



**BID DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF THE ONLINE VENDING SYSTEM AND THIRD-PARTY VENDING FOR A PERIOD OF THREE YEARS**

**Bid Number:** MLM 12/2022/23

**SCM Unit contact number:** (016) 973 8740/1/2/3/4

**Department contact number:** (016) 973- 8475

**CLOSING DATE: 14 DECEMBER 2022**

**TIME: 11:00**

<b>DEPOSITED IN THE BID BOX SITUATED AT:</b>
<b>Metsimaholo Local Municipality, No 10 Fichardt Street, Finance Building, Ground Floor</b>

**Name of Bidder:** \_\_\_\_\_

**Bid Amount:** \_\_\_\_\_

**CSD Supplier Number:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Contact no:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Please Note:**

1. No bid or tender will be awarded to a person in the service of the State.
2. No bid or tender will be awarded without submitting Municipal Accounts or lease agreement.
3. No bid or tender will be awarded to tender defaulters or restricted by National Treasury.
4. Bidder must be registered with **Central Supplier Database** from National Treasury and Supplier or Vendor number must be submitted.
5. Other conditions of the bid or tender must be adhered to by the Bidder.
6. Documents must be inserted in a **sealed envelope**; failure to do so will lead to disqualification.
7. **If you are late for the briefing session you will not be allowed to sign the attendance register**

**APPROVED BY: MUNICIPAL MANAGER**

**ADV. L.M.A MOFOKENG:** \_\_\_\_\_



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**PREPARED BY: S. MOTSEI**

**REVIEWED BY: \_\_\_\_\_**

**L. RADEBE**

**RECOMMENDED BY: \_\_\_\_\_**

**HI. LEBUSA**



MBD1

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	MLM 12/2022/23	CLOSING DATE:	14 DECEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF THE ONLINE VENDING SYSTEM AND THIRD-PARTY VENDING FOR A PERIOD OF THREE YEARS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

<b>Metsimaholo Local Municipality</b>					
<b>No 10 Fichardt Street</b>					
<b>Finance Building</b>					
<b>Ground Floor</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No



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

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	<b>R</b>
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
<b>DEPARTMENT</b>	<b>FINANCE</b>	<b>CONTACT PERSON</b>	<b>Mr C. Scheepers</b>
<b>CONTACT PERSON</b>	<b>SCM</b>	<b>TELEPHONE NUMBER</b>	<b>016 973 8475</b>
<b>TELEPHONE NUMBER</b>	<b>0169738740/1/2/3/4</b>	<b>FACSIMILE NUMBER</b>	<b>N/A</b>
<b>FACSIMILE NUMBER</b>	<b>N/A</b>	<b>E-MAIL ADDRESS</b>	<b>Clive.scheepers@metsimaholo.gov.za</b>
<b>E-MAIL ADDRESS</b>	<b>N/A</b>		



MBD1

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE: .....



MBD 3.1

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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**Closing Time:** 11:00

**Closing date:** 14 December 2022

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and Model	.....	
-	Country of Origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
			*Delivery: Firm/Not firm
-	Delivery basis	.....	

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

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

\*Delete if not applicable.

**COMPLAINT REQUIREMENTS**

NO	RETURNABLES	NOTES
1	A copy of a CSD summary report OR CSD number.	<ul style="list-style-type: none"> <li>CSD full report or summary report OR CSD number.</li> <li>Municipality may not make any award to a person whose tax matters are not complaint with SARS, please note that tax compliance will be verified before any award.</li> </ul>
2	Proof of company registration documents with the Director's details must be attached.	<ul style="list-style-type: none"> <li>The company registration documents must indicate the company and director's details.</li> </ul>
3	Fully completed MBD forms	<ul style="list-style-type: none"> <li>Fully Completed and signed in handwriting and in black ink pen.</li> </ul>
4	Joint Venture Agreement	<ul style="list-style-type: none"> <li>If applicable submit a complete and signed JV agreement.</li> </ul>
	<ul style="list-style-type: none"> <li><b>NB! The following documents will not be accepted on ITEM 5; 6 AND 7:</b> Affidavits; Address confirmation letter; invoices from the body corporates or agents, rates and taxes of the lessor (without a lease agreement) and municipal tender / rates clearance letter.</li> </ul>	
5	<p>Latest Municipal rates and taxes account for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.</p> <ul style="list-style-type: none"> <li><b>NB! Strictly submit October, November or December 2022</b> municipal rates &amp; taxes statement.</li> </ul>	<ul style="list-style-type: none"> <li><b>Strictly submit October, November or December 2022</b> municipal rates &amp; taxes statement</li> <li>The submitted account must not be in arrears for more than 3 months.</li> <li>In a case of Rates &amp; Taxes Account being in a family member's name, ONLY MUNICIPAL Account where the address of the Account matches the address on the company registration documents will be accepted) if not in arrears for more than 3 months.</li> </ul>
6	In the event of a tenant renting a lease agreement MUST be attached for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.	<p>The lease agreement must include the following:</p> <ul style="list-style-type: none"> <li>A valid copy of the lease agreement must be signed by (both Lessor and lessee).</li> </ul>



		<ul style="list-style-type: none"> <li>The lease agreement must indicate dates of commencement and expiry or duration.</li> <li>In a case where the lease agreement has expired and there is a clause indicating an automatic renewal, the original lease agreement and a confirmation letter signed by Lessor must be attached.</li> <li>In the occasion where the lease agreement has expired the original lease agreement AND extension must be attached with commencement and expiry dates or duration.</li> </ul>
	<b>Note:</b> If the company registration document's physical address on lease agreement or the municipal rates and taxes statement is the same as the Director's physical address we will accept for both Company & Director.	
7	Municipal rates and taxes for bidders who are from the rural areas for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS/SHARE HOLDERS.	<ul style="list-style-type: none"> <li>In the event that the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.</li> </ul>
8	BBBEE Certificate or Sworn Affidavit	<ul style="list-style-type: none"> <li>Original or certified valid copy of SANAS only accredited BBBEE certificate OR valid Original or copy of BBBEE Sworn Affidavit must be attached. (Failure to submit Valid Certificate or certified copy will result in your bid not being allocated Points for BBBEE).</li> </ul>
9	Fully completed Pricing Schedules	<ul style="list-style-type: none"> <li>Fully completed in handwriting and in black ink pen.</li> </ul>

**Failure to comply with the above-mentioned terms and conditions will deem your bid to be disqualified.**





### **PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>POINTS</b>
<b>1</b>	<p><b>Experience in similar projects (Implementation methodology) (20points)</b></p> <p>For evaluation purpose, the criteria to judge methodology is based on:</p> <ul style="list-style-type: none"> <li>➤ Excellent – system is able to provide vending platform on major banks of SA and major retail including petroleum station.(20points)</li> <li>➤ Good – system is able to provide a good coverage at least more than 50% of the major banks, retails shops including petroleum station.(10points)</li> </ul>	<b>20</b>
<b>2</b>	<p><b>A tract record to determine the experience of the company from Only South African State-Owned Entities (SOEs) (30points)</b></p> <ul style="list-style-type: none"> <li>➤ Signed six (6) appointment letters and corresponding six (6) reference letters; the reference must also confirm or state the vending platforms i.e. banking, easy pay, cellphone, other outlets <b>(both letters 5points each)</b>.</li> </ul> <p><b><i>NB:</i></b> Reference letters must be recent (from January 2019).</p>	<b>30</b>
<b>3</b>	<p><b>Level of expertise and qualifications of personnel (15points)</b></p> <ul style="list-style-type: none"> <li>➤ Bidder must submit a minimum certificate or higher in Electronics and Information and Communication Technology (ICT) qualifications for <b>three key personnel (5points each)</b>.</li> </ul> <p><b><i>NB:</i></b> Attach Organogram of personnel with relevant qualifications</p>	<b>15</b>



<b>4</b>	<b>TID Rollover (Key change Process) 15points</b> <ul style="list-style-type: none"> <li>➤ Bidder to submit a signed letter outlining the process undertaken to perform TID Rollover this must include comparison of completed meter per annum against the total meter of the municipality. <b>(15points)</b></li> <li>➤ If the bidder failed to outline the above. <b>(0points)</b></li> </ul>	<b>15</b>
<b>5</b>	<b>Sufficient tools to carry out a project (20points)</b> <ul style="list-style-type: none"> <li>➤ Computers with software (STS Compliance Licence to be provided), agreement with other platforms i.e. banking, and other retail stores and municipal cashier point <b>(20points)</b></li> </ul>	<b>20</b>
	<b>TOTAL</b>	<b>100</b>
<b>Bidders must obtain a minimum of 70 Points for functionality for further evaluation.</b>		

**MBD 4****DECLARATION OF INTEREST**

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

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....



<sup>1</sup>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.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? .....**YES / NO**

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars. ....

.....

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

3.11.1 If yes, furnish particulars

.....

.....



3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....  
.....

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

**YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....

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

**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....



Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

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

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

1 Are you by law required to prepare annual financial statements for auditing? \*YES / NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

**\*YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

If yes, provide particulars.

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

\* Delete if not applicable



3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**\*YES / NO**

If yes, furnish particulars

.....

.....

Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **\*YES / NO**

If yes, furnish particulars

.....

.....





## CERTIFICATION

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I  
ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**MBD 6.2****DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 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.
- 1.4. 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:



$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand 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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)



Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

- Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**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:** (Procurement Authority / Name of Institution):  
 .....

NB

- 1 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.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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:
- (i) 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 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (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 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

1.2

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **...80/20.....** preference point system shall be applicable; or

b) Points for this bid shall be awarded for:

Price; and

B-BBEE Status Level of Contributor.



1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a 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.

1.5 The purchaser reserves the right to require of a 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 of an entity in terms of a code 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 goods or services, 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 Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black 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 documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE 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-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 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:

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 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 CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 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 of 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 or QSE  
(***Tick applicable box***)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

- 8.1 Name \_\_\_\_\_ of  
company/firm:.....
- 8.2 VAT \_\_\_\_\_ registration  
number:.....
- 8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**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** Total number of years the company/firm has been in business:.....

**8.8** 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-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, 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 paragraphs 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

## WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

**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? (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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>



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



4.7.1	If so, furnish particulars:
-------	-----------------------------

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

**<sup>2</sup> 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.**



MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf

Of : \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.

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

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



.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



## **GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- (iii) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (iv) 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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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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 5 RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and



includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

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

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





### **3. General**

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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

5.3 Except for purposes of performing the contract.

5.4 Any document, other than the contract itself mentioned in GCC clause

5.5 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.

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

### **6. Patent rights**

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



## **7. Performance security**

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

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

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

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

(b) a cashier's or certified cheque

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

## **8. Inspections, tests and analyses**

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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



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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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



### **13. Incidental services**

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

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

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

### **14. Spare parts**

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

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

### **15. Warranty**

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



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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 10 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**

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

## **18. Contract amendments**

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

## **19. Assignment**

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



## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 11 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**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed



services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### **23. Termination for default**

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any 12 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 anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which 13 may be due to him

#### **25. Force Majeure**

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

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

#### **26. Termination for insolvency**

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





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

## **27. Settlement of Disputes**

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

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

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

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

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

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

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

## **28. Limitation of liability**

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

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

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

## **29. Governing language**

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

## **30. Applicable law**

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



### **31. Notices**

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

deemed to be proper service of such notice

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

### **32. Taxes and duties**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (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.

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



## **Detail Scope of work or Terms of reference**

### **Specification requirements**

#### **INTRODUCTION**

The Metsimaholo Local Municipality herewith invites proposals for a pre- paid electricity vending system / solution that will be fully integrated with the Metsimaholo Local Municipality's existing financial system and applications and function on the existing electronic infrastructure.

#### **DESCRIPTION OF THE SERVICES REQUIRED**

The scope of the contract as detailed in this specification is as follows:

- 3.1. The supply, delivery, installation, training and commissioning of the most optimal vending solution, including a hosted back-end and distributed 3rd party 24 hour vending, offered by the tenderer within the framework and performance specification of the Metsimaholo Local Municipality as detailed in this document.
- 3.2. Stand-by and support required as detailed in this document.
- 3.3. Disaster recovery and business continuity as specified.

#### **PROJECT TIMELINES**

The appointed service provider will be required to start immediately after signing the contract and provide the services for a period of three (3) years subject to annual review of service provider's performance. MLM reserves the right to extend the term of appointment for a longer period beyond five (5) years.



## REQUIREMENTS

### USE OF REASONABLE SKILL 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 including budget and cash flow for the project within 2 weeks of appointment. This must include a test, parallel system for at least one (1) month. 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.

### 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. IEC 62055-41 / 62055-51 NRS 009-4-2:1994

Licensed STS Document

Standard transfer specification (STS) - Application layer protocol for one-way token carrier systems / Physical layer protocol for one-way numeric and magnetic card token carriers

National electricity meter cards and associated numbering standards section two national electricity meter number. (Replacing MCI57). Standard transfer specification documents.



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 supply industry.

## DETAILED SPECIFICATION OF VENDING SYSTEM

### ➤ SYSTEM CONFIGURATION

- In making an assessment of 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 Metsimaholo Local Municipality and infrastructure required in delivering the vending service to Metsimaholo Local Municipality. It will however remain the responsibility of the tenderer to ensure compliance to the tenderer's minimum requirements.
- 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 being configured by the Metsimaholo Local Municipality for various system requirements.
- A hosted database configuration set is preferable with standby disaster recovery systems in place for business continuity.
- A disaster recovery plan shall be provided with all necessary hardware and infrastructure requirements and costs, should this be borne by the Municipality.
- 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 provide for a daily update of a local database copy in the Metsimaholo Local Municipality premises.



➤ **PHYSICAL LOCATION OF WORKSTATIONS**

- The configuration envisaged by the municipality is one where the management system server(s) will be located off site in a high availability environment with redundant power and connectivity.
- 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. The tenderer is required to evaluate the existing hardware at each of the current offices and make an optimum solution recommendation to the municipality.

➤ **SYSTEM CAPACITY**

- The system shall be designed to ultimately accommodate a minimum of 50 000 consumers. The system shall 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.

➤ **PERFORMANCE SPECIFICATION**

- A full and detailed functionality description of the system shall be provided by the tenderer.
- The following criteria will receive preference on the Metsimaholo Local Municipality's decision and choice of a particular system offered:
- The tenderer shall not focus on provisioning of computer hardware since the Metsimaholo Local Municipality might provide such once the minimum specification of the hardware required is known. It is however required that full specification (and pricing) of equipment is specified to ensure optimum performance of the system. For this reason, it is also imperative that tenders should be quite clear on where the



Metsimaholo Local Municipality's hardware and/or networks lack the capability and/or capacity to function properly with the system proposed by the tenderer.

- 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.
  
- 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
  - 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/3G/EDGE/HSDPA/GPRS/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 from which both management functions and vending take place. 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.
- The solution should have the capability to provide pre-paid vending services over the internet/intranet. Customers should be able (should the Metsimaholo Local Municipality wish to activate these options) to purchase prepaid electricity 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. The Metsimaholo Local Municipality's vending and credit management rules must still be applicable and transactions must be made against the Metsimaholo Local Municipality local vending system not an offline copy.
- 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), with the maximum packet size being minimal and clearly indicated.  
GPRS/WIFI/ADSL/DIGINET connection points should be created on the Metsimaholo Local Municipal infrastructure to directly serve transactions on this type of networks.
- The vending system shall cater for integration with the systems/applications in use. The Metsimaholo Local Municipality uses the BCX SOLAR system as the financial system of choice. The nature of the integration catered for by the solution shall be as follows:
  - ✓ Periodic bulk export / import of arrears balances / collections to / from the billing system;
  - ✓ 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 Metsimaholo Local Municipal Intranet and internet. Connections will be secured by mutually authenticated SSL between the





management terminals and the web server. The standard Microsoft Internet Explorer will be used for this. The system must ensure that the program supports the latest version of Microsoft Internet Explorer and always keep up with updates by Microsoft. The currently deployed version of the latest Microsoft browser is EDGE

- ✓ Tamper monitoring and specific technologies to effect notifications in this regard should be catered for in the solution. This includes and integrated mobile audit application which should record GPS coordinates and picture evidence of audit data and should run on any Android based smart phone. Tenderers should describe his solution in detail and be prepared to demonstrate it.

## **SYSTEM / OPERATION REQUIREMENTS**

### **➤ 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 from remote locations to perform customer maintenance functions.
- 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 years data must be migrated into the supposed vending system from the current vending system.

### **➤ 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 particular 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 Metsimaholo Local Municipality.

➤ **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. 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
- ❖ Service based recovery
- ❖ Full arrear payment recovery
- ❖ Partial arrear recovery and limited sales

➤ **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.

➤ **FREE BASIC ELECTRICITY**



- The vending system software offered shall allow preferential treatment of individual consumers [Indigents] through application discount indexes. Discounts will be given to the specific consumers by adding “free” utility units to the purchase value. The customer must be able to receive such a “free” token (BSST token) without purchasing electricity or paying his arrears. Should such “free” token (BSST token) be re-issued/re-printed, the receipt must clearly indicate that this is a duplicate receipt.

➤ **ENGINEERING**

- The system must make provision for the generation of all engineering vouchers directly from the system master station and these vouchers can be printed, viewed (without printing) or sent via SMS.
- The vending system should support different types of engineering vouchers, which includes:
  - ❖ STS tokens (non meter specific).
  - ❖ Meter specific tokens for STS – require password authorization.
  - ❖ All other STS-specified engineering tokens.
- The non-meter specific vouchers for all meters are:
  - ❖ Initiate dispenser test
  - ❖ Test breaker/disconnect mechanism
  - ❖ Test display
  - ❖ Display totals
  - ❖ Display key revision number
  - ❖ Display tariff index
  - ❖ Test voucher input device
  - ❖ Display power limit
  - ❖ Display tamper status
  - ❖ Display power consumption
  - ❖ Display meter version
  - ❖ Display phase power unbalance limit



- The meter specific vouchers for all meters are:

- ❖ Set power limit
- ❖ Set LED levels
- ❖ Clear credit
- ❖ Tamper reset
- ❖ Key change

➤ **FREE ISSUES**

- The vending system should allow the issuing of vouchers free of charge.

➤ **GENERAL DATA IMPORT / EXPORT**

- The vending system must have a general data import/export interface capable of reading ASCII files created by other applications. This import interface can be used to upload or download registration data from existing databases and/or billing systems. It covers meters, consumers, credit dispensing units and their connections with each other and to the various charges such as tariffs, taxes, etc. All transaction data must be transferred to the billing system on at least a daily basis. This includes arrear payments, current account payments, linked account payments and “free” vouchers (BSST issues).

➤ **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 6 certification is required for Key Management.

➤ **LIMITS**

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



- The credit update of a workstation 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.

➤ **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.

➤ **REGISTRATION**

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

➤ **GENERAL ISSUES**

- 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 differ from the information on the meter card, no token must be generated.

➤ **SEARCH AND FILTER**

- The vending system should support full search for the following items in registration:
  - ❖ Consumer surname, first names, ID number, postal address details, comments, blocking codes, account number, point of connection, meter serial number.



All of 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.

➤ **REPORTS**

- 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.

❖ 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

❖ 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



❖ 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
- ✓ Cheque 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 end 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 a 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

❖ 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.



➤ **SOFTWARE**

- The vending system should be able to use/support the following software/operating systems:
- ❖ Windows XP Professional. Windows 7, Windows 8, Windows 10 and preferably Windows 11.

➤ **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 musty not be linked in the system in order to avoid key changes when tariffs are changed, for instance from an Indigent to Domestic tariff.

➤ **BLOCK TARIFFS**

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

➤ **VAT**

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

➤ **ACCOUNT PAYMENTS**

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





- The solution will make provision for configurable blocking codes.  
The system must automatically remove the blocking code once the full arrear amount has been paid should the system be set to this configuration. Once credit control amounts were used to allow for special credit and payments other than the original arrear amount, the system should automatically revert back to the original arrear amount and blocking code taking the once-off payment into consideration. This option must only be available for that specific day and must only be a once-off transaction. This option must be controlled by specific access rights.
- The system should provide for current account payment, linked account payment as well as arrear payment and pre-paid electricity sales. The full amount tendered should be entered and the amounts paid should be automatically deducted from this tendered amount. The full arrear amount should automatically be deducted from any amount tendered before any sale or any other payments can be done. The remainder should be defaulted to electricity pre-paid sales with the cashier having the option to change this amount and the change must then be displayed. Should the customer wish to also pay a current amount, the operator must be able to manually have the option to accommodate this payment.
- The solution will have the capability to accommodate linked accounts e.g. a rates account on a pre-paid account and be able to force payment on linked account should linked account be in arrears before any pre-paid services will be allowed on the pre-paid account.
- All different amounts must be clearly displayed on the vending system screen.
- The business rules of the municipality will apply at all times. Current account amounts, arrear amounts, linked account amounts and blocking codes will be transferred from the financial system to the vending system.
- 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.

**NOTE:** The debit card and credit card options must be configurable for each workstation.



- The system must make provision for linked accounts with different account numbers and it must be possible to pay different amounts on all or some of these linked accounts in one transaction. The total of all the accounts payable will be entered and the amounts paid deducted from the amount tendered.
- The system must work in such a manner that the pre-paid electricity sales as well as the account payment amount be deducted from the credit amount on the dispensing unit.
- The system must make provision for account payments on conventional meter accounts and rates accounts.
- The cashier must be warned before a transaction is finally accepted.
- 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

➤ **VENDING AMOUNTS**

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

➤ **IMPLEMENTATION AND COMMISSIONING**

- The tenderer shall be responsible for the conversion of current Metsimaholo Local 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.

➤ **SYSTEM CHANGES AND ENHANCEMENTS**

- The tenderer shall indicate corporate policy requirements on system enhancements and changes.

➤ **SYSTEM SITE VISIT/DEMONSTRATION**



- The Metsimaholo Local Municipality retains the right to request a full system demonstration and/or site visit. The tenderer undertake to arrange as such. A full list of current system users with contact details should be supplied by the tenderer. The municipality reserves the right to contact any of these users and the tenderer undertakes to arrange a site visit to any user(s) as indicated by the Municipality within a specified timeframe as agreed on.

➤ **CUSTOMER REFERENCES**

- The Metsimaholo Local Municipality may wish to contact one or more of the tenderer's reference clients during the tender evaluation period. Please provide contact names and details of the individuals who should be contacted in this regard.
- Contact with your reference clients will be arranged through the tenderer, but the Metsimaholo Local Municipality reserves the right to conduct these information sharing sessions without representatives from the tenderer being present.

➤ **THIRD PARTY VENDING**

- The tenderer must provide an undertaking that all banking and major retail channels will be provided at the vending rate
- The tenderer must demonstrate this capacity and must supply documentation from third party channels to validate the partnership.
- Only real-time sales will be considered, the sale of scratch cards or the like requiring conversion to electricity vouchers will not be accepted.
- The tenderer must describe in detail the remittance process to be followed between the parties and the periods over which monies will be paid to the Municipality.

➤ **CONVENIENCE CHARGES**

- The system shall be capable of charging convenience fees to customers utilising selected sales channels based on the day of the week and the time of the day. The charges will be in the form of a fixed fee per transaction.

➤ **VALUE ADDED SERVICES**



- The service provider must be able to illustrate that they are able to (and have references of municipalities where they've done it before):

(a) Provide a fully funded and 100% risk free funding with repayment structure linked to the meter income generation, supply install and monthly management of Smart Meters as per the quantity required by the municipality

(b) Meter must be approved by the Electrical Department before installation,

(c) The service will be utilised on as and when required basis

**NB:** This is not a disqualification criteria bidders can choose not to provide information.

➤ **DATA OWNERSHIP**

- All the information on consumers and related data in the hosted databases will remain the property of the Metsimaholo Local Municipality at all times and will not be disclosed as a whole or in part to any third party without the express permission of the Metsimaholo Local Municipality.
- Any data archived and warehoused on behalf of the Metsimaholo Local Municipality shall be accessible at any time by the Metsimaholo Local Municipality or its appointed auditor.



## SYSTEM COMPLIANCE SCHEDULE

No.	Question	Yes / No	Comments
1	Does the system comply with all the STS specifications as listed in the tender, including certification for STS electricity? STS certificate to be supplied.		
2	Does the system have the capability to provide pre-paid services according to the municipality's rules over the internet/intranet?		
3	Does the system provide for smart metering?		
4	Does the system provide for access rights into the system for users and groups?		
5	Does the system provide for user ID disabled or removed to remain in history transaction data?		
6	Does the system provide for "free issues" (EBSST token) to specific customers like indigents?		
7	ISO Certification to 9001-2015 in the name of the bidding company. Certificate to be provided.		
8	Does the system allow a "free issue" (BSST token) to indigents without having to purchase electricity or pay arrear amounts even if system is set to full arrear recovery?		



## SYSTEM CONFIGURATION

No.	Question	Yes / No	Comments
1	Does the system allow for configuration by the municipality for various system requirements?		
2	Is a list of system limitations attached?		
3	Is a full, detailed functionality description of the system attached?		
4	Is a full specification of required equipment for optimum performance attached?		
5	Is a detailed graphical drawing of the proposed network and system attached?		
6	Is a detailed disaster recovery plan attached?		
7	Is a comprehensive 3rd Party payment remittance process attached?		
8	Are different servers utilized for the different applications e.g. transaction server, management server, etc.?		
9	Is this a single database solution with no data transfer or replication required?		



<b>10</b>	Does the system integrate to other vending mechanics such as the ADO AVM and other third party service providers using Eskom XMLVend as an interface language?		
<b>11</b>	Is the system native XML or does it require a translation interface for XML based vending?		
<b>12</b>	Does the system allow for convenience charges to be charged at specific vending outlets over specific periods?		
<b>13</b>	Does the system provide for integration to the other systems in use at the municipality through the following options: periodic bulk export/import/registration of data/meter to and from other business systems, on-line real-time per transaction synchronization of data?		
<b>14</b>	Does the system comply with financial services regulations regarding storage of data?		
<b>15</b>	Does the system provide WEB integration for management functionality and reporting? Specify what standard will be used.		



<b>16</b>	Can the administrators log into the servers directly from their offices? Can admins log in remotely over the internet?		
<b>17</b>	Is a list of license requirements with limitations attached?		
<b>18</b>	Does the system provide for arrear recovery in line with the credit control policy of the municipality?		
<b>19</b>	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?		
<b>20</b>	Does the system print "duplicate invoice" or "copy invoice" on a receipt if the "free issues" (BSST token) is requested more than once in a calendar month?		
<b>21</b>	Does the system allow the generation of all engineering tokens directly from the system master station?		
<b>22</b>	Does the system allow all engineering tokens to be either printed, viewed without printing or sent through SMS?.		





<b>23</b>	Does the system support all the different types of engineering vouchers as specified the tender?		
<b>24</b>	Can the abovementioned amount be defined per workstation?		
<b>25</b>	Does the system provide for up-front vending?		
<b>26</b>	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?		
<b>27</b>	Does the system keep all historical connections between the meter, point of connection and the customer?		
<b>28</b>	Does the system allow vending when a point of connection, meter or tariff is not linked to a customer?		
<b>29</b>	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?		
<b>30</b>	Does the system provide for at least the standard reports as stipulated in the tender?		
<b>31</b>	Does the system allow for preview of reports before printing?		



<b>32</b>	Does the system support the use of vending based tariffs?		
<b>33</b>	Does the system provide for pre-defined tariffs by date to be created in advance?		
<b>34</b>	Does the system accommodate the current vending structures of the municipality?		
<b>35</b>	Does the system support IBT (stepped tariffs)?		
<b>36</b>	Does the system support vending based VAT that is calculated at time of vending?		
<b>37</b>	Does the system provide for batch numbers to follow sequentially and print a breakdown of all money received separately?		
<b>38</b>	Does the system provide for the payment of arrear amounts, current amounts or linked account separately from purchasing pre-paid electricity tokens?		
<b>39</b>	Does the system provide for users with specific access rights to change the full arrear amount to a specific amount and then allows a limited electricity sales amount after which the system must automatically revert back to the original arrear amount taking into		



	consideration the amount paid by the transaction?		
<b>40</b>	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?		
<b>41</b>	Does the system make provision to warn the cashier before finalizing any transaction?		
<b>42</b>	Does the system provide for integration of historical data?		
<b>43</b>	Does the system provide for user lock-out after a number of wrong password entries?		
<b>44</b>	Is a list of current system users with full contact details supplied?		
<b>45</b>	Was an assessment of current infrastructure done and an optimum solution recommendation attached?		
<b>46</b>	Is the system TCP/IP compliant and be able to operate real-time over Ethernet on a LAN/WAN/WIFI/GPRS/3G/EDGE/HSDPA/ADSL/DIGINET environment as available in certain areas?		



<b>47</b>	Does the system support vending stations running on at least Windows 10?		
<b>48</b>	Are all communications between client and server secured by mutually authenticated SSL certificates?		
<b>49</b>	Is provision made for periodic data synchronization with an off-line database in the municipal environment?		
<b>50</b>	Does the system support the latest version of The standard Microsoft Internet Explorer (EDGE) and always keep up with updates by Microsoft.		
<b>51</b>	Does the system function under low-bandwidth requirements with minimum packet size? Please specify the band-width.		
<b>52</b>	Is an integrated audit application included in the offer?		

**PRICING SCHEDULE:**

DESCRIPTION OF SERVICES	FEE BASED STRUCTURE	RATES	TOTAL
Software license		R	R
Vending monthly commission	@Estmiated monthly sales of R21,000,000 (estimated monthly sales X percentage)	%	R
<b>Project Implementation fees:</b>			
1. System Configuration	hourly	R	R
2. Data migration	hourly	R	R
3. System testing	hourly	R	R
4. Project management	hourly	R	R
<b>Bidder may include other cost necessary for the project:</b>			
5.		R	R
6.		R	R
7.		R	R
8.		R	R
9.		R	R
<b>SUB-TOTAL</b>			R
<b>VAT 15%</b>			R
<b>TOTAL BID AMOUNT</b>			R

***\*The bidder MUST fully complete Pricing Schedule in handwriting and in black ink pen failure will deem your bid to be disqualified.***



ANNUAL PRICE ESCALATION IN PERCENTAGE	
2 <sup>ND</sup> YEAR	%
3 <sup>RD</sup> YEAR	%

**\* The municipality reserves the right to negotiate the percentage escalation.**



**Supply Chain Management Unit hereby invites bids for the following requirements:**

Bid No. MLM	Bid Description	Evaluation Criteria	Bid Fee	Closing Date	Technical Contact Person
12/2022/23	Appointment of a service provider for provision of the online vending system and third-party vending for a period of three years.	80/20 Price and functionality	R 500.00	14 December 2022 @ 11h00 FINANCE BUILDING 2 <sup>ND</sup> FLOOR FOYER	Mr C. Scheepers 016 973 8475

**Bids terms and conditions:**

1. Bids shall be evaluated and adjudicated in accordance with the Supply Chain Management Policy of Metsimaholo Local Municipality.
2. **WHERE A COMPULSORY BRIEFING SESSION IS REQUIRED, THE ONUS IS ON THE BIDDER TO ATTEND AND ARRIVE ON TIME, AS LATE ARRIVALS SHALL NEITHER BE ALLOWED INTO THE VENUE NOR WILL THEY BE PERMITTED TO SIGN THE ATTENDANCE REGISTER, AND THEREBY THEY WILL BE DEEMED TO BE ABSENT AND THEIR BIDS SHALL NOT BE CONSIDERED.**
3. Tender documents will be available at the **SCM Office, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg, finance building, 1<sup>st</sup> floor.**
4. Non-refundable tender document fee is payable in cash between 07:30am and 15:30pm at the **cashiers in the Rates Hall, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg.**
5. **TENDER DOCUMENTS CAN ALSO BE DOWNLOADED ON E-TENDER @www.etenders.gov.za**
6. The municipality reserves the right to accept the tender in part or totally reject it.
7. **Tenders endorsed with their specific Tender Numbers must be placed in the tender box located at Metsimaholo Local Municipality, Ground floor, Finance Building, 10 Fichardt Street, Sasolburg.**
8. Late tenders will not be accepted.
9. Incomplete tenders may be disqualified.
10. No faxed or e-mailed tenders shall be accepted.
11. The municipality reserves the right to accept any tender price and not necessarily the lowest, and to withdraw any bid before the award.
12. Bidders must comply with the requirements as specified in a tender document; failure to comply may lead to non-consideration (disqualification).
13. No bids from the persons in the service of the state such as Councillors, and other elected representative (MPs, MPLs), public servants, national and provincial, municipal officials, directors of public and municipal entities are barred from engaging in business with the municipality.

ADV L.M.A MOFOKENG

Municipal Manager

Notice No: 09/2022/2023



**BIDDER MUST USE THE ANNEXURE'S ATTACHED  
HERETO TO INCLUDE THE REQUIRED RETURNABLE  
DOCUMENTS**

**NB: None submission of this supporting documents may  
lead to disqualification**





## **ANNEXURE A**

### **Central Supply Database (CSD) Summary Report**



## **ANNEXURE B**

### **Company Registration Document**

Certificate issued by Companies and Intellectual Property Commission



## **ANNEXURE C**

Joint venture agreement (If applicable)



## **ANNEXURE D**

**Latest Municipal rates and taxes account OR lease agreement for the COMPANY**



## **ANNEXURE E**

**Latest Municipal rates and taxes account OR lease  
agreement for the DIRECTORS / TRUSTEES /  
MEMBERS / SHAREHOLDERS**



## **ANNEXURE F**

### **BBBEE Certificate or Sworn Affidavit**



**BIDDER MUST USE THE ANNEXURE'S ATTACHED  
HERETO TO INCLUDE THE REQUIRED  
RETURNABLE DOCUMENTS FOR FUNCTIONALITY**

**NB: None submission of this supporting  
documents will lead to no points award**



## **ANNEXURE G**

### **EXPERIENCE IN SIMILAR PROJECTS (IMPLEMENTATION METHODOLOGY)**





## **ANNEXURE H**

**A TRACT RECORD TO DETERMINE THE EXPERIENCE OF THE  
COMPANY FROM ONLY SOUTH AFRICAN STATE-OWNED  
ENTITIES (SOE's)**



## **ANNEXURE I**

LEVEL OF EXPERTISE AND QUALIFICATIONS OF PERSONNEL

**NB:** ATTACH ORGANOGRAM OF PERSONNEL WITH RELEVANT QUALIFICATIONS



## **ANNEXURE J**

### **TID Rollover (Key Change Process)**



## **ANNEXURE K**

Sufficient tools to carry out a project