPALITY

- **Warrant of Arrest (WOA) Management**

- ❖ System generate Warrant on judgement captured
- ❖ Generate Warrant Numbers
- ❖ Generate Warrant of Arrest Register
- ❖ Manual WOA Number Entry (Bench Warrants)
- ❖ System to add contempt of Court Fine to notice
- ❖ System to update status

Warrant pending

Warrant Authorised

- ❖ **System allows for scanning and uploading of Warrant & Printing of electronic copy**

- ❖ **WOA document tracking**

Book Out to & return from court

WOA Book-out to & Returned by Officer

- ❖ **WOA execution**

Execution (Payment)

Tracking of Offenders

WOA Redirections

WOA Cancellation

Representation Management

- ❖ **Representation Registration on system**

Provide for Office Representation

Written Representation (scan & upload of document)

Verbal representation



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Assign a representation reference number

Automated listing of all representation-on-representation register

❖ **Representation Decision**

Allow for capturing of a prosecutor's decision (outcome)

Scan and upload prosecutors' decision (signed and stamped document)

Provide for reduction in fine amounts on the system

System to provide for updating representation register with outcome

Generate a report indicating all outstanding representation

❖ **Alert to representation decision where no document has been uploaded**

Representation outcome letter

System to allow for reporting by means of a general letter, no reporting by general letter.

• **Summons Management**

❖ **Authorisation**

❖ **System to allow for authorisation requests on Municipal Case Docket and Section 341 Notice**

Request letter to be generated by system

Authorisation on request letter on system by prosecutor

Summons to be authorised by prosecutor on system

System to generate summons

Section 54 (Sect 341 process linked to Sect 341 Notice Number)

Municipal Matters Dockets

Generate a Notice Number

Create bulk and individual summonses



RUSTENBURG LOCAL MUNICIPALITY

Assign Summons number

Generate a Barcode for tracking (Notice Number)

Book summons out to and back from Clerk of Court for Issuing

Generate summons issuing register

Book summons out to Summons Distribution

Generate summons distribution register (MCP to Rustenburg Local Municipality)

Rustenburg Local Municipality to acknowledge receipt on system

Summons Distribution

❖ Distribution

Book summons out to process server

Generate register for distribution to process server

❖ Return of Service

Upon return of summons record outcome on system

- (a) Summons Served
- (b) Offender Untraceable

❖ Generate registers for

- (a) Summons Served
- (b) Untraceable
- (c) Overdue Summonses
- (d) Book registers with documentation out to MCP
- (e) MCP to acknowledge receipt on system

❖ Return of Service

- (a) Return of Service to be captured on the System
- (b) System to enrol case in criminal case register



RUSTENBURG LOCAL MUNICIPALITY

❖ Admission of Guilt Register

- (a) Book out to and back from clerk of court
- (b) Update case judgement if required
- (c) Update Criminal case Register
- (d) System must allow for a refund request to be completed and evidence documentation upload to the system
- (e) Book out to Rustenburg Local Municipality for record keeping purposes and audits.

• Printers and Print Management

- ❖ Bidders must provide bulk specialised printers (e.g. dot matrix printers) for Rustenburg Local Municipality mobile offices/busses (i.e. roadside check points) for printing of Statutory Notices, Summonses, Warrants, General Letters and all required registers.

❖ The Bidders must provide printers that must be able to:

- Create batch files for printing
- Print according to automated printing rules Schedule for Printing of statutory Notices, Summons, Warrants, General Letters and all required registers
- Print individual notices/documents within a batches created
- Automated printing must allow for search function and removal or cancellation of printing for individual documents within a batch
- Recall and Reprint any document
- Detect duplicate printing and warn user that document has been printed
- Update status on cases in respect of printing of any documents related to the case history (e.g. Warrant printed date, Summons printed date)
- Provide for printing of only one original receipt of payment, any second or more copy must be noted with an endorsement in the event of a cashier (reprint) and must be authorised by a Cashier Supervisor.
- Reprint payment receipts for Admission of Guilt registers must be endorsed with the words "Copy of Process.

❖ CRASH MANAGEMENT MODULE SERVICES

The services to be provided under the Crash Management Module must include the following:



RUSTENBURG LOCAL MUNICIPALITY

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



RUSTENBURG LOCAL MUNICIPALITY

- **Crash Types**

- ❖ The Crash Management Service must make provision for different types of accidents to be recorded and be updated as details of the crash develop:
 - No Injury
 - Slight Injury
 - Serious Injury (Affidavit is required)
 - Fatal
- ❖ Must allow for status change keeping the previous status, updates must not affect or overwrite original data.
- ❖ Provide for unique alphanumeric numbering, which should include the crash date, e.g. 000001/04/2025.
- ❖ The Bidders' System must allow for the inclusion of additional forms/affidavit as vehicles and fatalities increases per crash.
- ❖ Provide for exclusion for payment of copies of Accident Report (AR) Forms (e.g. SAPS, NPA, etc.)
- ❖ System must allow for request and receipt of electronic AR subject to payments and personal information verification.
- ❖ System must provide for Protection of Personal Information Act (POPI) compliance. Provide for security measures to ensure that personal information is protected. (Terms and Conditions)

- ❖ **IMPOUNDMENT MANAGEMENT SYSTEM SERVICE**

- ❖ The system services must:
 - Provide for both impoundment and seizure exercised in terms of the National, Provincial and Local government Legislation.
 - Make provision for Law Enforcement activities for the impoundment of vehicles, perishable and non-perishable goods.
 - Make provision for the impoundment, seizure enforcement, management of the goods and vehicles at the different pounds including the processes and documentation thereof.
 - Provide for comprehensive management of all impoundment and seizures.
 - Allow for the manual and electronic completion of the impoundment and seizures Forms.
 - Generate a unique reference number, which must include the date of impoundment of vehicles, and both perishable and non-perishable goods.
 - Make provision for images of impounded vehicles and goods to be uploaded onto the system.



RUSTENBURG LOCAL MUNICIPALITY

❖ The handheld device in relation to impoundment and seizures:

- Must automatically detect and populate fields related to location or GPS coordinates. The device must prompt officers to confirm the exact location
- Must scan barcodes not limited to the impoundment and seizures report form, Driver's License and Motor vehicle License and should automatically populate the required fields on the impoundment and seizure forms.
- Provide tab for officers to verify and update offender's information, e.g. contact details, address, etc. and retain the legacy information.
- Must integrate with NaTIS
- The system must automatically record the Officer details.
- Provide for system capabilities for system administrators to register users utilising the handheld device.
- Replicate the impoundment and seizure report form electronically and provide dropdown menus for the different sections of the forms.
- The electronic forms must cater for all the fields provided for but not limited to the impoundment and seizures report forms.
- The system must generate unique impoundment, seizure, Lot/Investigation numbers, which must automatically link to infringement and/or citation numbers or SAPS Case numbers.
- The Bidder's system must generate interactive reports and dashboards.
- Handheld device in relation to impoundment/seizures must be able to issue infringement/citation impoundment notices and impounded goods receipts.
- The electronic forms must provide for all the fields provided for but not limited to the impoundment and seizure report forms.



RUSTENBURG LOCAL MUNICIPALITY

❖ EVENTS MANAGEMENT MODULE SERVICES

The system services must:

- ❖ Provide for comprehensive management of all events i.e. the application of the event, the approval or non-approval and confirmation of payment as well as conditions imposed on the event.
- ❖ The system services must allow for the manual and electronic completion of events management Forms.
- ❖ This system services that must be enabled on the handheld device are as follows:
 - Must automatically detect and populate fields related to location or GPS coordinates. The device must prompt officers to confirm the exact location
 - Provide tab for officers to verify and update event organisers' details, e.g. contact details, address, location of event, etc. and retain the legacy information.
 - Provider for details pertaining to the number of vehicles, drivers, number of participants/attendees, etc.
 - The system must automatically record the details of the Officer who will be considering the application of the event.
 - Provide for system capabilities for system administrators to register users utilising the handheld device/s.
 - Replicate the event application form electronically and provide dropdown menus for the different sections of the forms.
 - Provide for on-display drawings.
 - The electronic forms must cater for all the fields provided for but not limited to the events application forms.



RUSTENBURG LOCAL MUNICIPALITY

❖ **CRIME PREVENTION SERVICES**

Must be able to provide the following services but not limited to:

- ❖ Capture arrest throughout the **RLM** Area
- ❖ Provide for an offender Database
- ❖ Migrate legacy data and fields
- ❖ Provision of arresting forms electronically
- ❖ Report on arrests
- ❖ Update cases with outcome of court cases

❖ **MANDATORY TRAINING BY SERVICE PROVIDER**

- Knowledge and Skills Transferal (Technical and Operational). Provision of suitably qualified and experienced trainers. The service provider will be required to train identified personnel on the system and equipment;
- It is required that the successful service provider train the Municipality's officials in the use of equipment and devices, to operate the system, after successful completion of training, officials must be provided with certificates of competency.
- The Service Provider in conjunction with the Municipality's Management must ensure that officials' competencies remain current.
- Training of the Municipality's officials must be linked with the training schedule/plan which the bidder must provide
- Cost associated with the training provided by **Original Equipment Manufacturer** 's (OEM) or third parties must be borne by the successful Service Provider/s.
- The Service Provider must produce electronic and physical training manuals. (The system must include hints/tips/help menu and user manuals)
- All training must be supervised by the successful Bidder.

❖ **WITNESS EXPERT SERVICES**

The Service Provider must provide Technical Specialists (Technically qualified and experienced professional) who will provide expert evidence relating to the technicalities and compliance of related prescripts at the cost of the Service Provider.



RUSTENBURG LOCAL MUNICIPALITY

❖ REPAIR, SUPPORT AND MAINTENANCE

The Service Provider must repair, support and maintain all equipment and software.

❖ VERIFICATION (CALIBRATION) OF EQUIPMENT

The Service Provider must ensure that all equipment are verified (calibrated) at the prescribed intervals by a SANAS accredited individuals/institutions. Provide verification (calibration) certificates and maintain records of equipment calibration.



RUSTENBURG LOCAL MUNICIPALITY

❖ **CENTRAL DATABASE REPOSITORY (CDR)**

The proposed solution must provide for a centralised database repository that may be accessed by various modules and users in various units, directorates, departments and various offices e.g. prosecutors based at courts.

- Must be able to provide the following services but not limited to:
 - ❖ Capture arrest throughout the Rustenburg Local Municipality Area
 - ❖ Provide for an offender Database
 - ❖ Migrate legacy data and fields
 - ❖ Provision of arresting forms electronically
 - ❖ Report on arrests
 - ❖ Update cases with outcome of court cases
 - ❖ The CDR must be available at all times (24/7 on a 365 day basis)

❖ **HARDWARE AND SOFTWARE REQUIREMENTS**

- The service provider is required to provide the following but not limited to the list below:
 - ❖ Servers
 - ❖ Cameras
 - Fixed ANPR Cameras
 - Mobile ANPR Cameras
 - PIPS Cameras or equivalent cameras or an updated version of it.
 - ❖ Specialised Printers
 - ❖ Network
 - The Rustenburg Local Municipality will provide the necessary computers that its users will be utilising to perform a function on behalf of the Municipality. The Service provider must provide all hardware that its employees will use.
 - All equipment, software and peripherals provided by the services provider to render this service must be properly insured, maintained and supported by the service provider with no cost to the Municipality.
 - The installation and configurations for this service will remain the responsibility of the service provider.



RUSTENBURG LOCAL MUNICIPALITY

- To ensure uninterrupted Law-Enforcement, all faulty equipment must be replaced or repaired within turnaround time of four (4) hours. The service provider is therefore expected to maintain an acceptable level of spares for the equipment.

NB The Municipality is procuring a service, therefore the service provider is expected to provide detailed and holistic costing of the service/s.

The service provider is liable for the maintenance and renewal of all Licenses, Warrantees and Guarantees for the software and equipment that the service provider will provide for the rendering of the required service.

❖ **FRONT-END EQUIPMENT AND OPERATIONS SUPPORT SERVICES**

Provision, operation [excluding any law enforcement activities], maintenance and support of law enforcement equipment and capturing systems and the initial infringement processing, including but not limited to video-based speed, average speed, stop-sign, barrier-line, yellow-lane driving and red-light enforcement equipment with on-board ANPR including mobile ANPR, support equipment such as hand-held electronic ticket books, installation of systems, the post-processing systems.

Provision of equipment and installation and maintenance for roadside tracing services, including but not limited to the provision of customer service vehicles providing a full on-line (real time) service, automatic number plate recognition systems, and all related support equipment as specified.

CAMERA REQUIREMENTS

- ❖ The Rustenburg Local Municipality requires the following types of cameras:
 - Mobile ANPR Intelligent IP Cameras
 - Fixed IP Cameras
 - Mobile Road Side Check point Cameras (Roadblock Vehicles)
- ❖ Minimum Technical Requirement for the ANPR Cameras

Multifunctional Road Safety Law Enforcement IP, Fixed, Average Speed over Distance and Mobile ANPR



RUSTENBURG LOCAL MUNICIPALITY

- The system shall use an IP video camera as the primary image capture device with the following minimum capabilities:
 - ❖ **Image capture sensor, size of 1 inch or greater at a resolution at a minimum of 6M pixels.**
 - ❖ **Video resolution of a minimum of 720p HD/1080p HD, using MPEG-2 compression, or similar, for video-clips of each and every infringement captured**
 - Minimum of 5 second video buffer for each and every infringement (red-light, speed and combination infringements, and additional charges where relevant such as barrier line non-compliance) is captured
 - In accordance with SANS 1795 (1-5):2007 or equivalent requirements the date, time and location shall be embedded in every video file which is encrypted
 - Real time on-board ANPR function capturing all legitimate number plates under ideal conditions and comparing in real time against a vehicle wanted list and providing operator alerts
 - Photographs and/or digital images as required by Technical Committee for Speed Measuring Equipment and Traffic Light Violations Monitoring (TCSP) guidelines shall be provided with each infringement. The vehicle and number plate shall be clearly recognizable.
 - All images for court purpose evidence must be provided in colour.
- a) The system shall have the following automatic modes of enforcement:**
- Non-intrusive video-based speed enforcement
 - Non-intrusive video based red-light enforcement with video-based non-intrusive red-light phase detection for the Radar requirement
 - Non-intrusive vehicle classification-based speed (video) enforcement for the Radar and Laser requirement, including public transport vehicles
 - Built in point-to-point video based average speed enforcement via the integrated back-office function with built in real time ANPR
 - Stop line enforcement with speed and video evidence
 - Non-intrusive video-based barrier line, channelizing line, painted island and yellow emergency and designated lane driving enforcement



RUSTENBURG LOCAL MUNICIPALITY

- The cameras must be able to record the date, time, location, speed, number plate and vehicle.
- The South African 24-hour date time format will apply.
- The fixed IP cameras must be capable of doing traffic counts
- The IP Cameras must cover multiple lanes, where deployed.
- All IP Cameras must be able to operate in day & night and under all weather conditions.
- All cameras must have a minimum 6 year life span
- All Cameras must be able to communicate directly to the Back Office System (BOS) via, e.g. WiFi, 3G/4G/LTE, Fibre Optics, etc.
- Have minimum 256GB SD Card Slot
- All cameras must be able to take a picture of the number plate (infra-red) as well as take a picture of the overall scene (colour).
- 6-year maintenance and support including Calibration
- All Speed Enforcement Cameras must have the following minimum requirements:
 - i. Processor: minimum intel(R) Core(TM) i7-3612QE Quad-Core CPU @ 2.10GHz or better
 - ii. Memory: minimum 8GB RAM or better
 - iii. Storage: minimum 500GB (or greater capacity Solid-State hard drive
 - iv. High definition Colour Pictures and Videos
 - v. Speed, Bus Lane, Cycle Lane, Red Light and Designated Lanes
 - vi. Comply with SANS 1795(1-5):2007 standards.
 - vii. Conform to the requirements of the TCSP guidelines



RUSTENBURG LOCAL MUNICIPALITY

❖ *Hand-Held Electronic Device Requirements*

The system that is required must be enabled to integrate with hand-held devices that will be rolled out by RTMC.

Auditable:

- Full Audit Schema recording all User/ System Actions, with Time stamp
- Full Auditable History associated with any Infringement processed through the system
- Audit Reporting in line with defined standards and guidelines
- Must have System Audit Log

❖ **WEIGHBRIDGES (FIXED & MOBILE) REQUIREMENTS**

The system that is required must be enabled to integrate with weighbridges (fixed and mobile), which is installed at Public Safety and that will be rolled out by RTMC.

❖ **CENTRAL PROCESSING SYSTEM OR BACK-OFFICE SYSTEM (BOS)**

The Central Processing System Or Back Office System (BOS) must provide for the, operation, maintenance and support of infringement and traffic management software system, including but not limited to software which provides a centralized database for all infringement records including primary photographic and video evidence, all road traffic crash records, all law enforcement activity records, local contravention management system for the processing of by-law citations including all court and payment processes and all associated customer service transaction processing and the interface to NaTIS, front-end systems and road-side systems.

Provision, operation, maintenance, and support of an electronic payment portal for the dedicated payment of all infringement notices, by-laws citations and all other miscellaneous payments to the Rustenburg Local Municipality and all associated operational support.

The back-office systems required must be able to securely integrate and interface with other systems, both internally and externally. The system must enable officials to perform all their duties as expected by National, Provincial and Local Government legislative prescripts governing Law Enforcement as well as the Rustenburg Local Municipality's policies and procedures any other related directives including the Municipality's Internet Protocols, IT Security and Network requirements.



RUSTENBURG LOCAL MUNICIPALITY

❖ ***OTHER REQUIRED SYSTEM CAPABILITIES***

The system must be able to:



RUSTENBURG LOCAL MUNICIPALITY

- Provide for the software ability to scan barcodes, on books, any other documentation, and interface with all handheld devices, cameras, and equipment.
- Provide for biometric capabilities linked to users
- Provide the capabilities of being upgraded or enhanced to accommodate for current and future services/activities with limited financial outlays within timeframes that will not result in major systems down time.
- Provide capability of securely integrating with other web-based applications
- Integrate with other payment systems, i.e. Pay Municipality, Easy Pay, etc. on a real time basis.
- Accept cashless admission of guilt, miscellaneous and infringement payments.
- Have Web Interface and Portal capabilities
- Be secured against hacking
- Adhere to the Rustenburg Local Municipality's ICT Standards, Policies and Procedures
- Comply with all ICT Standards and Protocols (Local and International)
- Capture and analyse data (e.g. Crashes, Citations, etc.) as well as reporting thereof.
- Make provisions for operating system upgrades and be compatible with all Operating Systems
- Integrate with other Radio Communication Systems, e.g. TETRA etc.
- The database utilised must be compatible with the Municipality's Database e.g. Sequel (SQL) Database
- All data captured and collected during and after the contract is the property of the Municipality and must be readable and usable to the Municipality beyond the expiry of the Contract.
- The system that the service provider will utilise to render the service to the Municipality must
- Comply with the provisions of the Protection of Personal Information Act (POPI Act)
- The successful service provider must ensure that data and the system is secured.
- The Service Provider will be held liable for any and all security related breaches during and post the contract period.
- All data captured must be synchronised to the Municipality provided Server (secondary server) on a real time basis.
- The secondary server on which the data will be synchronised must be hosted at the Municipality Facilities.
- The Primary Server that will be storing all Municipality data/information must be hard-formatted/hard-reset at the end of the contract.
- The Service Provider must maintain the secondary Municipality Server and data/information.
- The secondary server must be connected to the service provider's network at the Municipality facilities.
- Be capable of being backed-up (automatic and manual)
- Prevent it from having hard coded passwords



RUSTENBURG LOCAL MUNICIPALITY

- Support Standard, Automated and Generate customised reports including mapping and graphs (User Defined).
- Integrate with Call Centre systems
- Do real-time validation of information from different systems
- Integrate with Speed Law Enforcement Cameras and any other law enforcement equipment.
- Include a 3-year maintenance and support functionality, not limited to software upgrades and development
- Back-office Personnel Performance/ Productivity Reports (Daily Capturing, Monthly Processing, Officer Performance, Activity Reports, etc.)
- Camera Performance, officer productivity and location reports.
- Location Based (infringement as well as general statistics, e.g. Vehicles checked, infringement rate average speed, etc.)
- Transaction and Processes Status Tracking
- System Audit Logs
- Alerts (e.g. Cases to expire)
- Deployable in Rustenburg Local Municipality mobile offices (Minimum of 6 Busses), any other Municipality office and Courts
- Installable in Rustenburg Local Municipality (IP, ANPR equipment and software) Patrol Vehicles (Minimum of 12 Patrol Vehicles).
- **Auditable:**
 - i. Full Audit Schema recording all User/ System Actions, with Time stamp
 - ii. Full Auditable History associated with all administrative processes, processed through the system
 - iii. Audit Reporting in line with defined standards, guidelines and legislative prescriptions.
 - iv. Must have System Audit Logs

❖ **VOSI AND POSI GENERATION**

- Provide the ability for an Automated or Manual generation of a VOSI (Vehicle of Special Interest) and POSI (Person/s of Special Interest) to be used for Mobile Enforcement.

❖ **MANAGEMENT OF LAW ENFORCEMENT EQUIPMENT, DEVICES, STATIONERY, ETC. (SERVICES OR MODULES)**

The system must be able to provide for the following services/modules and not limited to:



RUSTENBURG LOCAL MUNICIPALITY

- Creation of Users (Profiles) with different levels of access and performing different activities.
- Issuing of law enforcement equipment, devices, stationery, etc.
- Receiving all notices and citations
- Data Capturing
- Infringement notices and citations
- All other administrative notices and directives issued (impounding, admin) etc.
- Printing
- Re-Issuing/Nomination, Representation, Election to be tried in Court etc.
- Checking (Data validation) and tracing of offenders
- Cashiers
- Payment verification
- Refunds
- Compounding Notices
- Admission of guilt and miscellaneous payments
- Receipts printed in duplicate with watermark
- Generate Section 54 summonses for Municipal matter prosecutions (J175)
- Summons Distribution and tracking
- Warrants distribution and tracking
- Court Process
- Electronic Record Keeping (uploading and scanning of all documentation and evidence)
- Call Centre
- GIS (geographic information system)
- Crash management module

ANPR CAMERAS REQUIRED

The following minimum number of ANPR cameras are required to satisfy Rustenburg Local Municipality's traffic law enforcement operations:

No1	Description of ANPR camera required	Quantities required
2	Fixed cameras Combined Speed and Red-Light Enforcement Cameras	3
3	Mobile cameras	2



RUSTENBURG LOCAL MUNICIPALITY

4	Integration with current Traffic Contravention Back-Office System for Section 341 camera images upload, annual license	1
5	Mobile Tracing ANPR cameras fitted into patrol vehicles	2
6	Mobile Tracking ANPR cameras used at Roadblocks/ Roadside	2

Four areas to be staffed by the Prospective Service Provider are as follows:

- a) Help Desk
- b) Data Capturing
- c) Crash Capturing
- d) Call Centre

The Service Provider must ensure that they employ suitably qualified employees

Disclaimer

After award, upon supply of the equipment, the award will be reversed if the bidder/s supplies equipment that does not comply with the stipulated specification and SANS 1795-4: 2007 standard (as amended).



RUSTENBURG LOCAL MUNICIPALITY

2. FUNCTIONALITY CRITERIA

- (a) All bids must first meet all the submission requirements to be considered for evaluation
- (b) First evaluation phase will be functionality where bids must obtain a minimum threshold of 70% points to be considered for second evaluation phase.
- (c) Second evaluation phase is an 80/20 price preference point system. In this phase all bidders who achieved the minimum threshold will be on equal footing during this evaluation phase.

Should the Bidder supply equipment that is not as per the specification, such equipment will be replaced at the bidder's cost

❖ EXPERTISE REQUIREMENTS

- ❖ All personnel must have the minimum certifications in their field of expertise and have a minimum of three (3) years' working experience in the relevant field.
- ❖ Project manager must have a project management qualification. With minimum of three (3) relevant projects rolled out successfully.
- ❖ A company who have successfully completed a minimum of three (3) projects in Municipal Law Enforcement in each of the following:
 - Traffic Management;
 - By-Law Enforcement;
 - Speed Prosecutions;
 - Court processes;
 - Crash Management and
 - Local Contravention Management System (LCMS)



RUSTENBURG LOCAL MUNICIPALITY

- ❖ All bidders must demonstrate a full understanding of the services that is required in relation to the required modules i.e. Administrative Adjudication of Road Traffic Offences (AARTO), Criminal Procedures Act (CPA), Crash Management Modules and Payment Systems and processes in a process flow in line with the legislative prescripts.
 - All bidders must comply with the following:
 - ❖ National Regulator for Compulsory Specifications (NRCS) – Type Approval Certificate (For All Types of Cameras)
 - ❖ National Metrology Institute of South Africa (NMISA) – Verification Certificate (Calibration)
 - ❖ South African Bureau of Standards (SABS) SANS 1795 (1-5) Certificate of Compliance
 - ❖ Certified copies of OEM ICASA License Certificates for the following equipment:
 - ANPR Cameras (Fixed, Mobile and Vehicle mounted)
 - Computers and Network devices



RUSTENBURG LOCAL MUNICIPALITY

FUNCTIONALITY

RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

FUNCTIONALITY

3. FUNCTIONALITY CRITERIA

- (d) All bids must first meet all the submission requirements to be considered for evaluation
- (e) First evaluation phase will be functionality where bids must obtain a minimum threshold of 75 points to be considered for second evaluation phase.
- (f) Second evaluation phase is an 80/20 price preference point system. In this phase all bidders who achieved the minimum threshold will be on equal footing during this evaluation phase.

Values: non-submission/ less=0, 1 = Poor, 3 =Good, 5 = Excellent

ITEM	CRITERIA	WEIGHT	VALUE	SCORE	VERIFICATION METHOD
Company experience		25			
1.1	Company experience: Bidders must have delivered projects relating to Municipal Law Enforcement (Traffic Management, By-Law Enforcement and Crime Prevention), Speed Prosecutions, Crash Management and Court processes.			The bidder must attach appointment letter and reference letters/ completion certificates	
	6 Appointment and reference letters per project and above (Value= 5)				
	5 Appointment and reference letters per project (Value = 3)				
	3 - 4 Appointment and reference letters per project (Value = 1)				
	2 or less Appointment and reference letters per project (Value = 0)				
2. Key Personnel					
2.1	Technical Personnel (Registered with relevant body to conduct the IT services)	12.5		Attach a comprehensive CV with clear experience in Traffic Management systems. (not more than 4 pages)	
	7 Years' and above experience (Value = 5)				



RUSTENBURG LOCAL MUNICIPALITY

	5 – 6 Years' experience (Value = 3)				
	3 – 4 Years' experience (Value = 1)				
	2 Years' or less experience (Value = 0)				
2.1.1 Technical Personnel Qualification		12.5		Attach certified copies of qualifications (minimum NQF level 5) in Information Technology or System Administration	
	Attached (Value = 5)				
	Did not attach (Value = 0)				
2.2 Technical Personnel (Registered)		12.5		Attach a comprehensive CV with clear experience in software development and system administration. (not more than 4 pages)	
	7 Years' and above experience (Value = 5)				
	5 – 6 Years' experience (Value = 3)				
	3 – 4 Years' experience (Value = 1)				
	2 Years' or less experience (Value = 0)				
2.2.1 Technical		12.5		Attach certified copies of qualifications (minimum NQF level 5) in IT Technology	
	Attached (Value = 5)				
	Did not attach (Value = 0)				
2.3 Project Manager with traffic management contravention system experience		12.5		Attach a comprehensive CV with clear experience (not more than 4 pages)	
	7 Years' and above experience (Value = 5)				
	5 – 6 Years' experience (Value = 3)				
	3 – 4 Years' experience (Value = 1)				
	2 Years' or less experience (Value = 0)				
2.3.1 Contracts Manager Qualification		12.5		Attach certified copies of qualifications (minimum NQF level 7) in IT Technology and registered with either Institute of Chartered IT Professionals (ICITP) or the Institute of	



RUSTENBURG LOCAL MUNICIPALITY

				Information Technology Professionals South Africa (IITPSA).	
	Attached (Value = 5)				
	Did not attach (Value = 0)				
TOTAL		100			



RUSTENBURG LOCAL MUNICIPALITY

AUTHORITY FOR SIGNATORY

RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

SIGNATORY AUTHORISATION

(TO BE COMPLETED BY THE BIDDER)

I/We the undersigned, am/are authorized to enter into this contract on behalf of

(Name of Firm)

By resolution taken at a meeting held on the day of (month).....2025 resolved to authorise

..... holder of ID number to sign all the documents on
behalf of the company.

Print name of authorised representative:

Signature:



RUSTENBURG LOCAL MUNICIPALITY

NAME AND SURNAME OF THE DIRECTORS	SIGNATURE

PLEASE NOTE: Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the bid/tender liable to rejection.



RUSTENBURG LOCAL MUNICIPALITY

INVITATION TO BID

RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

**PART A
MBD 1**

INVITATION TO BID

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

BID NUMBER:	RLM/DPS/0172/2024/25	CLOSING DATE:	08 May 2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
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:

RUSTENBURG LOCAL MUNICIPALITY

MISSIONARY MPHENI HOUSE

CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG

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:	



RUSTENBURG LOCAL MUNICIPALITY

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr. C. Mokale
CONTACT PERSON	Ms. O. Pelesi	TELEPHONE NUMBER	014 590 3124
TELEPHONE NUMBER	014 590 3148	E-MAIL ADDRESS	cmokale@rustenburg.gov.za
E-MAIL ADDRESS	opelesi@rustenburg.gov.za		



RUSTENBURG LOCAL MUNICIPALITY

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, COMPLETED WITH A BLACK PEN
- 1.3. **THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 **BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.**
- 2.2 **BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.**
- 2.3 **APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.**
- 2.4 **FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.**
- 2.5 **BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.**
- 2.6 **IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.**
- 2.7 **WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.**

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS: (BIDDER MAY NOT BE DISQUALIFIED ON THIS PART IF INDICATED THAT THEY ARE NOT FOREIGN BASED SUPPLIER)

- 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 WILL 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:

.....



RUSTENBURG LOCAL MUNICIPALITY

MBD 3.1 PRICING SCHEDULE

RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

**PART A
MBD 3.1**

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

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

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

Name of bidder.....	Bid number.....
Closing Time	Closing date...

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- | | | |
|---|--|--------------------------|
| - | Required by: | |
| - | At: | |
| | | |
| - | Brand and model | |
| - | Country of origin | |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | |
| - | Period required for delivery | |
| | | *Delivery: Firm/not firm |
| - | Delivery basis | |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.



RUSTENBURG LOCAL MUNICIPALITY

PRICING SCHEDULE

RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

PRICING SCHEDULE

Item	Description of Service Required as per Specification	Monthly Service Fee per Unit	Estimated Required Quantity	Total Service Fee Per Month	Total Service Fee For Year 1	Total Service Fee For Year 2	Total Service Fee For Year 3	Total Service for 36 Months
1	Back Office including the Call Centre Operations, activation and usage		1					
2	Provision usage of Mobile ANPR Camera, including all fittings and peripheral equipment, flashes, battery and tripod.		2					
3	Installation, activation and usage of Fixed Speed and Red-Light Enforcement ANPR Camera including all fittings and peripheral equipment, flashes, battery and tripod for		6					



RUSTENBURG LOCAL MUNICIPALITY

	plinth mounted installation, including installation, building the plinth, providing the fixed housing with tamper alarms and locks.							
4	Fitting and usage of Mobile Tracing ANPR Cameras used at Roadblocks/Roadside Checks including all fittings and peripheral equipment, flashes, battery and tripod.		2					
5	Fitting and activation of Mobile Tracing ANPR Camera (Fitted into patrol vehicles) including all fittings, installation and peripheral		2					



RUSTENBURG LOCAL MUNICIPALITY

	equipment such as flashes and battery.							
6	Utilisation of Network at the various sites		1					
7	Usage for the online Payment Platform		1					
8	Usage of Payment Platform at Point of Sale at Walk in Centre		1					
9	Hand-Held Devices		60					
10	Bulk Specialised Printer (Dot Matrix Printer)		2					
11	Printers for Road Side Check Point Busses		4					
12	Lap-Top Computers (Solution Specific: Minimum 500 GB, 8GB RAM, 14 inch Monitor, i5 Core)		10					
13	Total Yearly Service Fee							
14	Total Cost for 36 Months/ 3 Years							



RUSTENBURG LOCAL MUNICIPALITY

MBD 4

DECLARATION OF INTEREST

**(IN CASE OF MULTI DIRECTORS OR JOINT VENTURE,
BIDDERS MUST SUBMIT SEPARATE MBD 4 DECLARATION
FORMS FOR EACH DIRECTOR)**

**RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE
PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND
MAINTENANCE OF TRAFFIC CONTRAVENTION
MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED
CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE
SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS**



RUSTENBURG LOCAL MUNICIPALITY

MBD 4: DECLARATION OF INTEREST

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

1. Any legal person, including persons employed by the state¹, 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 relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(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 with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with 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, shareholder²):

2.4. Company Registration Number:

2.5. Tax Reference Number:

2.6. VAT Registration Number.....

2.7. Personal Reference Tax Number.....

- 2.7.1. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"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.

2.8. Are you presently in the service of the state?



RUSTENBURG LOCAL MUNICIPALITY

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.8.1. If yes, furnish particulars.

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;

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

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

2.9. Have you been in the service of the state for the past twelve months?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.9.1. If yes, furnish particulars.....

2.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.10.1. If yes, furnish particulars.....

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



RUSTENBURG LOCAL MUNICIPALITY

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.11.1. If yes, furnish particulars.....

2.12. Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.12.1. If yes, furnish particulars.....

.....

2.13. Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.13.1. If yes, furnish particulars.....

.....

2.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2.14.1. If yes, furnish particulars.....

.....



RUSTENBURG LOCAL MUNICIPALITY

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

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number	Signature

NB: THE TABLE ABOVE IS TO BE FILLED IF THE COMPANY HAS MORE THAN ONE DIRECTOR.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

MBD 5
DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes 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 any municipality for more than three months 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 any municipality for more than three months 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
-



RUSTENBURG LOCAL MUNICIPALITY

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what 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 (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.

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....**2025**
Date



RUSTENBURG LOCAL MUNICIPALITY

MBD 6.1 PREFERENCE POINTS CLAIM FORM

RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

MBD 6.1 PREFERENCE CLAIMED 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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 will be applicable in this tender.

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



RUSTENBURG LOCAL MUNICIPALITY

- (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**

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender



RUSTENBURG LOCAL MUNICIPALITY

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.



RUSTENBURG LOCAL MUNICIPALITY

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

Note to tenderers: "The tenderer must indicate how they claim points for each preference point system. Points claimed will be verified by RLM using the CSD Report, and preference points will be allocated accordingly. Bidders who fail to complete the table below will NOT be disqualified BUT will not be allocated preference points.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
Rustenburg Jurisdiction	4		Latest (not older than three months) Municipal Account/Traditional Council letter
Rural /Township Businesses	4		Latest (not older than three months) Municipal Account/Traditional Council letter
Black People	2		Valid Sworn Affidavit
Persons with Disability	2		Disability verification letter
Youth	4		Certified ID copy
Women	2		Certified ID copy
SMME's	2		Company registration
Total	20		

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



RUSTENBURG LOCAL MUNICIPALITY

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:
.....



RUSTENBURG LOCAL MUNICIPALITY

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



RUSTENBURG LOCAL MUNICIPALITY

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		



RUSTENBURG LOCAL MUNICIPALITY

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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. I, the undersigned, in submitting the accompanying bid: **RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS** Bid Number and Description) in response to the invitation for the bid made by:

_____ **RUSTENBURG LOCAL MUNICIPALITY** _____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder): Bidders are required to fill in the name of their company in the space provided above.

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;



RUSTENBURG LOCAL MUNICIPALITY

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

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.



RUSTENBURG LOCAL MUNICIPALITY

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

GENERAL CONDITIONS OF CONTRACT

RLM/DPS/0172/2024/25 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, OPERATIONS, SUPPORT AND MAINTENANCE OF TRAFFIC CONTRAVENTION MANAGEMENT SYSTEM, MOBILE DIGITAL LASER SPEED CAMERAS, RED LIGHT CAMERAS AND ANPR VEHICLE SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS



RUSTENBURG LOCAL MUNICIPALITY

GENERAL CONDITIONS OF THE CONTRACT
(NOT TO BE ALTERED)

PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dated July 2010 as set out by the National Treasury: Republic of South Africa
TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices



RUSTENBURG LOCAL MUNICIPALITY

General Conditions of Contract

1. Definitions: 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.



RUSTENBURG LOCAL MUNICIPALITY

- 1.14“GCC” means the General Conditions of Contract.
- 1.15“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17“Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19“Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20“Project site,” where applicable, means the place indicated in bidding documents.
- 1.21“Purchaser” means the organization purchasing the goods.
- 1.22“Republic” means the Republic of South Africa.
- 1.23“SCC” means the Special Conditions of Contract.
- 1.24“Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25“Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26“Tort” means in breach of contract.
- 1.27“Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28“Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.



RUSTENBURG LOCAL MUNICIPALITY

2. Application

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.



RUSTENBURG LOCAL MUNICIPALITY

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

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



RUSTENBURG LOCAL MUNICIPALITY

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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



RUSTENBURG LOCAL MUNICIPALITY

14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.



RUSTENBURG LOCAL MUNICIPALITY

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's delivery and/or performance

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

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

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

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

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such



RUSTENBURG LOCAL MUNICIPALITY

goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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



RUSTENBURG LOCAL MUNICIPALITY

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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



RUSTENBURG LOCAL MUNICIPALITY

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

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

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.



RUSTENBURG LOCAL MUNICIPALITY

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.