



KGETLENGRIVIER LOCAL MUNICIPALITY

CONTRACT NO: KRLM/COM/BID: 02/2023-24

RE-ADVERTISEMENT

BID NAME: APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF ADVANCED ROAD SAFETY LAW ENFORCEMENT SOLUTION FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

03 APRIL 2024

NAME OF BIDDER:

BID PRICE: (Vat Incl)

Prepared by:

KGETLENGRIVIER
LOCAL MUNICIPALITY

P O Box 66

KOSTER

0348

Tel/Fax (014) 543 2004/5/6

BID CLOSES

23 APRIL 2024 @12H00

BID NOTICE

**APPOINTMENT OF A SERVICE PROVIDER
FOR PROVISION OF ADVANCED ROAD
SAFETY LAW ENFORCEMENT SOLUTION
FOR A PERIOD OF THIRTY-SIX (36)
MONTHS**



TENDER NOTICE AND INVITATION TO TENDER
DEPARTMENT: COMMUNITY AND SOCIAL SERVICES
RE-ADVERTISEMENT

Kgetlengrivier Local municipality invites tenders from suitably qualified service providers for the following tenders:

NAME OF TENDER	TENDER NUMBER	CONTACT PERSON / ENQUIRIES	Compulsory Briefing Sessions	Evaluation Criteria	Closing dates
APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF ADVANCED ROAD SAFETY LAW ENFORCEMENT SOLUTION FOR A PERIOD OF THIRTY-SIX (36) MONTHS	KRLM/COM /BID:02/2023-24	Mr. J Motaung ditaulions@outlook.com Cell Number:082 430 4556 Strictly during working hours from 07:30-16:00	N/A	80/20 in line with Preferential Procurement Regulation 2017; 80/20 80 Points = Price Youth=4.00 Women=4.00 Disability =4.00 Locality=4.00 Black owned=4.00	23 April 2024 12H00

Bid documents containing of tenders as well as pre-qualification criteria and administrative requirement will be available from **03 April 2024** from **07h30 to 15h00 (Mondays to Fridays)** at the offices of Kgetlengrivier Local Municipality Cashier, corner Smuts and De Wet Street, Koster

A non-refundable deposit of **R1000.00** will be charged for each set of documents issued. All payments and deposits are to be made in the currency of the Republic of South Africa. Cash or bank guaranteed cheques made out of **Kgetlengrivier Local Municipality** will be

accepted. Tender deposit, must be paid in at cashier of the Municipality quoting tender number as indicated above or the payment must be deposited to Kgetlengrivier Local Municipality bank account number :1700000032 Absa Bank or can be downloaded on the E-Tender portal for free.

Duly completed bids and supporting documents must be deposited in the bid box situated at the Kgetlengrivier Local Municipality office, corner Smuts and De Wet Street, Koster, not later than the stipulated time and dates, whereby tenders will be opened in public. Queries relating to the issue of tender documents may be addressed to Ms. Sonto Ntshangase, e-mail ntshangases@kgetleng.gov.za /scmkrlm@gmail.com or Tel Number: 014 403 5492/ 060 977 0342.

The Kgetlengrivier Local Municipality is not compelled to accept the lowest or any tender. No late, faxed, e-mail or telephonic tenders will be accepted.

NOTE: Successful bidders will be subjected to Security Check.

APPROVED BY:

Mr. GC Letsoalo

Municipal Manager

TERMS OF REFERENCE (SPECIFICATIONS)

**APPOINTMENT OF A SERVICE PROVIDER
FOR PROVISION OF ADVANCED ROAD
SAFETY LAW ENFORCEMENT SOLUTION
FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

HEAD OFFICE: KOSTER

P.O. Box 66, Koster, 0348

Tel/ Fax: (014) 543 2004/5/6

Our Ref:



All correspondents must be addressed to:
"The Municipal Manager"

22 MARCH 2024

**BID NAME: APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF
ADVANCED ROAD SAFETY LAW ENFORCEMENT SOLUTION FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**

The purpose of this letter is to present the specification presented to the Bid Specification Committee Meeting held on 02 November 2023 to the Accounting Officer for approval.

LEADING DEPARTMENT

This project will be implemented by Community Services Department.

PART B

PROJECT SCOPE

- ❖ Provision of Advance Road Safety Law Enforcement Solution and the service provider must ensure that services provided will be compliant with below listed legal and technical requirements

1 Mandatory Requirements

- ❖ These are mandatory requirements. If a bidder does not comply with each of the mandatory requirements, the bid shall be deemed non-responsive. The bidder is requested to substantiate the specified capability of the equipment offered in response to these mandatory requirements. Failure to fully substantiate compliance or non-compliance to the recommended

criteria will be regarded as non-compliance and will result in the bid shall be deemed non-responsive.

No unsubstantiated requirements will be allowed. If a response to a question has been indicated as “comply”, but not substantiated, it shall be regarded as mandatory non-compliance and the bidder shall be deemed non-responsive.

1.1 Mandatory certification requirements

1.1.1 All enforcement equipment to be provided shall be SANS 1795 compliant and certified as “type approved” by an independent laboratory and only equipment which is currently “type approved” will be considered for this tender:

1.1.2 This certification shall be for all equipment to be used for enforcement.

1.1.3 Each set/type of equipment shall have the required SANS 1795 certificate

1.1.4 This includes, as a minimum current and valid certificates for the following:

1.4.1 Red-light enforcement cameras systems

1.4.2 Speed enforcement systems [Point]

1.4.3 Average speed [distance over time] enforcement systems

1.2 The system shall use a video camera as the primary image capture device with the following minimum capabilities:

1.2.1 Image capture sensor, 1 inch or greater at a resolution at 6M pixels or more

1.2.2. Video resolution of 720p HD, or better, using MPEG-2 compression, or similar, for video clips of video of each and every infringement capture

1.2.3 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

1.2.4 In accordance with SANS 1795 requirements the date, time and location shall be embedded in every video file which is encrypted

1.2.5 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

1.3 The system shall have the following automatic modes of enforcement:

1.3.1 Non-intrusive video based speed enforcement

1.3.2 Non-intrusive video based red-light enforcement with video-based non-intrusive red-light phase detection for the Radar requirement

1.3.3 Non-intrusive vehicle classification based speed (video) enforcement for the Radar and Laser requirement, including public transport vehicles

1.3.4 Built in point-to-point video based average speed enforcement via the integrated back-office function with built in real time ANPR

1.3.5 Stop line enforcement with speed and video evidence

1.3.6 Non-intrusive video based barrier line and yellow lane driving enforcement

1.4 The operator will gain access to use the system via a:

1.4.1 Smart-card electronic operator identification system

1.4.2 Personalized smart-card with ID photo to be provided once operator is certified

1.4.3 System will not operate without authorized electronic identification

2 Recommended Requirements

The bidder is requested to substantiate the specified capability of the equipment offered in response to these recommended requirements. Failure to substantiate compliance or non-compliance to the recommended criteria will be regarded as non-compliance and will result in a zero rating. Bidders must score 75% or more to advance to the next step in the evaluation process.

These are recommended minimum requirements. Equipment provided should be equivalent or better than specified hereunder.

2.1 Equipment Recommended Requirements

2.1.1 Minimum accreditation requirements

- TCSP Guideline compliant

Written authorization from a DPP to operate the Multi-Purpose Road Traffic Enforcement Camera System in stand-alone mode (no operator) in a plinth-mounted secure housing.

2.1.2 Minimum technical requirements

- Processor: Intel(R) Core(TM) i7-3612QE Quad-Core CPU @ 2.10GHz or better
- Memory: 4 GByte RAM or better

Storage: 128 GByte (or greater capacity) Solid-State hard-drive

2.1.3 Minimum integrated functional requirements for Multipurpose Road Traffic Enforcement Camera System unit supplied

Standard requirements for all camera units:

Real-time Automatic Number Plate Recognition for each vehicle measurement

Number Plate output in data file

Provide Number Plate read confidence indication in data file

GPS coordinates shall be provided on the infringement data block

For Radar requirements:

- Radar type C (as per TCSP guidelines definition) showing distance, angle and speed in the infringement data block
- Lane indication provided for capture and adjudication purposes in the data file
- Vehicle classification is provided in the data file for infringements where the class speed limit is enforced
- Vehicle classification, is verified in the integrated back-office using the eNaTIS vehicle class

- For Laser requirements
- Full automatic mode of operation, un-triggered

Configurable capture windows based on distance to vehicle

2.1.4 Minimum Communications requirements

- Wireless LAN
- 3G
- Remote flash connection
- USB 2.0

2.1.5 Location identification

GPS (on data block)

Compass providing a bearing used to check the direction of operation

2.1.6 Required night-time illumination

- LED infrared flash
- Remote triggering via wireless connection to the Multipurpose Road Traffic Enforcement Camera System
- Able to illuminate at full video frame rate

2.1.7 Minimum road-side housing requirements

2.1.7.1 Camera and processor housing

Single integrated housing for camera, processor, storage and all other elements of the system, excluding only the remote flash unit

2.1.7.2 Light-weight housing of the Multipurpose Road Traffic Enforcement Camera System with:

- power supply connection,
- smart-card sensor,
- integrated GSM and GPS antenna,
- tamper alarm input
- USB and Ethernet ports, and
- LED status indicators

2.1.7.2 Road-side secure housing as per requirements

- 3-point lockable housing
- Equipped with integrated tamper alarm sensor, including accelerometer with automatic SMS alert broadcast via the Multipurpose Road Traffic Enforcement Camera System
- Carry handles
- Built in battery housing compartment

- The housing should be attached, with concealed internal fasteners not accessible from outside the housing unit, to a permanently secured (embedded) concrete plinth with attachment points

2.1.7.2 As a minimum, the road-side configuration shall include the following options

- Tripod mounted (mobile, operator required)
- Plinth mounted (secured and embedded)
- Pole mounted (secured)

2.1.7.3 On-site battery operation

2.2 Multipurpose Road Traffic Enforcement Camera System, minimum requirements for user interface is:

2.2.1 Remote computing device (tablet PC or similar)

- Control all major camera and system functions
- Monitor system status remotely
- Receive live infringement picture updates

2.2.2 Web-based access shall be via Wi-Fi and/or 3G (secure APN network) and secure Ethernet using any HTML5 compliant browser

- Live view of infringements, including during infringement capture
- Display, with paging, of the last 20 infringements as a minimum
- Live video while capturing infringements streamed to the user interface device
- Capability of both manual and GPS based configuration of location codes
- Live display of total vehicle counts and infringement count statistics for the session or day
- Live display of hourly breakdown of Vehicle count and Infringement count statistics for the session or day

2.2.3 Real-time display of Multipurpose Road Traffic Enforcement Camera System status:

- Graphical summary of system status
- Serial number
- Location
- Calibration date
- Camera optics status
- Networking interfaces
- GPS location

- Compass heading
- Power-supply
- Internal operating temperature

3. Other elements

3.1 Configurable automated download to the integrated back-office of infringements via any network interface, Wi-Fi, 3G or Ethernet, with push/pull filtering based on as a minimum of:

- All new
- Last Week
- Last Month
- All stored infringements
- Electronic laser alignment for Laser based trigger
- Preset and on-site configuration of location codes
- On-site setup of red-light enforcement
- On-site configuration of point-to-point speed enforcement sections using GPS co-ordinates and identifying “linked” point-to-point camera via integrated back-office system

4. Specifications

4.1 SPEED LAW ENFORCEMENT EQUIPMENT AND CAMERA SERVICES

4.1.1 The service provider will provide the following camera services:

- The service provider will for purposes of the agreement, as and when directed in writing by the municipality, supply and install up to:
- **One** fixed installation digital camera systems to record speed and red light violations to cover approved intersections.
- Ancillary equipment for the fixed cameras referred to above at such locations as may be determined from time to time by the Municipality and provided such locations have been authorized for the use of such equipment by the Director of Public Prosecutions.
- **[2]** portable digital speed enforcement systems that measure the speed of passing vehicles via a Laser/Radar speed measurement device. Mobile digital camera systems to record speed violations and ancillary equipment which include tripods, field power pack units containing high-performance

rechargeable battery packs, field computer units with GPRS modem, portable flash units illumination units for night-time operations, other accessories and equipment required for successful operation of the cameras.

- A minimum of **[2]** vehicles to provide technical and other support during camera operations.

4.1.2 As a minimum, the fixed and portable digital camera system shall be compliant with the following:

- SABS 1795, including Part 5 "Data capturing and recording devices for road traffic law enforcement equipment".
- Guidelines issued by the technical committee on Standards and Procedures (the TCSP).
- Assist to obtain approval for the Director Public Prosecutions.
- Approval of the Director Public Safety or his/her delegated person.
- The camera systems shall produce evidence of each offence in full compliance with SANS 1795 and the National Prosecuting Guidelines as issued by the National Department of Transport Technical Committee for Standards and Procedures, in digital form with all required infringement information (Including any amendments during contract period).
- Provide a full colour image of the offence showing a wide angled context of the offence as well as details of the offending vehicle.
- Evidence produced must be tamper detectable and the stored imagery and data shall be encrypted to ensure that it is authentic and tamper free 1024-bit encryption will be preferred.
- Fixed camera systems must provide for multiple lane speed and red light violation enforcement (two lanes per camera) as required. Fixed Camera systems must provide passive (Infrared) and active illumination enabling successful night-time operation.
- Fixed camera systems must be fully protected against vandalism and personnel who will be in charge of the camera on site at the expense of the Service Provider.
- Mobile camera systems must be portable and be able to be carried by one person and allow for quick and easy transfers between sites and user friendly set-up procedures.

- Mobile speed measuring cameras must include fully approved laser/RADAR cameras, which should have capabilities of covering multiple lanes and operate in both directions simultaneously.
- Mobile camera systems must have sufficient battery capability to allow operation during an entire shift without recharging.

4,1.3 The service provider must:

- Prepare and submit any way-leave applications, sitemaps and other supporting documentation necessary and ensure that the required permits and or/licenses and regulatory approvals have been obtained before installation of the cameras and ancillary equipment.
- Conduct field surveys and produce statistics on road usage and offence patterns at specific sites as and when directed by the Municipality in order to assist the Municipality to determine the need for fixed or mobile camera deployment at any site. Supplier must show proof of having submitted such surveys elsewhere in South Africa.
- Inspect the cameras and ancillary equipment at least once per month to ensure that the cameras and ancillary equipment are in good working order, neat and well maintained at all times. The inspection reports must be submitted to the chief traffic officer.
- Comply with any requirements from the Municipality in respect of fixed camera installations and supply any additional equipment as may be specified by the Municipality from time to time in order to facilitate inspection and operation of the fixed cameras.
- Maintain the cameras and ancillary equipment and ensure that it is properly and regularly serviced in accordance with the recommendations of the manufacturer or supplier of the cameras.
- Repair any damage to or defects in the cameras and ancillary equipment, provided that if a camera cannot be repaired a replacement camera must be made operational on the relevant site immediately on notification from the Municipality. Replacement cameras must comply with all requirements in terms of this contract.

- Calibrate the cameras at 6{six} monthly intervals, or as required by the Director of Public Prosecutions and as published in the Prosecution Guidelines, or at such other intervals as may be required by the Municipality from time to time and ensure that the updated calibration certificates are provided to Municipality.
- Provide on-site field support to the Municipality's employees using the mobile cameras wherever they may be deployed, by rendering any technical assistance that may be required and by downloading images and data in the field as necessary, during the hours that the mobile cameras are used.
- Upon appointment Provide training workshops in the use of the cameras and ancillary equipment to the employees of the Municipality and thereafter as and when required by the Municipality.
- Take out insurance covering damage or loss of the service provider's cameras and ancillary equipment for any reason and maintains such insurance for the duration of this agreement. Submit a certificate confirming that the service provider has comprehensive liability insurance for any third party claims will therefore indemnify the municipality against any claims.
- Establish a processing Centre at conveniently located premises as agreed to in writing by the Municipality. The service provider must ensure that the processing Centre is spacious enough and suitably equipped to serve the needs of the service provider as well as the peace officers of the Municipality who will utilize the processing Centre for downloading of images and adjudication of cases.
- Upload all camera images, data and capture any additional particulars as may be required to successfully prosecute the offence.
- Ensure that the service provider system "force" each image to be adjudicated by a peace officer and be capable of identifying the peace officer responsible for the adjudication.
- Ensure that the service provider system shall not allow any image to be tampered with, deleted, cancelled or rejected by ANY person other than the adjudicating officer and that it provides detailed statistical reports on the number of images uploaded, adjudicated, accepted or rejected by each adjudication officer with appropriate reasons for rejections.

- Provide the Municipality with the images and data in a suitable electronic medium to be kept as prime evidence for the prosecution of cases in court as required by applicable legislation.
- Provide an internet facility which must include, but not be limited to, viewing of all images and related data captured by the cameras and the payment of any camera related fines. It is required that web-sites must have on-line, real-time payment facilities. Service Providers will have to submit proof that they have developed and operated such web-based payment facilities.
- Make available the images and data to the Municipality, or any other party as directed by the Municipality.
- Produce expert evidence in court (either documentary or viva voce) supporting the use of the cameras for the purposes of traffic law enforcement if this should be challenged on technical grounds, provided that the intellectual property of the manufacturers of the cameras is not compromised.
- Provide the Municipality with a system for remote monitoring of camera operation. Service providers must be able to demonstrate this capability upon appointment.
- Ensure that their system is AARTO (Administration and Adjudication of Road Traffic Offences) a compliant and it can interface with the e-NATIS system. Service providers must be able to demonstrate this capability and show where this facility has been used elsewhere in South Africa.
- Acknowledge that AARTO might be implemented during this contract. In this regard, service provider will have to re-negotiate the Service level Agreement covering all aspects of the AARTO legislation.

5. SERVICE CENTRE SERVICES

The service provider shall:

5.1 Establish a Service Centre

- Establish a Service Centre at conveniently located premises as agreed in writing with the Municipality.
- Bear all associated costs of the service Centre and its operation including, rental of the premises, alterations, furnishing and equipment, IT Equipment,

staffing, telephones, communication facilities, networking, postage, materials and consumables.

- Ensure that the service Centre is operated by the service provider employees during the Municipality's normal office hours, or any other hours as may be agreed in writing between the parties.
- Provide and operate a service provider system software package developed for the administration and management of Traffic and By-law contraventions in terms of the Criminal Procedure Act (Act 51 of 1977) or as amended.
- Implement measures to ensure that the service Centre operations comply with directives of the Municipality, the courts, the Directorate of Public Prosecutions and the guidelines issued by the Technical Committee for Standard and Procedures (TCSP).

5.2 Staffing, sub-service Contractor and agents

- Appoint adequate staffing as required by the service provider in order to fulfill its obligation in terms of the provisions of this agreement.
- Provide adequate management expertise and supervision in the service Centre to effectively manage all its functions.
- Ensure that all service provider employees are suitably qualified and/or trained to perform duties of the service provider in terms of this agreement.
- Take sole responsibility for any sub-service providers and agents. The service provider may appoint to assist in delivering the service provider service and acknowledge that the service provider remains solely responsible for ensuring that the service provider service is rendered in accordance with the terms and conditions of this agreement.

5.3 Hardware, software and networking

5.3.1 Provide sufficient hardware, software and networking in order to meet its obligations in terms of this agreement and to operate the service provider system at optimal efficiency.

5.3.2 To manage and maintain its hardware, software and networking with due diligence, which entails at least the following (but is not necessarily complete)

- Hardware, software and networking maintenance
- User manuals
- Backup and recovery
- High system availability

- Disaster recovery
 - Business continuity
 - Software legitimacy
 - Security, software updates and virus, malware, spam etc. Protection
 - On-going training for the Kgetlengrivier Local Municipality employees in the optimal use of the service provider's systems
- 5.3.3 Provide internet access to the service provider's system with the correct security and access permissions to Kgetlengrivier Local Municipality employees.
- 5.3.4 Ensure the System Interface with the current finance system of the Municipality.
- 5.3.5 Make available to the municipality every month (from the end of the first month of the contract until the end of the last month of the contract) all the data of that specific month in electronic media that is acceptable to the municipality, in such a way that the municipality's designated employees can fully use the data, without the service provider's system, that is they able to use, read, copy, print the data and be able to transfer the data to another system.

5.4 Functions performed by the Service Centre:

- 5.4.1 Automatically update the service provider system by importing offence records from camera related offences.
- 5.4.2 Provide sufficient technical support and provide expertise to ensure that the service provider's system continues to perform optimally, that any technical problems on cameras are resolved immediately without any delays.
- 5.4.3 Establish an interface with the e-NATIS system in order to automatically obtain name and address details of registered owners of offending vehicles and update the service provider system accordingly.
- 5.4.4 Establish an interface with the e-NATIS system that allows enquiries on the ownership particulars of individual vehicles directly on the e-NATIS system.
- 5.4.5 Generate, print and process the following documents and, where applicable provide postage and ensure the mailing thereof as necessary:

5.4.5.1 Section 341 notices (camera mailers)

5.4.5.2 Notification of No Admission of Guilt offences

5.4.5.3 Notification of Red light Violation Offences and other offences

5.4.5.4 Notice Before Summons (2nd notice)

- 5.4.6 Include a full colour image and relevant offence details on Section 341 notices printed in respect of camera related offences.
- 5.4.7 Comparison of monthly offence volumes.
- 5.4.8 Provide a status report of all offences at the various processing stages on a monthly basis.
- 5.4.9 Ensure that the service provider system provides a cancellation report of old cases after the manual cancellations were done by the Municipality as per directive of the applicable court on a daily basis.
- 5.4.10 Ensure that the service provider system provides a detailed report of revenue and expenditure of all payments together with a list of all payments made by credit cards on a monthly basis.
- 5.4.11 Ensure that the service provider system provides an option to print a blank court register, standard letters as well as charge sheets when needed at court.
- 5.4.12 A detailed report of the outstanding representation results outlining the initial amount per infringement and the reduced/cancelled amount per infringement.
- 5.4.13 Provide monthly statistics on officer's productivity on daily basis.
- 5.4.14 Comparison of collision occurred and law enforcement done on different locations as per municipality's request.
- 5.4.15 Ensuring that the service provider system is fully auditable and able to produce reports and on screen logs of all activities on the system for each offence, including the time and date of the offence, details of the user and activities, data element added, or changed, or deleted by any user, or system transaction. These activity logs should also be available per user.

- 5.4.16 Ensure that the service provider system can create monthly maintenance report, upload of Rand West City Local Municipality charge book for easy reference and camera data export report.
- 5.4.17 Ensure that the service provider system is capable of controlling which functions can be performed by individual users through a system administrator assigning user rights on the system in a hierarchical manner to individual users, or groups of users.
- 5.4.18 Ensure that the service provider system provides for an integrated module for officer book administration, including but not limited to, the allocation of books to individual officers or officer groups, monitoring of notices handed in by individual officers, alerting of outstanding notices per book and per officer.
- 5.4.19 Ensure that the service provider system provides a data captured statistics report of each user on a daily basis.
- 5.4.20 Ensure that monthly statistics is available by the 1st of each month. On productivity of both fixed & portable digital cameras.
- 5.4.21 Ensure an immediate response on ad hoc reports needed for management purposes.
- 5.4.22 Resolving problems on software on site and without delay.
- 5.4.23 Ensure that extraction of statistics is done immediately e.g. Notice issued by officer per officer code, statistics by groups or laws enforcement done on a specific offence.

5.5 SERVING OF SUMMONSES

The service provider shall:

- 5.5.1 Ensure that a minimum of 70% of the summonses per month are successfully served inside and outside the boundaries of the Municipality In strict compliance with all applicable legislation, judicial guidelines, authorization and directives from the Municipality.
- 5.5.2 Appoint an adequate number of serving agents inside and outside the boundaries of the Municipality to serve the summonses generated by the service provider system.

- 5.5.3 Ensure that serving agents appointed to serve summonses within the boundaries of the Municipality are duly authorized and approved by the Municipality to do so.
- 5.5.4 Pay the fees of the serving agents for summonses paid as per agreement with the municipality.
- 5.5.5 Ensure that the service provider system is capable of registering all appointed serving agents, tracking summonses allocated to individual serving agents and reporting on serving agent performance and the status of every summons at any time.
- 5.5.6 Take effective steps to ensure that the serving agents do not collect any monies and that they perform their duly authorized functions according to applicable laws and regulations.
- 5.5.7 Administer all summonses and the allocation thereof to serving agents, provided that the Municipality will be responsible for stamping all summonses produced by the service provider system.
- 5.5.8 Allow the checking and stamping of summonses by the Municipality's employees and record must be kept before issuing.
- 5.5.9 Facilitate and support the serving of summonses by the Municipality's employees at roadblocks, or as and when determined by the Municipality.
- 5.5.10 Provides a facility for immediate, on-site production of summonses at roadblocks for purposes of serving on offenders that have been apprehended at the roadblocks.

5.6 PAYMENT FACILITIES

The service provider shall:

- 5.6.1 Ensure that the service provider system has an integrated cashiering facility that enables the Municipality's cashiers to take Spot Fines, Admission of Guilt Fines and Contempt of Court Fines online at remote workstations.
- 5.6.2 Ensure that the service provider system provides for the following in respect of cashiering transactions:
 - 5.6.2.1 System printed receipts.

- 5.6.2.2 Show balance of outstanding fine amount on receipts per individuals.
 - 5.6.2.3 Receipt reprints by authorized supervisor.
 - 5.6.2.4 Cancellation of payment transactions only by authorized supervisor.
 - 5.6.2.5 Cancellation of previous dates not reflecting on current transaction date only by authorized supervisor.
 - 5.6.2.6 Prohibits taking of payments before the corresponding notices have been captured.
 - 5.6.2.7 Daily cashing-up reports showing the daily transactions for the cashier and giving the amounts taken by payment type (cash, cheque, etc.)
 - 5.6.2.8 Provide report showing payments transactions cancelled by, authorized supervisor.
 - 5.6.2.9 Audit trails and reports as necessary for auditing purposes must be made available as soon as requested by Management.
 - 5.6.2.10 Provide monthly Payment reports comparing the three previous months.
 - 5.6.2.11 The service provider will indemnify the municipality against any third party claims as a result of the service provider's direct or indirect negligence.
- 5.6.3 Provide a website that allows the public to enquire on outstanding fines. The system should allow the public to register in order to view their outstanding fines. electronic payment of fines after electronic validation of the fine payments on the service provider system, electronic updating of the service provider system with fine payments so taken, electronic transfer of money taken for fines into the Municipality's bank account.
- 5.6.4 Facilitate payment by 3rd parties such as banks, pay fines, view fines, easy pay (retail stores) SAPO pay@. Service

providers must be able to demonstrate experience of facilitating of payments by third parties.

- 5.6.5 Import and export of a daily consolidated data file received in harmony with the Municipality's financial system of all categories of traffic fine payments in order to record on the service provider system the payments envisaged above.

5.7 OFFENDER TRACING AND CALL CENTRE

The service provider must:

- 5.7.1 Establish and operate an outbound compatible Call Centre including a SMS service which shall be utilized to perform the following functions:
 - 5.7.1.1 Trace offenders with inaccurate address details telephonically.
 - 5.7.1.2 Update service provider system with change of offender details.
 - 5.7.1.3 Remind offenders of upcoming court dates.
 - 5.7.1.4 Notify offenders of warrants of arrest authorized.
 - 5.7.1.5 Any other activity that may be necessary to communicate with or trace offenders.
- 5.7.2 Take effective steps to ensure that call Centre employees conduct the various type of telephone calls to offenders in accordance with scripts approved by the Municipality at own cost.
- 5.7.3 Trace offenders who cannot be reached by introducing and utilizing innovative methods of tracing, including obtaining of up to date particulars such as details and telephone numbers from commercial databases available from credit bureaus.
- 5.7.4 Create and maintain a database with the most recent known and confirmed particulars of offenders including full names, ID numbers, address details and telephone numbers and update the offender's database whenever more recent or more accurate particulars of an offender obtained.
- 5.7.5 Utilize the confirmed particulars in the offender database in the first instance for the production of notices and summonses.

- 5.7.6 Ensure that the- service provider system has the facility to produce reports detailing conflicts between the information captured and the information received from the e-Natls system.
- 5.7.7 Ensure that the service provider system has the facility to record the registration numbers of vehicles using false number plates and prevent notices from being sent to the legitimate owners of such vehicles.
- 5.7.8 Provide reports to the Municipality giving details of vehicles using false number plates.

5.8 WARRANT OF ARREST ADMINISTRATION AND PLANNED ROADBLOCK SUPPORT

The service provider must:

- 5.8.1 Ensure that warrants of arrest are properly cancelled upon expiry of their period of validity and marked as cancelled on the service provider system.
- 5.8.2 Provide facilities for the immediate production and printing of summonses at the roadside to allow serving on previously untraceable persons.
- 5.8.3 Provide facilities for the immediate production and printing of scanned copies of warrants of arrest summons and returns of service at roadside enforcement operations.
- 5.8.4 Provide systems for the transmission of electronic copies of documents and printing at the roadside as necessary.
- 5.8.5 Provide facilities for online enquiries on the service provider system and the viewing of camera images at the roadside.
- 5.8.6 Provide facilities for online payments on the service provider system at the roadside.
- 5.8.7 Provide secured facilities accepted by the Municipality for the taking of fine payments at planned road blocks when this is approved by the Department of Justice.
- 5.8.8 Assist with roadside enforcement operations by:
 - 5.8.8.1 Providing the equipment necessary for conducting of the efficient roadside enforcement operations, including portable computer, printers, scanners, fax, facilities, electronic

information generators, signs, cones, retro-reflective barrier tape fitted in a mini bus.

5.8.8.2 Preparing and updating the database for the License Plate Recognition System, including outstanding warrants of arrest, duplicates number plates, outstanding summonses, stolen vehicles, unknown addresses, or any other data sets specified by the Municipality, which will be fitted in a vehicle.

5.8.8.3 Operations will be as per request of the Municipality including weekends and holidays

6 SERVICE FEE:

6.2 The Service Provider will be paid on paid camera offences in terms of the TCSP guidelines from the date the agreement is signed and with regard to offences captured with the successful Service Provider's equipment.

6.3 A paid fine is considered to be a fine that has been settled by the payment of one fine amount regardless of how many charges were included in the fine.

6.4 A phasing out period of eighteen (18) months shall apply for the payment of outstanding fines, calculated from the first day after the expiry date of the agreement. The Service Provider shall for this period allow the Client to have access to its contravention system. During this period, payments shall be accepted by the Client and representations shall also be done. The Service Provider shall be entitled to a service fee on paid fines as per the original agreement.

6.5 The Service Provider shall within ten (10) days after the end of each month submit separate reports for the payment of cameras fines and third (3rd) party payments to the Client. The invoices (camera payments and third (3rd) party payments shall be separated for payment purposes.

6.6 PRICING SCHEDULE

Number of issued traffic fines	Traffic fines charged amount	Price charged for paid traffic fine	Total amount charged for paid traffic fines
500	R150.00		
1000	R200.00		
1500	R250.00		

2000	R300.00		
2500	R1000.00		
2000	R2500.00		

7 **Functionality Score**

Service Providers must be able to do presentations about their company and products at their own costs and at a time and venue that will be determined by the Municipality.

The maximum points for this bid are allocated as follows:

No	Description Items	Maximum Potential Score	Points Claimed	Bid Evaluation Committee Scores
7.1	Number of 05 projects completed. Minimum 10 Points per project to the maximum of 50 points. Please indicate projects with traceable references - Appointment letter/ Purchase Order and reference letters	50		
7.2	Number of years a company in practice (3 points per year)	15		
7.3	Locality : Kgetlengrivier Local Municipality-30 points North West Province-15 points Other Provinces-05 points	30		
7.4	South African National Accreditation System – SANAS Accreditation – Attach Proof	5		
	TOTAL SCORED	100		

- 8 Bidders who score less than 80 points out of 100 points on functionality will not be considered further for price.

09 SPECIAL DISQUALIFICATION CRITERIA

- Non submission of the Proof that the Speed Measuring Equipment complies with the relevant part of SANS 1795
- Failure to provide SANAS Accreditation Certificate or proof of contracted Services of A Land Surveyor, registered with the SA Council for Professional and Technical Land Surveyors as prescribed in Prosecuting **Guidelines for Speed Measuring Equipment and Traffic Light Violation Monitoring Equipment dated** March 2012 as endorsed by **TECHNICAL COMMITTEE FOR STANDARDS AND PROCEDURES FOR TRAFFIC CONTROL AND TRAFFIC CONTROL EQUIPMENT [TCSP]**
- Failure to meet minimum accreditation requirements
 - TCSP Guideline compliant

THE FOLLOWING MUST BE COMPLIED WITH ON THE TENDER DOCUMENT

- On the tender documents all the MBDS needs to be completed and signed
- Company profile to be attached.
- An original Tax Clearance to be attached.
- Annual Audited Financial statement to be attached.
- The bidder should attach the 5 Appointment Letters, together with Reference letters/completion certificated

10. COMPULSORY BRIEFING SESSION

N/A

11. SCORING FORMULA

Bids will be evaluated on 80/20 Preferential Procurement Points System.

80 Points for price. 20 points for B-BBEE status (service provider to submit the certified copy of the B-BBEE level rating certificate)

12. VALIDITY PERIOD

The Validity period for the tender after closure will be 120 days.

13. EQUITY

As per Government Gazette No: 47452 on Preferential Procurement Policy Framework Act (PPPFA) 5 of 2005: Preferential Procurement Regulations with effect from 16 January 2023. The following preferential point system of 80/20 will be applicable according to SCM policy of Kgetlengrivier Local Municipality. Functionality of equity on 20 points will be as follows and 80 points for price for all goods and service below R50 million.

Functionality on Equity = 20 points

Details		Points
Black Owned		10
Youth		2.5
Women		2.5
Locality		2.5
Disability		2.5
Status Level	Number of points	
1	10	
2	8	
3	6	
4	4	
5	2	
TOTAL		20

PART 3 – KRLMCOM/BID: 02/2023-24

THE PERIOD FOR WHICH BID WILL BE ADVERTISED

The bid will be advertised on Notice Board, Website and E-tender portal for a period of (14) fourteen days.

TERMS OF REFERENCE APPROVED BY:

**MR C.G LETSOALO
MUNICIPAL MANAGER**

BID PROCESS CRITERIA LIST

**APPOINTMENT OF A SERVICE PROVIDER
FOR PROVISION OF ADVANCED ROAD
SAFETY LAW ENFORCEMENT SOLUTION
FOR A PERIOD OF THIRTY-SIX (36)
MONTHS**

VERY IMPORTANT NOTICE ON TENDER PROCESS:

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

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

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. **THE BID HAS NOT BEEN PROPERLY SIGNED BY A PARTY HAVING THE AUTHORITY TO DO SO ACCORDING TO THE EXAMPLE OF “AUTHORITY FOR SIGNATORY”**
4. No authority for signatory submitted (printed on bidder’s letter head) – See example, where it is stated that a duly signed and dated original copy of the company’s relevant resolution (for each specific bid) of their members or their board of directors, must be submitted.
5. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
6. The bid has been submitted after the relevant closing date and time.
7. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
8. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state, or;

(b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;

(c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest

9. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
10. Bid offers will be rejected if the bidder has abused the Kgetlengrivier Local Municipality's Supply Chain Management System.
11. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
12. Failure to complete and sign the certificate of independent determination or disclosing of wrong information.
13. An updated record of payment of rates and taxes (three months) and services to the relevant Municipality must be attached. Failure to do so will invalidate the tender submitted. In case were a bidder is leasing a property, lease agreement and signed or letter from the landlord or landlady should be attached. Bidders that are residing in Traditional lands must attach an updated letter from the Tribal Authority falling within the bid period. If payment arrangement has been made to relevant municipality, proof must be attached.
14. None attachment of CK/CM Certificate

BIDDER

AUTHORITY FOR SIGNATORY

**APPOINTMENT OF A SERVICE PROVIDER
FOR PROVISION OF ADVANCED ROAD
SAFETY LAW ENFORCEMENT SOLUTION
FOR A PERIOD OF THIRTY-SIX (36)
MONTHS**

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete which ever is not applicable.)

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS / CLOSE CORPORATION/
JOINT VENTURE

A. COMPANIES

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the board of Directors on20....., Mr. / Ms.has
been duly authorized to sign all documents in connection with BID NO.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY.....

WITNESSES: 1.

2.

B. PARTNERSHIP

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

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as.....

Hereby authorize to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid / or contract on our behalf.

..... Signature	..... Signature	..... Signature
..... Date	..... Date	..... Date

C. ONE-PERSON BUSINESS

I, the undersign hereby confirm that I am the sole owner of the business
Trading as

.....
Signature

.....
date

D. CLOSE CORPORATION

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the200.....at
.....Mr. / Ms.whose signature appear below, has been
duly authorized to sign all documents in connection with BID NO.
.....

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS / HER CAPACITY AS.....

DATE:

SIGNATURE OF SIGNATORY.....

WITNESSES: 1.

2.....

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

LIST OF RETURNABLE DOCUMENTS

**APPOINTMENT OF A SERVICE PROVIDER
FOR PROVISION OF ADVANCED ROAD
SAFETY LAW ENFORCEMENT SOLUTION
FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF THE BID DOCUMENT.

1. Form MBD 1 : Invitation to bid
2. Form MBD 2 : Tax clearance certificate
3. Form MBD 3.1: Price schedule – Firm prices
4. Form MBD 4 : Declaration of Interest
5. Form MBD 6.1: Preference points claimed form
6. Form MBD 7.1 Contract form : - Purchase of goods/ services
7. MBD 8: Certificate of bid independent determination
8. MBD 9 : Declaration of bidders past supply chain management practices
9. COMPANY REGISTRATION CERTIFICATE
10. Rate & Taxes
11. Valid Tax Clearance Certificate
12. BBBEE valid certificate (from approved authority)
13. Central Supplier Database Full Report

NB FAILURE TO COMPLETE OR SIGN THIS DOCUMENT WILL RESULT IN YOUR BID NOT BEING CONSIDERED.

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid Bidders are to check the following points before the submission of their tender and to complete YES/NO next to each item as indication that the bidder has complied with the provision of the item concerned.

BIDDER CHECK LIST		MARK WITH YES/NO
1.	Equity points	
2.	All pages of the bid documents have been read by the bidder and the form confirming familiarity with the whole tender document is signed.	
3.	All pages requiring information have been completed in full and in black ink.	
4.	An original tax clearance certificate has been submitted.	
5.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contract has been signed.(It must be on Company's Letter Head)	
6.	The bidder has complied with all the bid prerequisites.	
7.	Company registration certificate has been submitted.	
8.	Municipality rates and taxes current invoice has been submitted.	
9.	The tender document is to be submitted before 12:00 on the due date at the designated tender box of the KGETLENGRIVIER LOCAL Municipality.	

10.	Submission of proof of registration on the Central Supplier Database (Full report to be attached)	
-----	---	--

FAILURE TO COMPLETE OR SIGN THIS DOCUMENT WILL RESULT IN YOUR BID NOT BEING CONSIDERED

I, the undersigned, hereby acknowledge that the bid check-list as completed above is the true reflection of what have been submitted and that the bid was fully complied with.

FULL NAME: BIDDER

SIGNATURE: BIDDER

DATE

MUNICIPAL BIDDING DOCUMENTS

**APPOINTMENT OF A SERVICE PROVIDER FOR
PROVISION OF ADVANCED ROAD SAFETY LAW
ENFORCEMENT SOLUTION FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**

**MBD 1
INVITATION TO BID**

**APPOINTMENT OF A SERVICE PROVIDER
FOR PROVISION OF ADVANCED ROAD
SAFETY LAW ENFORCEMENT SOLUTION
FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER: KRLM/COM/BID: 02/2023-24 DATE: 23 APRIL 2024 CLOSING TIME: 12H00

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF ADVANCED ROAD SAFETY LAW ENFORCEMENT SOLUTION FOR A PERIOD OF THIRTY-SIX (36) MONTHS

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Kgetlengrivier Local Municipality
Cnr Smuts and De Wet Street
Koster
0348

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 8hours a day, 5 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

- 1.Relevant specifications
2.Value for money
3.Capability to execute the contract
4.PPPFA & associated regulations

..... [insert any other criteria]

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE G

OODS/SERVICES OFFERED BY YOU?

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

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

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Kgetlengrivier Local Municipality

Department: Budget & Treasury Office

Contact Person: Supply Chain Management Unit

Tel: 014 403 5492/ 060 977 0342.

Fax: 014 593 2480

ANY ENQUIRIES REGARDING THE TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. J Motaung

Cell: 082 430 4556

MBD 2 TAX CLEARANCE REQUIREMENTS

**APPOINTMENT OF A SERVICE PROVIDER FOR
PROVISION OF ADVANCED ROAD SAFETY LAW
ENFORCEMENT SOLUTION FOR A PERIOD OF THIRTY-
SIX (36) MONTHS**

MBD 2

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver’s Office.

MBD2/ Application for tax Certificate . . .

**APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)**

1. Name of taxpayer / bidder:

2. Trade name:

3. Identification number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate:

Name:

Telephone number: Code..... Number:

Address:

.....

.....

DATE: 20____ / ____ / ____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

MBD 3.1 PRICING SCHEDULE

**APPOINTMENT OF A SERVICE PROVIDER FOR
PROVISION OF ADVANCED ROAD SAFETY LAW
ENFORCEMENT SOLUTION FOR A PERIOD OF
THIRTY-SIX (36) MONTHS.**

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 12:00	Closing Date 23 APRIL 2024

OFFER TO BE VALID FOR 14 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-	Required by:	.....	.....
-	At:	.....	.....
-	Brand and Model	.....	.....
-	Country of Origin	.....	.....
-	Does offer comply with specification?		<u> </u> YES/NO
-	If not to specification, indicate deviation(s)	.....	.....
-	Period required for delivery	.....	<u> </u>Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	.....	.....

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

**MBD 4
DECLARATION OF INTEREST**

**APPOINTMENT OF A SERVICE PROVIDER FOR
PROVISION OF ADVANCED ROAD SAFETY LAW
ENFORCEMENT SOLUTION FOR A PERIOD OF
THIRTY-SIX (36) MONTHS.**

MBD 4

DECLARATION OF INTEREST

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....
.....

3.7 Have you been in the service of the state for the past **YES / NO**

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

twelve months?

3.7.1 If so, furnish particulars.

.....
.....

3.8 Do you, have any relationship (family, friend, other) with
YES/NO persons in the service
of the state and who may be involved with the evaluation
and or adjudication of this bid?

3.8.1 If so, furnish particulars.

.....
.....

3.9 Are you, aware of any relationship (family, friend, other)
between a **YES/ NO** bidder and any persons in the
service of the state who may be involved with the
evaluation and or adjudication of this bid?

3.9.1 If so, furnish particulars

.....
.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.10.1 If so, furnish particulars.

.....
.....

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

YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

...

Position

.....

Name of Bidder

MBD 6.1 PREFERENCE POINTS CLAIM FORM

**APPOINTMENT OF A SERVICE PROVIDER FOR
PROVISION OF ADVANCED ROAD SAFETY LAW
ENFORCEMENT SOLUTION FOR A PERIOD OF THIRTY-
SIX (36) MONTHS.**

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \text{or} & \mathbf{90/10} \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \text{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \text{or} & \mathbf{90/10} \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \text{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point

system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 Then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company

- Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

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

	..... SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

**APPOINTMENT OF A SERVICE PROVIDER
FOR PROVISION OF ADVANCED ROAD
SAFETY LAW ENFORCEMENT SOLUTION
FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number..... At the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Technical Specification(s)
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
---	---

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.....in my capacity as.....
2. Accept your bid under reference numberdated.....for
The supply of goods/works indicated hereunder and/or further specified in the
annexure(s).
3. An official order indicating delivery instructions is forthcoming.
4. I undertake to make payment for the goods/works delivered in accordance with the
terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice
accompanied by the delivery note.

ITEM NO.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S	POINTS CLAIMED FOR RDP GOALS

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAM

of **71**

WITNESSES

1.

2.

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

**APPOINTMENT OF A SERVICE PROVIDER FOR
PROVISION OF ADVANCED ROAD SAFETY LAW
ENFORCEMENT SOLUTION FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 National Treasury after the <i>Audi alteram partem</i> rule was applied).</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

MBD 9

**CERTIFICATE OF INDEPENDENT BID
DETERMINATION**

**APPOINTMENT OF A SERVICE PROVIDER
FOR PROVISION OF ADVANCED ROAD
SAFETY LAW ENFORCEMENT SOLUTION
FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the

word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without Consultation, communication, agreement or arrangement with any competitor. However Communication between partners in a joint venture or consortium³ will not be construed As collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no Consultation, communication, agreement or arrangement with any competitor regarding:
- (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or Arrangements with any competitor regarding the quality, quantity, specifications and Conditions or delivery particulars of the products or services to which this bid invitation Relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder