

GREATER TZANEEN MUNICIPALITY



SUPPLY CHAIN MANAGEMENT UNIT

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER FOR ELECTRICITY VENDING SYSTEM ON CONSUMERS, ALL INCLUSIVE REVENUE COLLECTION MODEL, DATA INTEGRITY AND ADHOC VERIFICATION AND INDIGENT SUPPORT SOLUTIONS FOR LOCAL MUNICIPALITY, FOR THE PERIOD OF 36 MONTHS (3 YEARS)

BID NO: SCMU 07/2022

NAME OF THE BIDDER:

.....

BID AMOUNT:

AMOUNT IN WORDS:

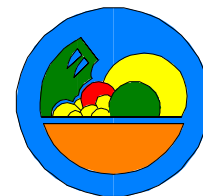
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CLOSING DATE: 02 September 2022 @ 12H00

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PART A: MBD1



**GREATER TZANEEN MUNICIPALITY
GROTER TZANEEN MUNISIPALITEIT
MASIPALA WA TZANEEN
MASEPALA WA TZANEEN**

**ADVERTISEMENT
SUPPLY CHAIN MANAGEMENT UNIT
DEPARTMENT: BUDGET AND TREASURY**

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER FOR ELECTRICITY VENDING SYSTEM ON CONSUMERS, ALL INCLUSIVE REVENUE COLLECTION MODEL, DATA INTEGRITY AND ADHOC VERIFICATION AND INDIGENT SUPPORT SOLUTIONS FOR LOCAL MUNICIPALITY, FOR THE PERIOD OF 36 MONTHS (3 YEARS)

BID NO: SCMU 07/2022

Bids are hereby invited from interested service providers for the Appointment of Service Provider for Electricity Vending System on Consumers, All Inclusive Revenue Collection Model, Data Integrity and ADHOC Verification and Indigent Support Solutions for Local Municipality, For the Period Of 36 Months (3 Years). Bid documents are obtainable at Greater Tzaneen Municipality Supply Chain Management Offices **upon a payment of a non-refundable fee of R700.00 per document payable at the Revenue Offices; Civic Centre, Agatha Street no. 1 or to the following Bank Account: Greater Tzaneen Municipality; Absa Bank; Acc no:4051444332. please write bid number and company name as reference.**

Interested bidders must attach proof of the following documents to avoid disqualification:

Proof of payment for bid document (attach slip / receipt) Original or certified copy of valid BBBEE Certificate or Sworn Affidavit of BBBEE status level; Copy of company registration certificate/ documents from CIPC; Certified ID copies of all director; Copy/ printed Tax compliance status Pin or certificate; statement of municipal rates for both company and directors appearing on CK (not older than 3 months) or copy of Lease Agreement and 3 Months proof of payment (No statements); Certified copies of Permission to Occupy (PTO's) land for bidders residing in Tribal Authority's areas of jurisdiction; CSD registration summary report (not older than 3 months); Joint Venture Agreement (In case of a Joint Venture); initial every page of the bid document; all MBD forms be completed in full.

Bidders must sanitise/ wear gloves when preparing their bid document. Completed bid documents with attachments (supporting documents) must be wrapped in a sealed envelope and be deposited into Greater Tzaneen Municipality bid box, Civic Centre, Agatha Street, marked as Bid No: **SCMU 07/2022, postal address and contact details of the bidder.**

Bid document will only be available from the date of advert.

**Compulsory briefing session: 25 August 2022 @ 10:00 at Old Fire Station, Greater Tzaneen Municipality
Closing date: 02 September 2022 @ 12:00 public opening will be held at Greater Tzaneen Municipality;
Civic Centre; Council Chamber immediately after opening**

EVALUATION OF BIDS

The evaluation of bid will be conducted in two stages, first stage will be the assessment on functionality: Full description and STS (Standard Transfer Specification certificate) – 15 points; Broad based third-party vending footprint provided to municipalities including retail, banks, informal sector and web vendors – 15 points; Hosted on-line vending provided to municipalities – 10 Points; Disaster recovery and business continuity plan – 5 Points; Credit guarantee of R 30, 000 000.00 (Thirty Million Rand), from a reputable financial institution – 15 Points; Letters from municipalities confirming third party vending and arrears collection. At least one to be Live or real time updates for bill payments and arrears collections – dependent on Billing System (if the provider can connect real time) – 15 Points.

Detailed mSCOA implementation approach included, one letter confirming on-line integration - 10 Points; Overview of approach to the STS TID key rollover – 10 Points; Mobile engineering application for field staff - 5 Points only bidders who obtain 70 points will be subjected to 80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the Broad Based Black Economic Empowerment (BBBEE) status level of contributors.

Bidders shall take note of the following bid conditions:

- a) Greater Tzaneen Municipality Supply Chain Management Policy will apply on this bid.
- b) Broad Based Black Economic Empowerment (B-BBEE) Act will apply on this bid.
- c) Greater Tzaneen Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid.
- d) Contract period: 36 months
- e) Council reserves the right to negotiate further conditions with the successful bidder.
- f) Council reserves the right not to appoint.
- g) No bidder will be appointed if not registered on Central Supplier Database.
- h) Late, incomplete, unsigned, faxed or emailed bids will not be accepted.

Technical enquiries should be directed to Ms. R Viljoen @ 015 307 8110 / Ms P Makhubele @ 078 239 9010 / Mr B Tshawe 015 307 8165

Administrative enquiries must be directed to Ms. Z. Modjadji @ 015 307 8199

Mr. D. Mhangwana

Municipal Manager

Greater Tzaneen Municipality

PART B.1
Form of bid

Bid for contract number: SCMU 07/2022

I/We, the undersigned:

Bid for an amount % (vat inclusive) and.

- a) Bid to be in the pool of Greater Tzaneen Municipality as described in both specification and schedule of this Contract.
- b) Agree to be bound by the specifications, prices, terms and conditions stipulated in those schedules attached to the bid document, regarding delivery and execution.
- c) Further agree to be bound by those conditions, set out should this bid be accepted in whole or in part.
- d) Confirm that this bid may only be accepted by the Greater Tzaneen Municipality by way of a duly authorized letter of acceptance; and,
- e) Declare that we are fully acquainted with the Preferential Procurement Forms and Schedules, and the contents thereof and that we have signed the Schedule of Prices – PART “F” and completed the Preference Points claim Forms attached in Part I, J, K, L and M; N; O
- f) Declare that the relevant authorised person thereto will initial each page of the bid document and amendments.
- g) Declare that all information, provided in respect of the bidder as well as the bid documents submitted, is true and correct.
- h) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the municipality.

Signed atthis day of20.....

Signature

Name of the company: _____

Address: _____

As Witness:

1. Name _____ Date ___/___/____ Signature: _____

2. Name _____ Date ___/___/____ Signature: _____

State in cases where the bidder is a Company, Corporation or Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

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

By virtue of _____

Dated _____ a certified copy of which is attached to this bid.

Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

As witness:

1. Name: _____ Date ___/___/____ Signature: _____

2. Name: _____ Date ___/___/____ Signature: _____

Please Note: The prices at which bids are prepared to perform the services must be placed in the column on the form provided for that purpose.

Failure to sign the form of bid and initialling every page of the bid document will result in disqualification of the bidder.

Bidders must sign Form of Bid as well as PART "F," attached to this bid document and on acceptance of a bid by the Greater Tzaneen Municipality. The Conditions of Contracts, Special Conditions, Specifications and Scheduled of prices, attached hereto shall be deemed to be the conditions of Contract between the parties. Failure to complete all blank spaces in the forms and to attend to the other details mentioned herein will render the bid liable to rejection.

Bank account details of Bidder:

Bank: _____

Branch: _____

Branch Code: _____

Account Number: _____

Type of Account: _____

Proof that municipal account is paid in full to be attached (arrangements made with council will be taken into consideration).

PART B. 2
Bidding Information

Details of person responsible for bidding process

Name: _____

Contact number: _____

Address of office submitting bid: _____

Telephone: _____

Fax no: _____

E-mail address: _____

Authority for signatory

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

An example for a company is shown below:

“By resolution of the board of director(s) passed on ____/____/20____

Mr/ Mrs. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract _____ **No** _____

And any contract, which may arise there from on behalf of

Signed on behalf of the company: _____

In his capacity as: _____ **Date:** ____/____/____

Signature of signatory

as witness:

1. **Name** _____ **Date** ____/____/____ **Signature:** _____

2. **Name** _____ **Date** ____/____/____ **Signature:** _____

PART C
General undertakings by the bidder

1.1 Definitions

- 1.1.1 **“Acceptable bid”** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related regulations.
- 1.1.2 **“Chairperson”** means the chairperson of the Greater Tzaneen Municipality Bid Adjudication Committee.
- 1.1.3 **“Municipal Manager”** means the Accounting Officer or Municipal Manager of the Municipality.
- 1.1.4 **“Committee”** refers to the Bid Adjudication Committee.
- 1.1.5 **“Council”** refers to Greater Tzaneen Municipality.
- 1.1.6 **“Equity Ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise.
- 1.1.7 **“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.
- 1.1.8 **“Member”** means a member of the Bid Adjudication Committee.
- 1.1.9 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen-

(i) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1983 and 1993 Constitutions; and/or (ii) Who is a female; and/or

(iii) Who has a disability?

1.1.10 **Service providers”** refers to the bidders who have been successful in being awarded Council contracts.

1.1.11 **SMMEs”** (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more,

as defined in the National Small Business (Act 102 of 1996).

1.1.12 **Contract**” refers to legally binding agreement between Greater Tzaneen Municipality and the service provider.

1.1.13 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.

1.1.14 **“Contractor”** means any natural or legal person whose bid has been accepted by the Council.

1.1.15 **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.

1.1.16 **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance with the accepted bid or price quotation.

1.1.17 **“Written” or “in writing,”** means handwritten in ink or any form of mechanical writing in printed form.

1.1.18 **Functionality”** means technical capability, financial and other resource availability that the service provider needs, to render the service successfully and efficiently and/or deliver in accordance with the specifications.

1.2 INTERPRETATION:

1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -

1.2.2 An expression which denotes: -

1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time.;

1.2.4 When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

1.3 I/we hereby Bid:

- 1.3.1 To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Greater Tzaneen Municipality.
- 1.3.2 On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
- 1.3.3 At the prices and on the terms regarding time for delivery and/or execution inserted therein.

2.1 I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Greater Tzaneen Municipality during the validity period indicated and calculated from the closing time of the bid. This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, scheduled (s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted. notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

- 2.1.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfil the contract when called upon to do so, the Greater Tzaneen Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Municipality.
- 2.1.2 In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid.
- 2.1.3 The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid
or contract.
- 2.1.4 Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

2.1.5 Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings, and I/we undertake to pay the Greater Tzaneen Municipality legal costs on an attorney and own client.

2.1.6 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us. The law of the Republic of South Africa shall govern the contract created by the acceptance to this bid.

2.1.7 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that

I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk

2.1.8 I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract. I/we declare that I/we have participation/no participation in the submission of any other bid for the supplies/services described in the attached documents.

If your answer here is yes, please state the names(s) of the other Bid(s)

involved.....

PART D: GENERAL CONDITIONS OF CONTRACT
GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY
REPUBLIC OF SOUTH AFRICA

Government Procurement: Greater Tzaneen Municipality

General Conditions of Contract July 2010

the purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
 - (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- The General Conditions of Contract will form part of all bid documents and may not be amended.
 - Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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1. DEFINITIONS

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 supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only 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
 - 5.2.1 Except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause.

5.3.1 Shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

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

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

a) 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

7.3 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.

8. INSPECTIONS, TESTS AND ANALYSES

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

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods.
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods.

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

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

14. SPARE PARTS

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

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

15. WARRANTY

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

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 in SCC.

17. PRICES

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

18. CONTRACT AMENDMENTS

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. ASSIGNMENT

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

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 PERFORMANCE

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause
- 21.2 Without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with

the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

(a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause

21.2.

(b) If the Supplier fails to perform any other obligation(s) under the contract; or

(c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier?
- 23.5 Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser.
 - (ii) The date of commencement of the restriction (iii) The period of restriction; and
 - (iv) The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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 antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. FORCE MAJEURE

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. TERMINATION FOR INSOLVENCY

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or

affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. SETTLEMENT OF DISPUTES

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier.

28. LIMITATION OF LIABILITY

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. GOVERNING LANGUAGE

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

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

31. NOTICES

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 PROHIBITION OF RESTRICTIVE PRACTICES

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

PART E

GENERAL PROCEDURES

1. General Directives

1. The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
2. Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
3. Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
4. The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
5. Formal contracts are concluded with the contractors only where this requirement is stated in the bid invitation.
6. All bids with regard to the bidding of a service e.g., materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
7. The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2. Process for competitive bidding

Following are procedures for a competitive bidding process for each of the following stages:

2.1 Compilation of bidding documentation

(a) Take into account –

- The general conditions of contract.
- Any Treasury guidelines on bid documentation; and
- The requirement of the Construction Industry Development Board, in the case of a bid relating to construction, Replacement or refurbishment of buildings or infrastructure.

(b) Include evaluation and adjudication criteria, including any criteria required by other applicable legislation.

- (c) Compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted as MBD 4
- (d) Require the bidders to furnish the following if the value of the transaction is expected to exceed R10 million (VAT included):
- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statement –
- * For the past three years; or
- * Since their establishment if establishment during the past three years
- A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payments is overdue for more than 30 days
 - Particulars of any contracts awarded to the bidder 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
 - A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic
- (e) Stipulate that dispute must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

2.2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Bid Bulletin, and or media, prospective bidders may request copies of the bid documentation.

The Supply Chain Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any Bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid.

No line function staff should be allowed to communicate with potential bidders without the approval by the Chief Financial Officer: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time. The decision to extend the closing date or time rests with the Chief Financial Officer: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

2.4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

(i) Invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Bid Bulletin) and

(ii) Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long-term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

(iii) Accounting officer may determine a closure date for the submission of bids which is less than the 30- or 14-days' requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process

(iv) Bids submitted must be sealed.

(v) The following information must appear in any advertisement:

- * Bid number,
- * Description of the requirements
- * Closing date and time.
- * The name and telephone numbers of the contact person for any enquiries.

2.5 Handling of bids submitted in response to public invitation

(a) Closing of bids

All bids will close at **12H00** on a date as stipulated on the advertisement, which must be reflected in the bid document. Bids are late if they are received at the address indicated in the bid documents after the closing date and time. A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by and explanation.

(b) Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Senior Supply Chain Officer: Supply Chain Management or his/her delegate. The official opening the bids should in each case read out the name of the bidder and the amount of the bid. The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened. Bids should be recorded in a register kept for that purpose.

2.6 Validity of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document. Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

2.7 Consideration of bids

The Council takes all bids duly admitted into consideration.

- The Council reserves the right to accept the lowest or any bid received
- The decision by the municipality regarding the awarding of a contract must be final and binding

2.8. Evaluation of bids

The following are criteria against which all bids' responses will be evaluated:

i) Compliance with bid conditions

- Bid submitted on time.
- Bid forms signed and every page initialled.
- All essential information provided.
- Certified ID copies.
- Proof of work experience (attach CV).
- Original or certified copy of B-BBEE Certificate.
- Submission of an original Tax Clearance Certificate, MBD 2.
- Submission of Company Registration Certificate (CK)

- Submission of a Joint Venture Agreement, properly initialled and signed by all parties
 - Payment of municipal rates
- (ii) Meeting technical specifications and comply with bid conditions.
- (iii) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives, points scored for price and / or points scored for functionality if applicable.

2.9. Evaluation of bids on functionality and price

- (i) Greater Tzaneen Municipality must in the bid documents indicate if, in respect of a particular bid invitation that bids will be evaluated on functionality and price.
- (ii) The total combined points allowed for functionality and price may, in respect of bids with an estimated Rand value above R1, 000,000.00, not exceed 90 points.
- (iii) When evaluating bids contemplated in this item, the points for functionality must be calculated for each individual bidder
- (iv) The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further adjudication.
- (v) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated in sub-regulation (v) above, must, subject to the application of the evaluation system for functionality and price contemplated in this regulation, be established separately and be calculated in accordance with the provisions of regulations c and d.
- (vii) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment Objectives must be calculated separately and must be added to the points scored for functionality and price.
- (vi) Empowerment Objectives must be calculated separately and must be added to the points scored for functionality and price.
- (viii) Scored for functionality and price.
- (ix) Only bid with the highest number of points be selected.

2.10. Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance, however, will only take effect after completion of the prescribed contract form. Unsuccessful bids should not be returned to bidders but should be placed on record for audit purposes. A register or records should be kept of all bids accepted

2.11. Publication of bid information

The particulars of the successful bidders should be published in the Municipality's Bid Bulletin as well as the website

2.12. Cancellation and re-invitation of bids

- (i) In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 million, the bid invitation must be cancelled.
 - (ii) In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 million, the bid must be cancelled.
 - (iii) In the event that the Municipality has cancelled a bid invitation as contemplated in sub regulations (i) and (ii) must re-invite bids and, must, in the bid documents stipulate the correct preference point system to be applied.
- (a) A bid may be cancelled before award if:
- ❖ Due to changed circumstances, there is no longer a need for the goods, works or services offered, or
 - ❖ Funds are no longer available to cover the total envisaged expenditure, or
No acceptable bids were received

PART F

SPECIFICATION

1. INTRODUCTION

The Municipality herewith invites proposals for a multi-utility pre-paid vending system or solution that will be fully integrated with the Municipality existing financial system and applications and function on the existing electronic infrastructure. This appointment will go to a well-Established **Service Provider** to assist the Municipality to render and sustain a comprehensive Vending, **Revenue Enhancement and Revenue Protection Services** to improve **Revenue Collection and Service Delivery** consisting of the following aspects:

- 1.1 The supply, delivery, installation, training and commissioning of the most optimal vending solution for Electricity & Water STS meters, including a cloud based back-end, billing system integration and distributed 3rd party 24-hour vending, offered by the tenderer within the framework and performance specification as detailed in this document.
- 1.2 Performance of credit control & debt collection, all-inclusive revenue protection, data integrity & verification, and indigent support.
- 1.3 Assist the Municipality to improve its financial management, internal controls, data integrity and realize optimum sustainability.
- 1.4 Supply. Deliver and maintain an online bill presentment and bill payment capability
- 1.5 To do an extensive customer meter data audit and review process and the objectives being to have reliable data sources that will consolidate the base for accurate reading, prepaid purchasing and timely billing.
- 1.6 Provide and install STS compliant prepayment water meters
- 1.7 Disaster recovery and business continuity as specified

The period of appointment will be for a period of 3 years. Only tenderers who can offer a fully functional system and are able to provide the specified requirements compliant with the condition of this tender document will be considered. In this regard, it is a requirement that the tenderer must provide proof of at least 5 (five) Municipalities where the proposed solution has been deployed. Bids from suitable service providers will be evaluated according to the set criteria as set out in this document.

2. REQUIREMENTS

Use of Reasonable Skills and Care

In applying the scope of work, it is expected of the service provider(s) to render services that commensurate with the highest expectations of professionals in the industry and to ensure that all legislative requirements are met.

It is expected of the service provider to take ownership of the project and to facilitate a process that commensurate with the integrity of the municipality as a public institution to ensure successful completion of project within budget estimates and time frames.

It will also be required of the service provider to report back at project management team meetings and to contribute to reports on the process progress and outcomes to the relevant officials and/or committees if need be.

It will be required of the service provider to prepare a detailed phased project program for the project within 2 weeks of appointment. This must include system testing and user acceptance. The Service Providers are required to acknowledge the dynamics of proper planning for the practical completion of the project. The completion of the project will be within three (3) months after allocation of the tender.

3. NORMATIVE REFERENCES

The solution offered must be compliant with SABS 1524, the STS Specifications and SABS IEC 1036. The following standards contain provisions which through reference in the SABS 1524 constitute provisions of this specification.

SABS 1524-1:1994	Single-phase electricity dispensing systems, Part 1: Electricity Dispensers.
SABS IEC 1036:1990	Alternating-current static Watt-hour meters.
NRS 009-4-2:1994	National electricity meter cards and associated numbering standards section two national electricity meter number. (Replacing MCI57).
MC 115	National electricity meter card specification for ED's (will be replaced by an NRS spec in future)
IEC 62055-41/51/52	Standard transfer specification edition 2, STS600-8-6
ESKOM XMLVend 2.1	Eskom's specification for standardization of vending client/server protocols
NRS 009-1:1994	Electricity Sales Systems Part 1: Glossary system overview. Preferred requirements for applications in the electricity and water supply industry.

4. DETAILED SPECIFICATION OF VENDING SYSTEM

4.1 System Configuration

- In assessing the hardware, software, network infrastructure availability and requirements at each of the current vending offices, the tenderer shall keep in mind the system configuration required by the Municipality and utilize the current infrastructure belonging to the Municipality. It remains the responsibility of the tenderer to ensure compliance to the tenderer's minimum requirements and to provide the required upgrades where required.
- The vending system must be TCP/IP compliant and functional over Ethernet on a LAN/WAN environment. WIFI, GPRS, ADSL and Diginet lines must also be accommodated.
- The vending solution offered by the tenderer must be capable of managing and vending to Water and Electricity STS compliant meters from a common platform and user interface. A single consumer record must have the capacity to have Electricity and/or water meters linked to it.
- A hosted database configuration set is required with standby disaster recovery capability for business continuity.
- A disaster recovery plan shall be provided with all necessary hardware and infrastructure utilised.
- Assurance of business continuity in the event of a catastrophic systems and / or communications system breakdown in the Municipal environment must be provided. A description of associated redundancies built into the offered solution must also be provided
- The system should have the capacity to provide for a monthly update of a local database copy in the Municipality premises as and when required.

4.2 Physical Location of Servers and Workstations

The configuration envisaged by the municipality is one where the management and vending server(s) will be located off-site in a high availability environment with redundant power and connectivity. Full disaster recovery and business continuity will be provided for.

Vending workstations (credit dispensing units) will be required at each of the vending offices. The system must not be limited to existing workstations and locations. Two offices operate without internet connections and use GPRS based handheld vending units at present. This must be accounted for in the offer. The tenderer is required to evaluate the existing hardware at each of the current offices and submit an optimum solution recommendation to the municipality which includes the provision of any required upgraded hardware.

4.3 System Capacity

The system shall be designed to ultimately accommodate a minimum of 40 000 consumers/meters (SPU's and LPU's). The system must have the capacity to retain a five (5) year transaction history (estimated 50 million transactions) in the live database and older transactions in an archive database. Any system limitations shall be indicated by the tenderer.

5. PERFORMANCE SPECIFICATION

- 5.1 A full and detailed functionality description of the system shall be provided by the tenderer.
- 5.2 The tenderer shall not focus on provisioning of computer hardware since the Municipality will use existing infrastructure where possible. For this reason, it is also imperative that tenderers should be quite clear on where the Municipality's hardware and/or networks lack the capability and/or capacity to function properly with the system proposed by the tenderer and the tenderer should indicate the cost of additional or replacement infrastructure.
- 5.3 A detailed graphical drawing depicting the proposed network and system layout must be drafted to clarify and indicate solution functionality. Should changes be required, full specifications and pricing must be provided.
- 5.4 The system proposed by the tenderer should at least make sure that:
- Different servers are utilized for different applications such as:
- Database functions
 - Management applications
 - Transactions
 - Encryption / Security
 - Disaster recovery
- 5.5 The vending solution should be designed to use a relational database and run as a client server application on a LAN or a WAN. It should be able to run under the Windows Server 2003/2008 and at least Windows XP operating systems. The network for the vending solution is Ethernet. The network protocols shall be TCP/IP and be able to operate real-time over GPRS/EDGE/3G/4G/5G/HSDPA/WIFI/ADSL/Diginet as available in certain areas in the on-line mode
- In order to simplify the third-party integration, process the system will comply with Eskom XMLVend 2.1 (or later). It would be preferred that the system is native XML i.e., that there is no translation interface between the system and an XML client and that all client/server interfaces are based on the XML standard.
 - The system shall be a single database solution which from which both management functions and vending take place for all meter and utility types. All updates to customer data must be immediately available at vending terminals and all transactions made at all sales outlets must be immediately available for reporting on.
 - The vending terminal solution shall be web based or a web application which automatically updates from the host server should updates be posted. Security and data encryption will be provided by mutually authenticated SSL between the vending terminal and the server.

- 5.6 The solution should have the capability to provide pre-paid vending services over the internet/intranet. Customers should be able (should the Municipality wish to activate these options) to purchase prepaid electricity and /or water either via the Internet or a cell phone as follows:
- A registered service on the web where the customer registers for the service. This includes providing the required financial information and then simply authenticating on every transaction.
 - Sales via an application (app) that can be downloaded on the cell phone.
 - The Municipality's vending and credit management rules must still be applicable, and transactions must be made against the Municipality local vending system not an offline copy.
- 5.7 The system should cater for integration to the municipal financial system and other vending mechanisms such as automatic cash handling machines, self-service terminals and other third-party vending networks by providing an API specification/solution to the alternate provider. The tenderer shall assist with integration testing.
- 5.8 The solution shall be able to function on low-bandwidth requirement between remote vending points (credit dispensing units) and the central prepaid system (system master station) and optimized to run over networks (such as GPRS or better/faster), with the maximum packet size being minimal and clearly indicated. GPRS/LTE/WIFI/ADSL/DIGINET connection points should be created on the Greater Tzaneen Municipality infrastructure to directly serve transactions on this type of networks.
- The vending system shall cater for integration with the systems / applications in use. The Municipality uses Phoenix as the financial system. The nature of the integration shall be near-real-time of via and API to import for example, but not limited to the arrears balances / collections to / from the billing system.
- 5.9 The service provider must indicate their approach to the requirements of mSCOA with respect to data exchange between systems.
- The system must cater for storage of all information to comply with financial services regulations (e.g., the storage of all sales/vending transactions).
 - The vending system will provide a web-based interface to allow for management functionality and reporting over the Municipality Intranet and internet. Connections will be secured by mutually authenticated SSL between the management terminals and the web server. The web-based access shall not be limited and must be accessible via Microsoft Internet Explorer, Firefox, Google Chrome and/or similar.
 - Tamper monitoring and specific technologies to effect notifications in this regard should be catered for in the solution.

6. SYSTEM / OPERATION REQUIREMENTS

6.1 General

The administrator(s) must have the option to link directly into the server from their offices for e.g., management, reports, etc. Maintenance staff must have the option to link into the system over a 3G data connection or better from remote locations to perform customer maintenance functions. The best connection available in the areas will be required to be used.

All licenses required must be clearly defined and a list provided with license cost. All limitations must clearly be indicated.

All current data on the current vending systems used by the municipality must be catered for on the supposed vending system. The last 3.5 years data must be migrated into the supposed vending system from the current vending system.

6.2 Access

It must be possible to allocate access rights into the system into users and user groups. Access rights allocations shall be transferred during the data migration process and distributed throughout the system. The

vending system must allow for activation of password ageing functionality. If this function is activated, the password of the user shall expire after a definable amount of time. Early password expiry warnings must be available. In addition, a concurrent log-in limit for log-in attempts is also required. User IDs not used or disabled permanently must not be able to be removed from transaction history data. A full audit trail on user IDs and movement must be kept. Access rights must be configured by the Municipality.

6.3 Arrears

The vending system offered by tenderer shall make it possible for the municipality to deduct arrears from moneys tendered by consumers to purchase pre-paid electricity and / or water. The vending system must be able to define within the applicable arrears scheme and/or credit control policy of the municipality different arrears recovery categories/indexes. Within each category/index, the system shall allow for various recovery alternatives. This must be included and enforced in all electricity dispensing strategies and/or systems, inclusive of third-party vending systems.

The system shall allow for at least:

- Fixed percentage of transaction recovery
- Availability charge recovery on a monthly or daily basis
- Full arrear payment recovery
- Partial or percentage-based arrear recovery and limited sales

6.4 Blocking

The vending system offered by the tenderer will allow for profiled blocking of purchases by customers based on arrears balances in specific account types. Blocking will be configurable by account type and will allow for either no sales or limited monthly sales to customers with arrears balances.

Customers with shared service accounts will all be unblocked simultaneously when any one blocked account is paid in full.

The system must allow for a once off sale after the blocking, limited to an amount which must be configurable by the Municipality.

6.5 mSCOA

The service provider must indicate their approach to the requirements of mSCOA with respect to data exchange between systems.

The service provider must provide proof of at least one on-line integration with a billing system where arrears balances are updated, and transactions are posted to the billing system real-time.

6.6 Engineering

The system must make provision for the generation of all STS engineering vouchers directly from the management terminal and these vouchers can be printed, viewed (without printing) or sent via SMS.

A smart phone-based Engineering application must be provided and should be configurable on any smartphone irrespective of the operating system. The application must allow for issuing of engineering tokens and for field meter replacements with an audit trail including GPS coordinates.

6.7 Free Issues/Replacement Tokens

The vending system should allow the issuing of vouchers free of charge with the requirement to add reasons and free text notes to each issue.

6.8 Key Management

The vending system must support the upload of key management files (KMF) into the system database to configure and connect encryption devices, for STS encryption algorithms. This can be used to load details of new area keys into the encryption device.

STS certification is required, in the name of the bidding company, to a minimum of STS Edition2: IEC62055-41 Ed3, including Electricity and Water units and currency vending and Key Management and Engineering tokens, conforming to a minimum of Edition 1.9 of the STS standards.

6.9 Vendor Credit Management

The vending system should allow a limit for credit that any individual terminal or group of terminals in the system can issue without re-authorization. This amount can be defined per terminal.

The credit update of a terminal must be done by a supervisor (or another user with appropriate access rights) updating the credit limit via the management interface. All updates will be recorded; the records will include the previous credit balance and the user identity, the date and time of the update and a reference field with free text entry. The update will automatically print for audit purposes.

Electricity token limits will be set at terminal group level. These limits may be exceeded by operators with the input of a password to confirm the transaction value.

6.10 Messages

The vending system should allow the utility to define voucher messages that are printed at the bottom of the printed voucher. The municipality must have the option to change the messages according to requirements.

6.11 Registration

The vending system must be able to track any historical connections between the meter, point of connection and the consumer.

6.12 Vending

Vending to a consumer shall only be possible when a point of connection and meter are linked to the consumer and a tariff has been selected. The customer must still be able to do payments although blocked for pre-paid electricity sales.

Should the information on the database differs from the information on the meter card, no token must be generated.

6.13 Search and Filter

The vending system should support full search for the following items in registration:

- Stand number, Unit number, Consumer surname, first names, ID number, postal address details, comments, blocking codes, account number, point of connection (which can be the same as the stand/unit number, meter serial number).
- All these searches can be incremental searches or full word searches. Once the search criteria are entered, the system must display the first record matching the search condition or the closest field at any one time for the search.

6.14 Reports

A monthly comprehensive report, detailing all sales, trends, tampering in stats and graphs formats and any other information that may be required shall be provided.

The vending system should support a set of standard reports and the capability to customize and / or create new Reports. The tenderer undertakes to add or alter reports according to the needs of the Municipality for at least the first six months free of charge.

Printer selection and formatting according to operating system availability must be supported. Exporting of all reports to at least Excel or PDF must be supported. The standard reports required should include:

6.14.1. Standard operator reports

- Operator actions between dates grouped by date
- List of all users registered on the system
- List of all the user's groups and their functions
- List of all the groups and their respective functions

6.14.2. Standard Consumer Reports

- Number of consumers registered by town between dates
- List of POC'S grouped by system area code
- List of all STS meters registered on the system
- List of towns registered on the system
- List of disconnected meters by POC between dates
- List of disconnected meters by disconnect reason between dates
- Consumer information for POC'S
- Total new connections per town
- Total installed meters per town
- Meter replacements per town
- All consumers in alphabetic order

6.14.3. Standard transaction reports

- List of transactions grouped by date between dates
- Sum of transactions grouped by transaction type and tariff
- List of credit and debit card transactions between dates
- Total electricity bought between dates by consumer
- Free issues between dates per meter
- Cheques List between dates
- Low purchases of electricity over a specified period
- Total electricity bought in the last 30 and 90 days
- Breakdown of consumer's purchase times between dates
- Balancing report of credit amounts used against physical transactions
- Reversals between dates
- Summary of all ends of shifts for a user between dates
- All transactions for a meter between custom dates
- Arrears owed by consumer
- Daily cash reconciliation report
- All transactions for an account between dates

- Low consumption report
- Indigent high purchase report
- Total sales by town
- Total sales by operator
- All transactions for one shift on one user
- Shift details for one user
- IBT customer purchase breakdown with graph
- IBT month sales analysis by Tariff Class

6.15 Engineering Reports

- Current power limit for a meter
- Current power limit for all meters
- Audit trail on Amperage changes
- Reports in the vending system must be able to be previewed before printing.

6.16 Software

The vending system should be able to use/support the Windows 10, or earlier software/operating systems. Where systems / operating systems are upgraded, the vending systems must be configured to support such upgrades.

6.17 Tariffs

The vending system must support the use of vending-based tariffs. The system must cater for pre-defined tariffs by date to be created in advance. Tariff structure of current vending systems must be accommodated.

Meter Tariff Index and Customer Tariff Class must not be linked in the system in order to avoid key changes when tariffs are changed, for instance from an Indigent to Domestic tariff.

6.18 Block Tariffs

A block tariff module or stepped tariffs must be able to be defined.

6.19 VAT

The vending system shall support the use of vending-based VAT where the VAT is calculated at the time of vending.

6.20 Security

The vending system interconnections shall be secured with mutually authenticated SSL certificates. The tenderer must describe the process of issue and management of these certificates.

Passwords must meet the Auditor General's requirements in terms of complexity and expiry. An optional One Time Pin for system administrators must be provided for.

6.21 Account Payments

- 6.21.1. In vending, it should be possible to pay off arrears amounts or portions thereof separately from the purchase of actual electricity or water.
- 6.21.2. The solution shall also allow for debtor payments and sundry payments when required by the Municipality. This functionality will allow and provide the Municipality the capability of collecting account payments, arrear amounts as well as sell pre-paid services.

- 6.21.3. The business rules of the municipality will always apply. Current account amounts, arrear amounts, linked account amounts and blocking codes will be transferred from the financial system to the vending system.
- 6.21.4. The system must make provision for capturing of debit– and credit cards payments and cancellation of payments (not tokens). Cancellation options must be linked to access rights.
- 6.21.5. NOTE: The debit card and credit card options must be configurable for each workstation.
- 6.21.6. The system must work in such a manner that the water or pre-paid electricity sales as well as the account payment amount be deducted from the credit amount on the dispensing unit.
- 6.21.7. The system must make provision for account payments on conventional meter accounts and rates accounts.
- 6.21.8. The cashier must be warned before a transaction is finally accepted.
- 6.21.9. The system must allow the cashier different search options but at least the following:
 - Swipe meter card
 - Manually key in meter number
 - Manually key in billing account number

6.22 Vending Amounts

For each workstation in a vending system, a list of predefined typical purchase amounts must be able to be setup individually.

6.23 Third Party Vending

- 6.23.1. The service provider must be integrated with third party vending providers in order to provision the Municipality with a broad-based third-party footprint to sell prepaid electricity locally and nationally.
- 6.23.2. The footprint must include retail chain stores, banks, petrol stations web-based sales using credit card and/or EFT, and non-retail vendors. The service provider must indicate the process and cost, if any, of deploying additional footprint with non-retail (informal) vendors to areas where there is deemed to be insufficient coverage.
- 6.23.3. The service provider should indicate the process that they use to deal with non-retail (informal) vendors that are over-charging customers.
- 6.23.4. The service provider must describe in detail their remittance process where monies collected are paid across to the municipality. This must include payment schedules and administration requirements.
- 6.23.5. A list of vending sites or proposed vending sites, retail stores and banks that will be made available must be provided.
- 6.23.6. Please note: the municipality will not allow voucher-based vending to its customers.

6.24 Exclusions

This document excludes the requirements for small online vending agencies that do not supply their own vending client server. This document is only intended for vending agencies that shall consolidate all interfaces to vending stations through an XMLVend compliant vending client server, which shall in turn communicate with the online vending server.

6.25 Credit Guarantee

Part of this agreement shall be your ability to maintain sufficient credit levels. To avoid running out of credit and therefore being liable for breach of contract, Municipality shall require a credit guarantee of R 30, 000 000.00 (Thirty Million Rand). Failure to maintain sufficient credit levels may constitute a breach of contract and may be grounds for cancellation of the contract.

6.26 TID Rollover

- 6.2625.1 The service provider must supply a detailed plan for the deployment of the STS TID rollover. Options for deploying the key changes and any challenges that may be faced during the process must be

described. Additionally, letters from two municipalities where the service provider is actively updating meters must be supplied.

- 6.2625.2 The system shall be certified for at least STS Edition 2. Proof to be provided with the STS certificate.
- 6.2625.3 The service provider shall describe and be ready to demonstrate the required field service tool to be used as part of the key change process shall the Municipality appoint contractors and/or the service provider to 30 deploy the key changes as part of the Revenue Protection Process

6.27 Implementation and Commissioning

The tenderer shall be responsible for the conversion of current Municipal system data, static as well as historical transaction as well as all meter related data to the new system of which the cost must be included in the proposal.

6.28 System Changes and Enhancements

The tenderer shall indicate corporate policy requirements on system enhancements and changes, including mSCOA compliance and the upcoming key rollover.

6.29 Revenue Protection

- 6.29.1 The tenderer shall conduct field verifications on all properties identified on the existing billing database which cannot be matched to the valuation roll data and provide all data to the municipality for update/regularizing.
- 6.29.2 The Tenderer will provide an audit application which are not limited to a single operating system, which utilises the phone GPS and camera to record audit data, as well as referencing back to the vending system in order to validate customer and address details.
- 6.29.3 Data such as last purchase dates and averages shall be presented to the auditor for them to make informed decisions while they are carrying out the audit. The application must allow for job card functionality, scheduling of audits and routes.
- 6.29.4 As well as recording audit data, the application must allow for meter replacements and for basic engineering tokens to be made, according to the user profile.
- 6.29.5 The application must also allow for offline audit operations as these are data intensive and must be synchronised when the user is in a Wi-Fi zone.
- 6.29.6 Audits must be reported on and reviewed from a web portal which shows the audit activity on a map and is able to present the GIS data to the municipality for loading to their GIS systems. Further to this, the spatial data must be made available to be incorporated in the mainstream Vending solution once the audits have been completed.
- 6.29.7 The audit process must include data cleansing, with updates for account numbers and customer data as a minimum. Any fines or charges to be levied to the customer for tampering must be automatically calculated or must be recorded for approval and implementation at a later stage.
- 6.29.8 Revenue protection staff must be accredited in Law Enforcement as required by the municipality in order to issue penalties to the public with respect to tampering. The Municipality will take care of getting the staff accredited.

6.30 Bill Presentation

The tenderer shall provide a bill presentation and payment channel technology platform for delivery of digital services, and which is able to cater for statement delivery and presentation to customers. The services needed on the bill presentation and payment channels should provide for the following:

- a. Provide for statement and account delivery through multiple channels to the consumers of the Municipality.
- b. Real time payment allocation into the Municipal billing system.
- c. A saving on printing and postage of statements and associated statement costs.
- d. Improvement in revenue collection and account reconciliation.
- e. Improvement in customer demographic/ personal information.
- f. Reduction in costs related to erroneous cut offs, queries, disputes and document requests.
- g. To reduce and/or contain the overall per transaction costs relating to payments accepted from merchants for payment of Municipal Services.

- h. Reduce and/or contain the amount of time needed to administer the cash receipts effected via the various pay points whilst maintaining strong internal controls.
- i. Reduce the amount of time needed to reconcile the bank account, debtor's ledger as well as individual customer's accounts.
- j. Continue to provide Revenue Management department with cost effective processes, equipment, and technologies.

8 COMPLIANCE SCHEDULE (VENDING)

No.	Question	Yes / No	Comments
1	Does the system comply with all the STS specifications as listed in the tender? STS certificate to be supplied in the name of the tenderer. Is the system certified for Electricity and Water vending?		
2	Does the system allow for configuration by the municipality for various system requirements?		
3	Is a list of system limitations attached?		
4	Is a full, detailed functionality description of the system attached?		
5	Is there a detailed strategy for the upcoming TID rollover included with an indication of cost to the Municipality?		
6	Is a detailed graphical drawing of the proposed network and system attached?		
7	Is a detailed disaster recovery plan attached?		
8	Is a comprehensive 3rd Party payment remittance process attached?		
9	Are different servers utilized for the different applications e.g., transaction server, management server, etc.?		
10	Is this a single database solution with no data transfer or replication required?		
11	Does the system have the capability to provide pre-paid services to Electricity and Water customers using a single interface? Does a single Customer record have the ability to link to multiple meter account types?		
12	Does the system integrate to other vending mechanics such as automatic cash handling machines, self-service terminals and other third-party options using Eskom XMLVend as an interface language?		
13	Is the system native XML or does it require a translation interface for XML based vending?		
15	Does the system allow for convenience charges to be charged at specific vending outlets over specific periods?		
16	Does the system provide for integration to the other systems in use at the municipality through the		

	following options: API or periodic bulk export/import/registration of data/meter to and from other business systems, on-line real-time per transaction synchronization of data? Have the requirements of mSCOA been addressed in the offer?		
17	Does the system comply with financial services regulations regarding storage of data?		
18	Does the system provide WEB integration for management functionality and reporting? Specify what standard will be used.		
19	Can the administrators log into the servers directly from their offices? Can admins log in remotely over the internet?		
20	Is a list of license requirements with limitations attached?		
21	Does the system provide for the management of smart metering?		
22	Does the system provide for access rights into the system for users and groups?		
23	Does the system provide for user ID disabled or removed to remain in history transaction data?		
25	Does the system provide for arrear recovery in line with the credit control policy of the municipality?		
26	Does the system provide for at least the following arrear recovery alternatives: fixed percentage of transaction recovery; service-based recovery; full arrear payment recovery; partial arrear payment recovery with limited electricity sales?		
27	Does the system provide for "free issues" (EBSST token) to be SMS'd to specific customers?		
28	Does the system allow a "free issue" (EBSST token) to indigents without having to purchase electricity or pay arrear amounts even if system is set to full arrear recovery?		
29	Does the system print "duplicate invoice" or "copy invoice" on a receipt if the "free issues" (EBSST token) is requested more than once in a calendar month?		
30	Does the system allow the generation of all engineering tokens directly from the system master station?		
31	Does the system allow all engineering tokens to be either printed, viewed without printing or sent through SMS?		
32	Does the system support all the different types of engineering vouchers as specified in the tender?		
33	Does the system provide for up-front vending?		
34	Can the abovementioned amount be defined per workstation?		

35	Does the system provide for messages at the bottom of the token voucher which can be changed by the municipality according to the municipality's requirements?		
36	Does the system keep all historical connections between the meter, point of connection and the customer?		
37	Does the system allow vending when a point of connection, meter or tariff is not linked to a customer?		
38	Does the system allow payment of accounts although a blocking code is active that does not allow the customer to purchase pre-paid electricity tokens?		
39	Does the system provide for at least the standard reports as stipulated in the tender?		
40	Does the system allow for preview of reports before printing?		
41	Is a statistical MONTHLY management Report provided? Is a sample provided?		
42	Does the system support the use of vending-based tariffs?		
43	Does the system provide for pre-defined tariffs by date to be created in advance?		
44	Does the system accommodate the current vending structures of the municipality?		
45	Does the system support IBT (stepped tariffs)?		
46	Does the system support vending-based VAT that is calculated at time of vending?		
47	Does the system provide for batch numbers to follow sequentially and print a breakdown of all money received separately?		
48	Does the system provide for the payment of arrear amounts, current amounts or linked account separately from purchasing pre-paid electricity tokens?		
49	Does the system provide for the cashier to enter the full amount from which the arrear amount will automatically be deducted, and the remainder of the money will then automatically be allocated towards pre-paid electricity sales?		
50	Does the system make provision to warn the cashier before finalizing any transaction?		
51	Does the system provide for integration of historical data?		
52	Is a list of current system users with full contact details supplied?		
53	Was an assessment of current infrastructure done and an optimum solution recommendation attached?		
54	Is the system TCP/IP compliant and be able to operate real-time over Ethernet on a		

	LAN/WAN/WIFI/GPRS/3G/ EDGE/4G/5G/HSDPA/ADSL/DIGINET environment as available in certain areas?		
55	Does the system support vending stations run on at least Windows XP?		
56	Are all communications between client and server secured by mutually authenticated SSL certificates?		
57	Is provision made for periodic data synchronization with an off-line database in the municipal environment?		
58	Does the system support access through any web browser and the latest version of the standard Microsoft Internet Explorer and always keep up with updates by Microsoft?		
59	Does the system function under low-bandwidth requirements with minimum packet size? Please specify the bandwidth.		
60	Does the system cater for a Monthly indigent update from file		
61	Is there an aggregator support letter attached?		
62	Is a policy regarding overcharging by vendors included		
63	Is an ISO 9001-2015 certificate provided in the name of the bidder or their technology provider?		
64	Are there at least 3 options to allow the municipality to choose from with regards TID updates with regards using contractors, municipal staff or a self-service option.		
65	Is a broad-based third-party vending footprint provided to municipalities including major retail, major banks, informal sector and web vendors?		

1. THE SHORT-LISTED BIDDERS WILL BE REQUESTED TO MAKE PRESENTATIONS AT THE MUNICIPALITY

Greater Tzaneen Municipality will evaluate the bidders in three phases being the compulsory technical compliance (Phase1), functionality assessment where bidders need to score minimum of 80 points (Phase2) and finally presentation of solutions by the bidders (Phase3).

Phase 1 – Technical Gatekeeper

Tenderers must comply with all points in order to proceed to phase 2

Item	Description	Comply	
		Yes	No
1	Standard Transfer Specification (STS) Certification to edition 2, STS600-8-6 in the name of the bidding company. Certificate to be provided.		

2	ISO Certification to 9001-2015 in the name of the bidding company or their technology provider? Certificate to be provided.		
3	Confirmation letters from two municipalities that the TID update programme is under way		
4	Proof of XMLVend Based integration into at least one aggregator. At least one confirmation letter is required.		

Phase 2 – Bid Evaluation

Tenderers must score a minimum of 70 points.

Item	Description	Value		Score
1	Single interface integrated multi-utility system, vending Electricity and Water from a single interface. A demonstration of this may be requested.	15	Full description and STS approval	5
			5years or more	
			Full description and STS approval 2 to 5years	3
			Full description and STS approval 1 to 2years	1
			No description and/or STS approval	0
2	Broad based third-party vending footprint provided to municipalities including retail, banks, informal sector and web vendors**	15	5 years or more	5
			2 to 5 years	3
			2 years or less	1
			No experience	0
3	Hosted on-line vending provided to municipalities	10	5years or more	5
			2 to 5 years	3
			2 years or less	1
			No experience	0
4	Disaster recovery and business continuity plan	5	Plan included	5
			No plan	0
5	Credit guarantee of R 30, 000 000.00 (Thirty Million Rand), from a reputable financial institution.	15	Provision	5
			No provision	0
6	Letters from municipalities confirming third party vending and arrears collection. At least one to be Live or real time updates for bill payments and arrears collections –	15	3 letters or more	5
			2 to 3 letters	3
			1 letter	1

	dependent on Billing System (if the provider can connect real time)				
7	Detailed mSCOA implementation approach included, one letter confirming on-line integration	10	Plan and letter included	5	
			No plan and/or letter	0	
8	Overview of approach to the STS TID key rollover	10	Plan included	5	
			No plan	0	
9	Mobile engineering application for field staff	5	Comprehensive tool	5	
			No tool	0	

**Please see below reference list of retail, banks & web vendors to have for full marks point 2

Banks	Corporate Stores	online
ABSA	Pick n Pay	prepaid24.co.za
FNB	Shoprite	
Standard Bank	Spar	
Capitec	Kaap Agri	
Nedbank		
Investec Bank		
Old Mutual		

Phase 3 – Technical Demonstration

Tenderers must score a minimum of 80 points

Item	Description	Maximum Points
1	<p>Vending Cycle</p> <p>Demonstration of a typical online vending cycle. Points will be awarded for clarity and ease of use as follows:</p> <ul style="list-style-type: none"> • Clear/ concise/ easy to use: 20 points • Complicated/ difficult to use 10 points • Failed: 0 points 	20
2	<p>TID Rollover (Key change Process)</p> <p>Demonstrate proposed Key Change/TID Rollover process. Points awarded for clarity and ease of use as follows:</p> <ul style="list-style-type: none"> • Clear/ concise/ easy to use: 25 points • Complicated/ difficult to use 10 points • Failed 0 points 	25
3	<p>Customer Management</p> <p>Demonstration of Customer Management functionality including adding customers, properties, contracts etc. Points awarded for clarity and ease of use as follows:</p> <ul style="list-style-type: none"> • Clear/ concise/ easy to use: 15 points • Complicated/ difficult to use 5 points 	15

	<ul style="list-style-type: none"> Failed: 0 points 	
4	<p>Meter Management</p> <p>Demonstration of meter management functionality. Points awarded for clarity and ease of use as follows:</p> <ul style="list-style-type: none"> Clear/ concise/ easy to use 10 points Complicated 5 points Failed 0 points 	10
5	<p>Financial System Integration</p> <p>Demonstration of the system integration with a Financial Management System preferably Sage. Points will be awarded as follows:</p> <ul style="list-style-type: none"> Integration with Sage: 15 points Integration with other Systems: 5 points <p>Additional points awarded as follows:</p> <ul style="list-style-type: none"> Clear/ concise/easy to use 15 points Complicated/ difficult to use: 5 points Failed 0 points 	15 15

PRICING SCHEDULE

1. VENDING AND MANAGEMENT

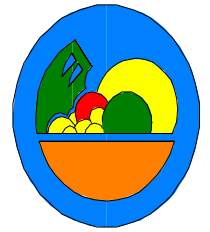
Nr.	Description	Unit of Measure	Price Excl VAT
1.	Vending fee	%	
2.	Arrear collection of other municipal services using the vending platform	%	
3.	Bill presentation including sending sms statements to municipal customers	Rate	
4.	Bill payments including at third party agents	%	
5.	TID Rollover (Key change Process)	Rate	
6.	TID rollover physical verifications	Rate	
7.	Pre-paid electricity meter changes	Rate	
8.	Revenue protection on customers who are not purchasing or low buys	Rate	



GREATER TZANEEN MUNICIPALITY

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Tropiese

INFORMATION REQUIRED FOR BID EVALUATION PURPOSES

1. EXPERIENCE

Complete the below schedule regarding your company previous working experiences on this project.

Client	Contact Person	Contact Number	Contract Value	Contract Period

PART H

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

THE BIDDER'S TAX OBLIGATIONS

1. In order to meet the requirements, bidders are required to complete in full the attached form TCC 00. "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form is available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PART I
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 **(please circle applicable one) YES / NO?**

3.6.1 If so, furnish particulars.

.....

3.7 Have you been in the service of the state for the past twelve months? **(Please circle applicable one)**

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.

YES / NO

3.7.1 If so, furnish particulars.

.....

3.8 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?

(Please circle applicable one) YES / NO

3.8.1 If so, furnish particulars.

.....

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

.....

(Please circle applicable one) YES / NO

3.9.1. If yes, furnish

particulars.....

.....

.....

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

(Please circle applicable one) YES / NO

3.10.1. If so, furnish particulars

.....

3.11 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? **(Please circle applicable one) YES /**

NO

3.11.1 If so, furnish particulars.

.....

3.12 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **(Please circle applicable one) YES / NO**

3.12.1 If so, furnish particulars.

.....

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

Full Name	Identity Number	State Employee Number

Signature

Date

Capacity

Name of Bidder

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

.....
Designation

.....
Name of Bidder

PART J

MBD 6.1

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

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

NB: before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the preferential procurement regulations, 2017.

1. GENERAL CONDITIONS

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

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

1.2 (a) the value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

(b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
Price	
B-BBEE status level of contributor	
Total points for price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the
Broad-Based Black Economic Empowerment Act.
- b) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the
Broad-Based Black Economic Empowerment Act.
- c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.
- d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e) **“EME”** means an excepted micro enterprise in terms of a quote of good practice on Black Economic Empowerment issued in terms of section 9(1) of the broad-Based Economic Empowerment Act.
- f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document.
- g) **“Price”** includes all applicable taxes less on unconditional discounts.
- h) **“Proof of BEE status level of contributor”** means
- 1) BBBEE status level certificate issued by an authorized body or person
 - 2) Sworn Affidavit as prescribed by the BBBEE code of good practice.
 - 3) other requirements prescribed in terms of the BBBEE Act.
- i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on Black Economic Empowerment issued in terms of section 9(1) of the Broad Black Economic Empowerment Act.
- j) **“rand value”** means the total estimated value of a contract in rand, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps \geq 80 \geq 1 \geq \frac{Pt - Pmin}{Pmin} \text{ or } Ps \geq 90 \geq 1 \geq \frac{Pt - Pmin}{Pmin}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin. = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: = (maximum of 20 or 10 points) (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level contributor).

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
------------	--	-----------	--

7.1.1 If yes, indicate:

- (i) What percentage of the contract will be subcontracted?
.....%
- (ii) The name of the sub-contractor.....
- (iii) The B-BBEE status level of the sub-contractor.....
- (iv) Whether the sub-contractor is an EME/SME? **(Please circle applicable one) YES / NO**
- (v) Specific, by ticking the appropriate box, if subcontracting with an enterprise in terms of preferential Procurement Regulations, 2017: **(Tick applicable box)**

Designated Group: An EME or QSE which is at last 51% owned by	EME	QSE
Black People		
Black People who are youth		
Black People who are woman		
Black People with disabilities		
Black People living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black People		
Black People who are military veterans		
Or		
Designated Group: An EME or QSE which is at last 51% owned by	EME	QSE
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of the business:
- 8.2 VAT registration number :
- 8.3 Company registration number.....

8.4 TYPE OF COMPANY/ FIRM (Tick applicable box)

- Partnership/Joint Venture / Consortium
- One-person business/sole proprietor
- Close corporation
- Company
- (Pty) Limited

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g., transporter, etc.

[TICK APPLICABLE BOX]

8.7 Municipal Information

Municipality where business is situated

.....

Registered Account Number

Stand Number

8.8 Total numbers of years the company/firm has been in business?

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process.

- (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
- (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- (d) Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

<p>Witnesses</p> <p>1.....</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS</p> <p>Date:</p> <p>Address:</p> <p style="text-align: center;">.....</p> <p style="text-align: center;">.....</p>

PART K

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9(1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9 (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9 (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[\frac{x}{y} \right] \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date,

one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below, and.
- This declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals.

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state.

2.4. **“Designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.

2.5. **“Duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“Imported content”** means that portion of the bid price represented by the cost of

2.7. components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry.

2.8. **“Local content”** means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place.

2.9. **“Stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.10. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

_____	_____ %
-------	---------

_____ %
_____ %

4. Does any portion of the services, works or goods offered have any imported content?
YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

Local content declaration by chief financial officer or other legally responsible person nominated in writing by the chief executive or senior member/person with management responsibility (close corporation, partnership or individual)

IN RESPECT OF BID No.

ISSUED BY: Greater Tzaneen Municipality

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (Full names),

Do hereby declare, in my capacity as

of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the **Greater Tzaneen Municipality** has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PART L

MBD 7.2

Contract form - rendering of services

This form must be filled in duplicate by both the service provider (part 1) and the purchaser (part 2). Both forms must be signed in the original so that the service provider and the purchaser would be in possession of originally signed contracts for their respective records.

Part 1 (to be filled in by the service provider)

1. I hereby undertake to render services described in the attached bidding documents to **Greater Tzaneen Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number.....at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents,
 - Invitation to bid.
 - Tax clearance certificate.
 - Pricing schedule(s).
 - Filled in task directive/proposal.
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011.
 - Declaration of interest.
 - Declaration of Bidder's past SCM practices.
 - Certificate of Independent Bid Determination.
 - Special Conditions of Contract.
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment 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.

<p>WITNESSES</p> <p>1</p> <p>2</p> <p>DATE:</p>

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

Name (Print)

Capacity

Signature

Name of Firm

Date

PART M

MBD 8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2.1	If so, furnish particulars:		
Item	Question	Yes	No
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:		
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.

Accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....

Signature

.....

Date

.....

Designation

.....

Name of Bidder

PART N

MBD 9

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 bidrigging.
- 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 number:

.....

Bid Description:

.....

In response to the invitation for the bid made by **Greater Tzaneen Municipality**

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation.
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices.

- (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices.
 - (d) The intention or decision to submit or not to submit, a bid.
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid;
 - or (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

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Date

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Position

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Name of Bidder

PART O
Returnable Documents

Checklist On Minimum Requirements

No.	Minimum requirements	Tick	Comment if not attached
1.	Proof of payment for bid document		n/a
2.	Original or certified copy of valid BBBEE Certificate or sworn Affidavit		
3.	Copy of company registration certificate / documents from CIPC		
4.	CSD reports not older than 3 Months		
5.	Certified ID copies of all directors		
6.	Valid Tax Clearance Certificate or Tax pin		
7.	CK/Company registration document;		
8.	Directors must attach CV for key personnel		
9.	Certified ID copies of the directors/members;		
10.	Proof of Residence for both director and company: statement of municipal rates (not older than 3 months) / letter from Tribal Authority/Lease agreement and 3 Months proof of payment		
11.	Certified copies of permission to occupy (PTO's) land for bidders residing in Tribal Authority's areas of jurisdiction		
12.	Initial each page of the bid document		
13.	All MBD forms must be properly completed and signed		
14.	Joint Venture agreement (in case of a joint venture)		
15.	Compulsory briefing session		
16.	All/Any alterations initialled		

Company Representative (Name)

Signature