

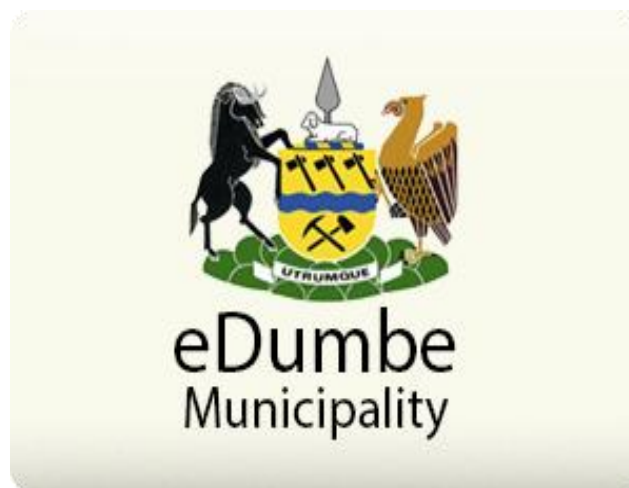
# BID DOCUMENT

TENDER NO. EDUMT12/2022/23

TENDER DESCRIPTION: ELECTRICITY VENDING SERVICES: 36 MONTH  
CONTRACT

07 SEPTEMBER 2022

PREPARED FOR AND BY:



NAME OF BIDDER : \_\_\_\_\_

CSD SUPPLIER NO : \_\_\_\_\_

TENDERED AMOUNT (WORDS) : \_\_\_\_\_

\_\_\_\_\_

TENDERED AMOUNT (FIGURES) : \_\_\_\_\_

TEL NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

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## EDUMBE MUNICIPALITY

### TENDER NO: EDUMT12/2022/23

#### PROJECT DESCRIPTION: ELECTRICITY VENDING SERVICES: 36 MONTHS CONTRACT

##### 1.1 TENDER NOTICE AND INVITATION TO TENDER

##### **IMPORTANT NOTICE ON DISQUALIFICATIONS**

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

The Municipality shall adjudicate and award tenders in accordance with **the Preferential Procurement Policy Framework Act 5 of 2017 and revised Preferential Procurement Regulation of 2017** on 100 points functionality and on a 80/20 points system, where 80 points are for the price and 20 points for BBEE according to the said legislation. Tenders are required to submit valid BBEE status level verification certificates or sworn affidavits.

1. If the bidder is not registered on the National Treasury’s Central Supplier Database (CSD) with a compliant tax status and active business status,
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
4. Scratching out without initialising next to the amended rates or information, writing over or painting out rates affecting evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
6. The Bid document has not been properly signed by a party having Authority to do so, according to the example of “**Authority of Signatory**”.
7. No authority of signatory submitted – where it is stated that a **duly signed and dated original or certified copy of the company’s relevant resolution on the company letterhead** of their members or their board of directors, must submitted.
8. Particulars required in respect of the bid have not been completed, except if information required on Preference Schedule in respect of BBEE status level of contribution, is not completed, the bid will not be disqualified but no preference points will be awarded.
9. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
10. The bid has been submitted either in the wrong tender box or after the relevant closing date and time.
11. Failure to provide a valid certificate from the Department of Labour, or a declaration by a designated employer that it complies with the Employment Equity Act 55 of 1998.
12. If any municipal rates and taxes or municipal service charges are owed by the bidder **and** any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
13. If any bidder who during the last five (5) years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
14. The Accounting Officer must ensure that irrespective of the procurement process followed, no ward may be given to a person;
  - i. Who is in the service of the state, or

- ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state, or
  - iii. Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
15. Failure to provide Valid company registration documents and certified Identity Documents of the director(s) of the company
  16. Bid offers will be rejected if the bidder or any of its directors is(are) listed on the National Treasury List of Restricted Suppliers and List of Tender Defaulters, as persons prohibited from doing business with the state.
  17. Bid offers will be rejected if the bidder has abused the EDumbe Municipality's Supply Chain Management System.
  18. Failure to attach a copy of a valid signed Joint Venture/Consortium Agreement (if applicable) to the bid document.
  19. Form of Offer and Acceptance not completed (**amount in figure and words**) and signed by the authorised signatory.
  20. Not signing of all relevant forms in the tender document on the spaces provided.
  21. Failure to attach a copy of the technical proposal in .pdf format at the same time and in the same envelope or package as the hard copy of the proposal and tender document.
  22. Failure to submit information in accordance to the terms of reference (ToR) requirements and procedures may result in a cause for disqualifications.

**EDUMBE MUNICIPALITY****BID DOCUMENT****TENDER NO: EDUMT12/2022/23****PROJECT DESCRIPTION: ELECTRICITY VENDING SERVICES: 36 MONTH CONTRACT****INVITATION TO BID**

Tenders are hereby invited from Service Providers with relevant experience and compliance documents to bid for the following.

These are subject to the PPPFA and the Preferential Regulations 2017 and the General Conditions of Contract and, if applicable, to any special conditions of contract.

| <b>Bid No</b>   | <b>Description</b>                               | <b>Non-Refundable Bid fee</b> | <b>Closing Date</b> |
|-----------------|--|-------------------------------|---------------------|
| EDUMT12/2022/23 | ELECTRICITY VENDING SERVICES : 36 MONTH CONTRACT | R 337.33                      | 07 SEPTEMBER 2022   |

The municipality will adjudicate and award bids in accordance with the BBBEE status level of contributor using the 80/20 point system, where 80 will be allocated to price and 20 to BBBEE level of the contributor. The bid will be subject to functionality evaluation (company experience=20, experience of staff=10, vending software= system=40, product ownership=20, third party vending=10). A minimum qualifying score of 70% will be required for bids to be further evaluated. Bids will remain valid for 90 days.

Bid documents will be available from 19 August 2022 by for download on [www.etenders.gov.za](http://www.etenders.gov.za) and the municipal website [www.edumbe.gov.za](http://www.edumbe.gov.za)

**Completed bids with technical proposals in sealed envelopes, clearly marked with the relevant bid number and description, should be deposited in the bid box situated at the offices of the EDumbe Municipality, 10 Hoog Street, Paulpietersburg, where bids will be opened in public.**

**NB:** Bidders should ensure that bids are delivered in time to the correct address. Late bids will not be accepted. EDumbe Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept any bid as a whole.

**Technical enquiries to:** [ntulia@edumbe.gov.za](mailto:ntulia@edumbe.gov.za). **Administrative queries can be directed to the SCM Unit at or by email to** [nkambulep@edumbe.gov.za](mailto:nkambulep@edumbe.gov.za).

**JFK KHUMALO**  
**ACTING MUNICIPAL MANAGER**

**EDUMBE MUNICIPALITY****APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF  
ELECTRICITY VENDING SERVICES FOR A PERIOD OF 36 MONTHS****TENDER NO: EDUMT12/2022/23****PROJECT DESCRIPTION: ELECTRICITY VENDING SERVICES: 36 MONTH CONTRACT****1.2 TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004.

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the sub clause in the Standard Conditions of Tender to which it mainly applies.

| <b>Sub-clause</b> | <b>Data</b>   |
|-------------------|---|
| 1.                | The employer is the <b>EDUMBE MUNICIPALITY</b> .  |
| 2.                | <p>The Project Document issued by the employer consists of the following:</p> <p><b><u>THE TENDER</u></b></p> <p><b>1. TENDERING PROCEDURES</b></p> <p>1.1 Tender Notice and Invitation to Tender</p> <p>1.2 Tender Data</p> <p><b>2. RETURNABLE DOCUMENTS</b></p> <p>2.1 List of Returnable Documents</p> <p>2.2 Returnable Schedule</p> <p><b>THE CONTRACT</b></p> <p><b>3. AGREEMENT AND CONTRACT DATA</b></p> <p>3.1 Form of Offer and Acceptance</p> <p>3.2 Contract Data</p> <p><b>4. PRICING DATA</b></p> <p>4.1 Pricing Instructions</p> <p>4.2 Bills of Quantities</p> |

| Sub-clause                                   | Data  |   |             |        |       |  |   |   |           |
|--|---|---|-------------|--------|-------|--|---|---|-----------|
|  | <b>5. SCOPE OF WORK</b><br>5.1 Description of Works   |   |             |        |       |  |   |   |           |
| 2.1  | The employer’s agent is: Ntuli A<br><b>EDumbe Municipality</b><br>Private Bag x308, Paulpietersburg, 3180<br>Tell: 034 995 1650<br>Email: Ntulia@edumbe.gov.za  |   |             |        |       |  |   |   |           |
| 3.   | The employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:<br><br>Location of tender box: <b>EDumbe Municipality, 10 hoog street, Paulpietersburg,3180</b><br>Identification details: <b>EDUMT12/2022/23 – ELECTRICITY VENDING SERVICES : 36 MONTH CONTRACT</b>  |   |             |        |       |  |   |   |           |
| 4.   | A two-envelope procedure will not be followed.  |   |             |        |       |  |   |   |           |
| 5.   | <b>Closing time for submission of tender offers is: 12H00</b>   |   |             |        |       |  |   |   |           |
| 6.   | <b>Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.</b>   |   |             |        |       |  |   |   |           |
| 7.   | The tender offer validity period is <b>90 days</b> .  |   |             |        |       |  |   |   |           |
| 8.   | The tendered lump sums and rates shall be final and binding irrespective of the total tender price  |   |             |        |       |  |   |   |           |
| 9.   | The time and location for opening of tender offers:<br>Time: <b>07 September 2022</b> , Location: <b>Tender Box at EDumbe Municipality, 10 Hoog Street, Paulpietersburg, 3180</b>   |   |             |        |       |  |   |   |           |
| 10.  | <b>Bid Evaluation Criteria</b><br><br>Bidders will be evaluated for functionality by using the below criterion whereby a minimum score points of 70% out of 100% will be required for bids to be further evaluated for procurement points. <table><tr><th>ITEM</th><th>FOCUS AREAS</th><th>POINTS</th><th>Total</th></tr><tr><td>Company / Management Experience (References)</td><td>Proof of Municipalities where an Electricity Prepayment Vending has been implemented by the service provider.</td><td><ul style="list-style-type: none"><li>• Proof from 5 Municipalities - 20 points</li><li>• Proof from 3 Municipalities – 10 points</li><li>• Proof from 1 Municipality – 5 points</li></ul>No proof provided – 0 points<br/>(Appointment letters/Reference Letters/Contracts must be attached to claim points)</td><td><b>20</b></td></tr></table> | ITEM  | FOCUS AREAS | POINTS | Total | Company / Management Experience (References) | Proof of Municipalities where an Electricity Prepayment Vending has been implemented by the service provider. | <ul style="list-style-type: none"><li>• Proof from 5 Municipalities - 20 points</li><li>• Proof from 3 Municipalities – 10 points</li><li>• Proof from 1 Municipality – 5 points</li></ul> No proof provided – 0 points<br>(Appointment letters/Reference Letters/Contracts must be attached to claim points) | <b>20</b> |
| ITEM   | FOCUS AREAS   | POINTS  | Total       |        |       |  |   |   |           |
| Company / Management Experience (References) | Proof of Municipalities where an Electricity Prepayment Vending has been implemented by the service provider.   | <ul style="list-style-type: none"><li>• Proof from 5 Municipalities - 20 points</li><li>• Proof from 3 Municipalities – 10 points</li><li>• Proof from 1 Municipality – 5 points</li></ul> No proof provided – 0 points<br>(Appointment letters/Reference Letters/Contracts must be attached to claim points) | <b>20</b>   |        |       |  |   |   |           |

| Sub-clause  | Data  |   |  |           |
|---|---|---|--|-----------|
|   | Relevant experience of nominated staff              | Include the Qualifications and CV of these key staff members nominated for this project- Team <ul style="list-style-type: none"> <li>• Project Manager (NQF6 or more)</li> <li>• Senior Support Staff Person (NQF6 or more) (certified degree electrical engineering/ National diploma electrical engineering)</li> </ul> | <ul style="list-style-type: none"> <li>• All with more than 5yrs. Experience - <b>10</b></li> <li>• Any with less than 5 yrs. Experience - <b>5</b></li> <li>• No experience demonstrated in any one of the key disciplines - 0</li> </ul> (Team must consist of project manager and Senior support staff) | <b>10</b> |
|   | Proven Vending Software System and related services | Compliance with all specifications (clause by clause)<br>Service providers are expected to provide supporting documentation as much as possible as proof)   | <ul style="list-style-type: none"> <li>• Compliance with ALL specifications - 40 points</li> <li>• Non- Compliance – 0 points</li> </ul>   | <b>40</b> |
|   | Product Ownership                                   | Ownership of an STS compliant Prepaid Electricity Vending System.<br>Service Provider to include an STS Certification to claim points.  | <ul style="list-style-type: none"> <li>• Yes – 20 points</li> <li>• No – 0 points</li> </ul>   | <b>20</b> |
|   | Successfully executed 3rd party vending             | A demonstration by the service provider to have executed 3rd party vending  | <ul style="list-style-type: none"> <li>• Carries a max of 10 points</li> </ul> (Include a letter from the integrator)  | <b>10</b> |
| <p>The financial offer will be scored using the following:</p> $P_s = W_1 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p><math>P_s</math> = Points scored for functionality and price of the bid/proposal</p> <p><math>W_1</math> = (1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value below R 50 000 000</p> <p><math>P_t</math> = Rand value of tender under consideration</p> <p><math>P_{\min}</math> = Rand value of the lowest acceptable tender</p> <p>Up to 100 minus <math>W_1</math> tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.</p> |   |   |  |           |



| Sub-clause                         | Data  |                                    |                  |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
|------------------------------------|---|------------------------------------|------------------|---|----|---|----|---|----|---|----|---|---|---|---|---|---|---|---|---------------------------|---|
|                                    | <p><b>Tender preferences claimed (80/20)</b></p> <p>Points will be awarded to a tenderer for attaining the B-BBEE status level of contributor in accordance with the table below. If it is a joint venture the B-BBEE status level certificate should be in the name of the joint venture.</p> <table data-bbox="496 495 1345 1395"> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points</th></tr> <tr> <td>1</td><td>20</td></tr> <tr> <td>2</td><td>18</td></tr> <tr> <td>3</td><td>14</td></tr> <tr> <td>4</td><td>12</td></tr> <tr> <td>5</td><td>8</td></tr> <tr> <td>6</td><td>6</td></tr> <tr> <td>7</td><td>4</td></tr> <tr> <td>8</td><td>2</td></tr> <tr> <td>Non-compliant contributor</td><td>0</td></tr> </table> <p>The points scored by a tenderer in respect of B-BBEE contribution must be added to the points scored for price as calculated</p> | B-BBEE Status Level of Contributor | Number of points | 1 | 20 | 2 | 18 | 3 | 14 | 4 | 12 | 5 | 8 | 6 | 6 | 7 | 4 | 8 | 2 | Non-compliant contributor | 0 |
| B-BBEE Status Level of Contributor | Number of points  |                                    |                  |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 1                                  | 20  |                                    |                  |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 2                                  | 18  |                                    |                  |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 3                                  | 14  |                                    |                  |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 4                                  | 12  |                                    |                  |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 5                                  | 8   |                                    |                  |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 6                                  | 6   |                                    |                  |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 7                                  | 4   |                                    |                  |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 8                                  | 2   |                                    |                  |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| Non-compliant contributor          | 0   |                                    |                  |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 11.                                | <p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) The tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li> <li>b) The tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</li> <li>c) The tenderer is registered on the Central Supplier Database with a compliant overall tax status</li> </ul>   |                                    |                  |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |
| 12.                                | <p>The number of paper copies of signed contract to be provided by the Employer is <b>one (1)</b>.</p>  |                                    |                  |   |    |   |    |   |    |   |    |   |   |   |   |   |   |   |   |                           |   |

## Annex F: Standard Conditions of Tender

### F.1 General

#### F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

#### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **Fraudulent practice** means there is representation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- d) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### F.1.5 The employer's right to accept or reject any tender offer

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering

substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

#### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

**F.2.18 Provide other material**

**F.2.18.1 Provide**, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2 Dispose** of samples of materials provided for evaluation by the employer, where required.

**F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

### **F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **F.3 The employer's undertakings**

### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**F.3.9.2** Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

### **F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

|   |   |
|---|---|
| Method 1:<br>Financial offer                          | <ol style="list-style-type: none"> <li>1) Rank bid offers from the most favorable to the least favorable comparative offer.</li> <li>2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>   |
| Method 2:<br>Financial offer and preferences          | <ol style="list-style-type: none"> <li>1) Score bid evaluation points for financial offer.</li> <li>2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing.</li> <li>3) Calculate total bid evaluation points.</li> <li>4) Rank bid offers from the highest number of bid evaluation points to the lowest.</li> <li>5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>  |
| Method 3:<br>Financial offer and quality              | <ol style="list-style-type: none"> <li>1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.</li> <li>2) Score bid evaluation points for financial offer.</li> <li>3) Calculate total bid evaluation points.</li> <li>4) Rank bid offers from the highest number of bid evaluation points to the lowest.</li> <li>5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>   |
| Method 4:<br>Financial offer, quality and preferences | <ol style="list-style-type: none"> <li>1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.</li> <li>2) Score bid evaluation points for financial offer.</li> <li>3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for Preferencing.</li> <li>4) Calculate total bid evaluation points.</li> <li>5) Rank bid offers from the highest number of bid evaluation points to the lowest.</li> <li>6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol> |



Score financial offers, preferences and quality, as relevant, to two decimal places.

### F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$  where:

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

| Formula | Comparison aimed at achieving               | Option 1                        | Option 2      |
|---------|---|---------------------------------|---------------|
| 1       | Highest price or discount                   | $A = (1 + \frac{P - P_m}{P_m})$ | $A = P / P_m$ |
| 2       | Lowest price or percentage commission / fee | $A = (1 - \frac{P - P_m}{P_m})$ | $A = P_m / P$ |

where:

$P_m$  = the comparative offer of the most favourable tender offer.

$P$  = the comparative offer of tender offer under consideration.

### F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

### F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### F.3.13 Acceptance of tender offer

**F.3.13.1** Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

**F.3.13.2** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

#### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

#### **F.3.15. Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

#### **F.3.17 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

#### **F.3.18 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

## EDUMBE MUNICIPALITY



**TENDER NO: EDUMT12/2022/23**

### PROJECT DESCRIPTION: ELECTRICITY VENDING SERVICES: 36 MONTH CONTRACT

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**FORM A: MBD 1****PART A  
INVITATION TO BID**

|   |  |               |   |  |            |
|---|--|---------------|---|--|------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EDUMBE MUNICIPALITY</b>  |  |               |   |  |            |
| BID NUMBER:   | EDUMT12/2022/23  | CLOSING DATE: | 07 September 2022   | CLOSING TIME:  | 12H00      |
| DESCRIPTION   | ELECTRICITY VENDING SERVICES : 36 MONTH CONTRACT                                   |               |   |  |            |
| <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<br>SITUATED AT;  |  |               |   |  |            |
| <b>EDUMBE MUNICIPALITY (MAIN OFFICES)</b>   |  |               |   |  |            |
| 10 HOOG STREET  |  |               |   |  |            |
| PAULPIETERSBURG   |  |               |   |  |            |
| KWAZULU NATAL   |  |               |   |  |            |
| 3180  |  |               |   |  |            |
| <b>NOTE: THE BID BOX IS ONLY ACCESSIBLE MONDAY - FRIDAY DURING OFFICE HOURS (07:30 TO 16:30)</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:  | MAAA _____ |
| B-BBEE STATUS LEVEL VERIFICATION<br>CERTIFICATE<br>[TICK APPLICABLE BOX]  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                        |               | B-BBEE STATUS<br>LEVEL SWORN<br>AFFIDAVIT   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                            |            |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED<br/>IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |  |               |   |  |            |
| ARE YOU THE ACCREDITED<br>REPRESENTATIVE IN SOUTH AFRICA<br>FOR THE GOODS /SERVICES /WORKS<br>OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |               | ARE YOU A FOREIGN<br>BASED SUPPLIER FOR<br>THE GOODS /SERVICES<br>/WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |            |
| TOTAL NUMBER OF ITEMS OFFERED   | .....  |               | TOTAL BID PRICE   | R .....  |            |
| SIGNATURE OF BIDDER   | .....  |               | DATE  | .....  |            |
| CAPACITY UNDER WHICH THIS BID IS<br>SIGNED  |  | .....         |   |  |            |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>  |  |               | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                                  |  |            |
| DEPARTMENT  | Supply chain   |               | DEPARTMENT  | Revenue Department   |            |
| CONTACT PERSON  | Zandile Nkambule   |               | CONTACT PERSON  | Ntuli A  |            |
| TELEPHONE NUMBER  | 034 995 160  |               | TELEPHONE NUMBER  | 034 995 1650   |            |
| E-MAIL ADDRESS  | nkambulep@edumbe.gov.za  |               | E-MAIL ADDRESS  | ntulia@edumbe.gov.za   |            |

## PART B TERMS AND CONDITIONS FOR BIDDING

|  |
|--|
| <b>1. BID SUBMISSION:</b>  |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>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.</p>  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>  |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |
| <p>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></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>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></p> <p>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></p> <p>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></p> <p><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></p> |

**NB: BIDDERS ARE TO ATTACH THEIR CSD REPORTS AND TAX CLEARANCE CERTIFICATES  
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: .....

**FORM B: MBD4****MBD4****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 and/or take an oath declaring his/her interest.

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

3.1 Full Name of bidder or his or her representative:

.....

.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<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 person 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 bidder and any persons in the service of the state who may be involved with the evaluation and adjudication of this bid? YES ☐ / NO ☐

3.11.1 If yes, furnish particulars

.....  
 .....

3.12 Are any of the company’s directors, 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 companies or business whether or not they are bidding for this contract? YES ☐ / NO ☐

3.14.1 If yes furnish particulars:

.....  
 .....

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

| Full Name | Identity Number | Employee Number |
|-----------|-----------------|-----------------|
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |
|           |                 |                 |

**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

.....

Capacity

.....

Name of Bidder



**FORM C : MBD 6.1****MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017****1.**

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) Either the 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 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.

1.6 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

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

Where

Ps = Points scored for price of bid under consideration

Pt = 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 | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 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:

| <b>Designated Group: An EME or QSE which is at last 51% owned by:</b> | <b>EME</b><br>√ | <b>QSE</b><br>√ |
|---|-----------------|-----------------|
| 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 MUNICIPAL INFORMATION

**Municipality where business is situated:**

.....

**Registered Account Number:** .....

**Stand Number:**.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-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: .....

ADDRESS .....

.....

.....

**FORM D: MBD 8****MBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

| Item  | Question   | Yes                             | No                             |
|-------|--|---------------------------------|--------------------------------|
| 4.1   | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><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> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:  |                                 |                                |
| 4.2   | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><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></p>   | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:  |                                 |                                |
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars:  |                                 |                                |

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js367bW

**FORM E: MBD 9****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

**MBD 9**

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.

**MBD 9**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**FORM F: CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. **THE TENDERER MUST COMPLETE THE CERTIFICATE SET OUT BELOW FOR THE RELEVANT CATEGORY AND ATTACH A LETTER ON THE COMPANY LETTERHEAD.**

Please tick appropriate box:

| A<br>Company | B<br>Partnership | C<br>Joint Venture | D<br>Close Corporation | E<br>Sole Proprietor |
|--------------|------------------|--------------------|------------------------|----------------------|
|              |                  |                    |                        |                      |

**A. CERTIFICATE FOR COMPANY**

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
Chairman

2.....  
Date

**B. CERTIFICATE OF PARTNERSHIP**

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

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

**C. CERTIFICATE FOR JOINT VENTURE**

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

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE, NAME & CAPACITY |
|--------------|---------|--|
| Lead partner |         |  |
|              |         |  |

**D. CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

**E. SOLE PROPRIETOR**

I,....., chairperson and sole owner of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....

Chairman

2.....

Date

**BIDDERS SHOULD ATTACH A DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF THE LETTER OF AUTHORITY ON THE COMPANY'S LETTERHEAD, FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE**

|   |
|---|
| <b>FORM G: BIDDER'S BANKING INFORMATION</b> |
|---|

**DETAILS OF BIDDERS'S BANK ACCOUNT**

I/We furnish the following information:

- a) Name of Bank: .....
- b) Branch of Bank .....
- c) Town/city/suburb where bank is situated.....
- d) Contact Person at the Bank: .....
- e) Telephone number of Bank: Code: ..... Number: .....
- f) Account Number: .....

I/We hereby authorise the Employer to approach the above Bank for a reference.

**NOTE:**

**BIDDERS SHOULD ENSURE THAT THEIR BANK ACCOUNT DETAILS HAVE BEEN VERIFIED ON THE CSD REPORT. IF SUCH IS NOT VERIFIED, BIDDERS SHOULD ATTACH A COPY OF THEIR BANK CONFIRMATION LETTER**

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

Name..... Position.....

Tenderer.....

# **FORM H: DECLARATION WITH REGARDS TO MUNICIPAL SERVICES, RATES AND TAXES**

I \_\_\_\_\_ the undersigned, declare on behalf of (Name of Bidder) \_\_\_\_\_ that;

the bidder and (or) any of its director(s) does not owe any municipal services, rates and taxes to the municipality or any other municipality or municipal entity any amount which could be in arrears for an period for a period more than three months.

In the event that this declaration is found to be false, the bid will be rejected and found to be nonresponsive.

| <b>COMPANY ACCOUNT:</b>     |                       |                       |
|-----------------------------|-----------------------|-----------------------|
| <b>NAME OF MUNICIPALITY</b> | <b>ACCOUNT NUMBER</b> | <b>ACCOUNT HOLDER</b> |
|                             |                       |                       |

| <b>DIRECTOR(S)</b> | <b>NAME OF MUNICIPALITY</b> | <b>ACCOUNT NUMBER</b> | <b>OWNER</b> |
|--------------------|-----------------------------|-----------------------|--------------|
|                    |                             |                       |              |
|                    |                             |                       |              |
|                    |                             |                       |              |
|                    |                             |                       |              |
|                    |                             |                       |              |

**(Affidavits and proof of address is not proof that there is no outstanding balance)**

**TENDERER TO SUBMIT A COPY OF A MUNICIPAL ACCOUNT OF THE COMPANY AND THAT OF ITS DIRECTOR NOT IN ARREARS AND NOT OLDER THAN THREE (03) MONTHS; OR**

**IN THE EVENT THAT THE BIDDER IS LEASING, A LEASE AGREEMENT ALONG WITH THE ACCOUNT OF THE LEASED PROPERTY SHOULD BE ATTACHED; OR**

**A CONFIRMATION LETTER FROM THE MUNICIPALITY NOT OLDER THAN THREE MONTHS CONFIRMING THAT SERVICES ARE NOT CHARGED/LEVIED AND BIDDER DOES NOT OWE**

**(FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)**

Signature.....

Date.....

Name.....

Position.....

Tenderer.....

## FORM I: SCHEDULE OF PROPOSED SUBCONTRACTORS

Will you be subcontracting on this project?

(Tick the appropriate box)

Yes ☐ / No ☐

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

|    | Name of Subcontractor | Contact Details | Description of Work to be executed by Subcontractor |
|----|-----------------------|-----------------|---|
| 1. |                       |                 |   |
| 2. |                       |                 |   |
| 3. |                       |                 |   |
| 4. |                       |                 |   |
| 5. |                       |                 |   |

Signature.....

Date.....

Name.....

Position.....

Tenderer.....



|  |
|--|
| <b>FORM J: RECORD OF ADDENDA TO TENDER DOCUMENTS</b> |
|--|

Was there an addendum issued for this project?

(Tick appropriate box and complete table accordingly)

Yes ☐ / No ☐

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

|     | Date | Title of Details |
|-----|------|------------------|
| 1.  |      |                  |
| 2.  |      |                  |
| 3.  |      |                  |
| 4.  |      |                  |
| 5.  |      |                  |
| 6.  |      |                  |
| 7.  |      |                  |
| 8.  |      |                  |
| 9.  |      |                  |
| 10. |      |                  |

Attach additional pages if more space is required.

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

Name..... Position.....

Tenderer.....

**FORM K: SCHEDULE OF TENDERER'S EXPERIENCE**

The following is a statement of similar work **SUCCESSFULLY EXECUTED/COMPLETED** by myself/ourselves in the last three years:

| INSTITUTION NAME | RELEVANT PROJECT NAME | CONTACT PERSON | LAND LINE CONTACT NO. | CELL CONTACT NO. | PROJECT START & END DATE |
|------------------|-----------------------|----------------|-----------------------|------------------|--------------------------|
|                  |                       |                |                       |                  |                          |
|                  |                       |                |                       |                  |                          |
|                  |                       |                |                       |                  |                          |
|                  |                       |                |                       |                  |                          |
|                  |                       |                |                       |                  |                          |
|                  |                       |                |                       |                  |                          |
|                  |                       |                |                       |                  |                          |
|                  |                       |                |                       |                  |                          |

**NB: COMPLETE THE TABLE ABOVE ON COMPANY EXPERIENCE (COMPULSORY TABLE) AND ALSO ATTACH PROOF OF PROJECTS LISTED ON THE ABOVE TABLE (FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)**

|  |
|--|
| <b>SCHEDULE OF TENDERER'S CURRENT PROJECTS</b> |
|--|

The following is a list of the tenderer's **CURRENT SIMILAR PROJECTS** that are still in progress

| INSTITUTION NAME | RELEVANT PROJECT NAME | CONTACT PERSON | LAND LINE CONTACT NO. | CELL CONTACT NO. | APPOINTED DATE |
|------------------|-----------------------|----------------|-----------------------|------------------|----------------|
|                  |                       |                |                       |                  |                |
|                  |                       |                |                       |                  |                |
|                  |                       |                |                       |                  |                |
|                  |                       |                |                       |                  |                |
|                  |                       |                |                       |                  |                |

**NB: COMPLETE THE TABLE ABOVE ON COMPANY EXPERIENCE (COMPULSORY TABLE) AND ALSO ATTACH PROOF OF PROJECTS LISTED ON THE ABOVE TABLE (FAILURE TO DO SO WILL LEAD TO THE DISQUALIFICATION OF THE BID AS NON-RESPONSIVE)**

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

Name..... Position.....

Tenderer.....

**FORM L: BIDDERS KEY PERSONNEL – ORGANOGRAM, CURRICULUM VITAE (CVS) AND QUALIFICATIONS**

Bidders are to indicate on the **below compulsory table a list of personnel** that will be allocated to the project. CV's and qualifications of the personnel should be attached

| NAME AND SURNAME | DESIGNATION | QUALIFICATIONS | YEARS OF EXPERIENCE | PSIRA GRADE |
|------------------|-------------|----------------|---------------------|-------------|
|                  |             |                |                     |             |
|                  |             |                |                     |             |
|                  |             |                |                     |             |
|                  |             |                |                     |             |
|                  |             |                |                     |             |

This submission is in-line with the functionality criteria on page 8 of the bid document.

**NOTE: Bidders are to submit along with the bid CVs and relevant qualifications of the personnel. The personnel provided are to be part of the project from inception until the end of the 36 months period**

**NON-SUBMISSION AND COMPLETION OF ABOVE TABLE WILL RENDER THE BID TO BE NON-RESPONSIVE**

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

Name..... Position.....

Tenderer.....

**FORM M: PROVEN VENDING SOFTWARE SYSTEM**

Service Providers are required to provide supporting documentation as proof of full compliance with all the requirements as per specification for the Vending Management Software System.

The supporting documentation will be used for the purposes of functionality evaluation scoring in line with the criteria as indicated on page 8 of the bid document

The submission is to be properly indexed/ labelled as part of the returnables to the bid document for easier reference

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

Name..... Position.....

Tenderer.....

**FORM N: PRODUCT OWNERSHIP**

Service Providers are required to provide proof of ownership of the product(s) in response to the project, in line with the Terms of Reference.

The list of products that the service provider is required to be in ownership of include;

- ✓ Ownership of STS compliant
- ✓ Prepaid Electricity Vending System (A valid STS Certification is required to claim points)

The supporting documentation will be used for the purposes of functionality evaluation scoring in line with the criteria as indicated on page 8 of the bid document

The submission is to be properly indexed/ labelled as part of the returnables to the bid document for easier reference

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

Name..... Position.....

Tenderer.....

|                                    |
|------------------------------------|
| <b>FORM O: THIRD PARTY VENDING</b> |
|------------------------------------|

Service Providers are required to provide proof of successfully executed third party vending. If third party vending is facilitated by an integrator, attached a letter from the integrator confirming this.

The supporting documentation will be used for the purposes of functionality evaluation scoring in line with the criteria as indicated on page 7 & 8 of the bid document

The submission is to be properly indexed/labelled as part of the returnables to the bid document for easier reference.

All interfaces between the Prepaid Cloud Vending System and 3<sup>rd</sup> Party system must be of open standards, specifically XMLVend2.1 specification compliance.

The transaction gateway must also for merchant administration and allow for reconciling transactions between the Cloud Vending System, the 3<sup>rd</sup> Party Gateway and the Integrator systems.

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

Name..... Position.....

Tenderer.....

|   |
|---|
| <b>FORM P: CENTRAL SUPPLIER DATABASE REGISTRATION</b> |
|---|

No bid will be considered without the bidder being registered on the CSD with an active profile (business status) and an Overall Tax Compliant status. Bidders must attach a document from the CSD showing the name of the business and the CSD number to enable live verification from the system

This will be verified during evaluation and again during adjudication. Bidders should ensure that their status stays compliant.



# THE CONTRACT

|        |                                     |
|--------|-------------------------------------|
| FORM Q | AGREEMENT AND CONTRACT DATA         |
| FORM R | PRICING DATA                        |
| FORM S | SCOPE OF WORKS / TERMS OF REFERENCE |

**FORM Q: FORM OF OFFER AND ACCEPTANCE****OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**PROJECT DESCRIPTION: ELECTRICITY VENDING SERVICES: 36 MONTH  
CONTRACT**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)**

.....  
..... Rand (in words);

R ..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

Tenderer .....

Address .....

Date .....

**As witnesses:**

Name ..... Signature .....

Name ..... Signature .....

## Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Agreements and contract data, (which includes this agreement)
- Pricing data
- Scope of work

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

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

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

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer .....

(Name and address or organization)

Witnesses:

1. Full Names: ..... Signature: .....

2. Full Names: ..... Signature: .....

**Schedule of Deviations**

| Item | Deviation Details |
|------|-------------------|
|      |                   |
|      |                   |
|      |                   |
|      |                   |
|      |                   |

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**For the Contractor:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
(Name and address of organization)

Name and  
signature of  
witness ..... Date: .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

.....  
(Name and address of organization)

Name and  
signature of  
witness ..... Date: .....

**EDUMBE MUNICIPALITY****FORM R: PRICING SCHEDULE**
**PROJECT DESCRIPTION: ELECTRICITY VENDING SERVICES: 36 MONTH  
CONTRACT**

Note: Bidders are to quote on all items indicated on the price schedule, failure to do so will result in disqualification

For Information purposes:

- Number of meters: **4 800.00**
- Transactional revenue per month: **7 320.00**

**1. Revenue Management and Third Party Vending**

| Item | DESCRIPTION   | Unit of measure | QUANTITY | AMOUNT                           |
|------|---|-----------------|----------|----------------------------------|
| 1    | System Setup & Training                                   | Per Month       | 36       | % (including Vat) of Total Sales |
|      | Implementation: Interface with Municipal Financial System |                 |          |                                  |
|      | Vending Fee %   |                 |          |                                  |
|      | (Includes: Software Licence and Support Services)         |                 |          |                                  |
|      | 3 <sup>rd</sup> Party Electricity Sales %                 |                 |          |                                  |
|      | Communication Costs (if any)                              |                 |          |                                  |
|      |   |                 |          |                                  |

## 2. Revenue Protection and TID Rollover

### Audits and STS6 TID Rollover key changes - Year 1

| Item  | Description  | QUANTITY<br>PER<br>MONTH | UNIT<br>PRICE/PERCENTAGE<br>(EXCL VAT) | TOTAL BID<br>PRICE (EXCL<br>VAT YEAR 1<br>(12 MONTHS) |
|---|--|--------------------------|--|---|
| [A]   | [B]  | [C]                      | [D]                                    | [E] = [C] x [D] x 12                                  |
| 1   | Data Management Revenue Protection (Per meter per month) | 200                      | R -                                    | R -   |
| 2   | Sweep Audits   | 200                      | R -                                    | R -   |
| 3   | Targeted Audits (90-day list)                            | 100                      | R -                                    | R -   |
| 4   | TID Rollover Key Changes                                 | 250                      | R -                                    | R -   |
| 5   | Replace Meter  |                          | R -                                    | R -   |
| 6   | Replace CIU  |                          | R -                                    | R -   |
| 7   | Tamper Removal   |                          | R -                                    | R -   |
|   |  |                          |  |   |
| <b>TOTAL MONTHLY<br/>COST (EXCL VAT)<br/>YEAR 1</b> |  |                          |  | <b>R -</b>  |

## 3. Automated Metering Infrastructure/ Automated Meter Reading Integration system

| Item | DESCRIPTION  | Unit of<br>measure     | QUANTITY | AMOUNT |
|------|--|------------------------|----------|--------|
| B1   | Total price for a Head End System Software (HES) solution for Radio Frequency Meters (RFM) and Concentrators to allow for an initial requirement of 1000 devices including installation and training | Per Meter<br>Per Month | 36       | R 0.00 |
|      | Once off Database software costs   |                        |          |        |
|      | Database software License fees for year 1, year 2, and year 3  |                        |          |        |
|      | Total price for software maintenance and support for year 1, year 2, and year 3  |                        |          |        |

The prices must remain fixed and firm over the contract period.

NB: A bidder who scores less than 70 points with regard to functionality will be regarded as nonresponsive and will not be further evaluated.

Bids must remain valid for ninety (90) days after the submission date.

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

Name..... Position.....

Tenderer.....

## EDUMBE MUNICIPALITY



### FORM S: TERMS OF REFERENCE

## PROJECT DESCRIPTION: ELECTRICITY VENDING SERVICES: 36 MONTH CONTRACT

### **Terms of reference for the provision of Prepaid Vending Management System Services for 36 months**

Purpose of this project is to appoint a service provider for the provision of the supply, Installation, Management and Maintenance of an Online Prepayment Electricity Vending System.

#### ➤ **BACKGROUND**

The municipality is therefore looking for a service provider that will assist in supplying, installing, supporting and maintaining an electricity prepayment vending system as it is an integral part of the municipality.

#### ➤ **LEGISLATIVE REQUIREMENTS**

Municipal Finance Management Act 56 of 2003.

#### ➤ **CURRENT SYSTEM CONFIGURATION**

The current system is utilised to vend electricity and issue free electricity tokens to registered Indigent debtors. The current system also includes an integrated AMI Head End System for 2 way communication to the current installed meter base.

#### ➤ **OBJECTIVE OF THE TENDER**

The objective of this tender is to invite bidders to supply a SMART Prepayment Electricity Meter Vending System that is Standard Transfer Specification (STS) Edition 2 compliant and an Advanced Metering Infrastructure/ Automated Meter Reading (AMI/AMR) Head End System to serve the approximately 1000 existing smart meters (but not limited to) at the Municipal area.

The contract includes the supply, installation, commissioning as well as support and maintenance of all hardware and software to meet the SMART STS Solution requirements; as well as Electricity



Prepayment Data Management and Revenue Protection Service and Revenue Management, to ensure that it is operating efficiently in all areas right across the Municipality.

**Scope and extent of work**

**A successful service provider needs to perform the following services:**

➤ **SCOPE OF TENDER**

The Municipality is seeking to partner with a service provider for the following services:

**PRIMARY SERVICES:**

1. Supply, installation, and commissioning of a Cloud Smart STS prepayment system that is STS Edition 2 Certified;
2. Supply of all prepayment high quality communication links;
3. Support and maintenance of all software and hardware to meet the new vending requirements;
4. Provide functionality for internet, cellular phone, bank ATMs, as well as third party vending;
5. Integrate into the current Billing system for arrears payments and account payment for prepaid and post-paid consumers.
6. Integration into existing Head End System for Remote token routing, meter diagnostics and maintenance of existing and future meter support.
7. A complete TID Rollover implementation plan detailing multiple methods of token distribution to be used to facilitate process.

**SECONDARY SERVICES:**

1. To provide Prepayment Electricity Data Management related to the Revenue Management Function in order to ensure that customer and meter information in the system is correct and up to date;
2. Distribute FBE Tokens to indigent consumers without the need to visit a vending station;
3. Prepayment Electricity Meter Data Management such as (but not limited to) meter information, tariff information, faulty meters, meter changes, statistics, financial information, blocked meters, debtor data information, synchronization of data between the financial and vending system, historical information;
4. To provide a Revenue Protection Functionality to indicate tampered meters and irregular transactions;
5. To supply a detailed hard and soft copy Operations and Maintenance Manual for each of the supplied goods/ products;
6. To successfully migrate the data from the existing prepayment system to the new system;

7. The system must comply with all legislative and audit requirements;
8. The system must generate standard reports with filtering ability, as well as ad-hoc reports that are requested from time to time
9. To provide training and transfer of skills to all relevant officials;
10. The Solution must integrate to the Billing system for mSCOA compliance.

**NB: The primary and secondary services are compulsory and should the tender proposal not meet the above requirements, the tenderer will be disqualified.**

### **TENDER SPECIFICATIONS**

The online and real-time prepayment electricity vending system to operate in a highly redundant and secure, centralised server environment.

#### **Software and Hardware requirements**

#### **Compliance and Certifications**

- a) Fully Compliant with IEC62055-41 (STS) Edition 2 specifications and all relevant STS guidelines, with relevant certificate to be supplied as proof.
- b) The Supplier needs to comply with National Rationalised Specification - NRSO47 and NRS009 specifications.

#### **1. Vending**

The system must perform vending through:

- Point of sale terminals;
- Internet;
- Cellular phone Banking and
- ATM machines

#### **The steps of vending shall be:**

- 1.1 On receipt of the vend request the system shall have a provision to ascertain the identity of the consumer;
- 1.2 The keys to identify the consumer shall be the meter serial number;
- 1.3 The vend terminal shall send the request to a central database server that shall authenticate the transaction request and generate an encrypted code;
- 1.4 In order to provide maximum security to the system, the encryption shall not be done on the vending terminal but only on the central database server;
- 1.5 On receipt of each request the vend terminal shall connect to the central database server in order for the encrypted vending code to be generated;
- 1.6 The generated vending code shall be printed by the officially supplied hardware, and/or digitally displayed as in the case of internet or cellular phone vending;
- 1.7 Token layout will comply with the Municipality's specification;

- 1.8 Tokens will be legible for at least one month from date of purchase;
- 1.9 The monetary value per token can be limited per the municipality's requirements e.g. minimum and maximum value, per consumer etc;
- 1.10 The Municipality must have the option to limit the customer total monthly purchases per customer.
- 1.11 All payment types are recorded as returned by the vending terminal or third party aggregator;
- 1.12 The amount tendered must first be allocated to clear the debtor's arrear balance if applicable, and then to allow for immediate purchasing of prepayment electricity;
- 1.13 The consumer can pay the municipal debtor account at any terminal which will be transferred to the municipality's financial system, in a format as prescribed by the municipality;
- 1.14 The system functionality must include reprints of tokens when required;
- 1.15 The system is capable of performing vending functions simultaneously across all terminals and multiple types of vend can be combined one receipt at each terminal e.g. account payment, EBSST and electricity token;
- 1.16 Cancellations are not allowed at the terminals;
- 1.17 Inclining block tariffs are supported per NERSA requirements;
- 1.18 The municipality's image will be positively reflected by the service provider's staff, collectors and aggregators per a code of conduct.
- 1.19 The system must support the TID rollover process and must be STS Edition 2 Compliant.
- 1.20 Tokens must be played remotely to meters on purchase should consumers wish to enable this feature.

## **2. AMI/AMR STSTEM Integration Requirements**

- 2.1 Collection of data from existing and new meters
- 2.2 Remotely send data and tokens to meters
- 2.3 Perform load balancing
- 2.4 Generate profiling reports
- 2.5 Perform demand side management
- 2.6 On demand meter profiling
- 2.7 Prepaid and post-paid meter switching capability.
- 2.8 Remote Meter disconnects and reconnects.
- 2.9 Event and alert notifications such as meter tamper conditions.
- 2.10 API for post-paid billing to billing system integration.

### **3. Account Payments**

- 3.1 The consumer should be able to make bill payments at any point of sale. This is in line with the municipality's goal of increasing accessibility to municipal services and debt reduction;
- 3.2 The consumer does not have to be registered to a meter to make a payment.

### **4. General**

- 4.1 The system must integrate with the municipality's financial and other systems such as, Debt Management System.
- 4.2 The system must support STS Edition 2 and provide a mechanism for a phased rollout of key-change tokens to support the base date change over for management of the TID rollover process. This must include automated TID rollover per region, zone, tariff, and individual accounts at the minimum.
- 4.3 The system must cater for multiple base date functionality in the security module.
- 4.4 The system must support an import mechanism for loading of the new key-load file specification as contained in STS600-4-2.

The service provider must provide the minimum number of vending terminals as required with the following functionality, but not limited to:

- Integrated Modem;
- Integrated Printer;
- Integrated LAN Port;
- Integrated Display Screen.

### **5. Management Centre**

The successful bidder to provide personnel that shall be a part of the vending system process. The vending system must have capability to integrate with the financial management system central database and produce the management reports. The successful bidder must manage the administrative data, including settings of system accounts, tariffs, meter and Consumer data.

**Various tasks that should be performed for the municipality are outlined below, but not limited to:**

- 5.1 Consumer Data Maintenance related to the debtor's profile
- 5.2 Meter Database Management
- 5.3 Uploading of meter database

### **6. Meter Management**

The system shall support at least the following meter states:

- 6.1 Scrapped;
- 6.2 Installed;
- 6.3 Removed;
- 6.4 In Stock

Meter states can be updated and modified as required.

## **7. Functionality**

- 7.1 Link a consumer with a location / meter/Point of Connection;
- 7.2 Meter management processes shall automatically change the modes of operation associated with a meter.

## **8. Tariff Management**

- 8.1 Tariff Management
- 8.2 Tariff structure definition is to be in line with NERSA requirements;
- 8.3 Tariff change administration in line with Auditor General requirements;
- 8.4 Inclining Block Tariff (IBT) to be supported;

## **9. Debt Management**

- 9.1 Transferring arrear information from the financial system into the Prepayment system;
- 9.2 Blocking and unblock meters manually and/or electronically;
- 9.3 Provision of various levels of blocking as prescribed by the Municipality;
- 9.4 Vending once arrears have been cleared
- 9.5 Account Payment

## **10. Revenue Protection**

- 10.1 Irregular transactions indicator/s (nil, low, or abnormally high);
- 10.2 Free-format comments field (notes) (maximum 250 characters)
- 10.3 Remote meter tamper notifications.
- 10.4 Meters not connecting to the system, possible bypass.
- 10.5 The service provider shall perform a sweep audit of all installed meters at least once per year for the duration of the contract.
- 10.6 Alternate audits may be required for meters suspected of tampering based on data and reports from both the vending system and the AMI system.

## **11. Transaction management**

The system shall support the following types of transaction:

- 11.1 Cash vend transaction;
- 11.2 Retained credit transaction;
- 11.3 Refund money transaction;
- 11.4 Purchase blocking facility;
- 11.5 Free basic electricity transaction;
- 11.6 Arrear collection and debtor account payments;
- 11.7 Engineering transactions
- 11.8 Account Payment transaction

**12. Message Management**

The system shall allow:

- 12.1 Entry of system messages;
- 12.2 Entry of customer specific messages;
- 12.3 Entry of predefined messages;
- 12.4 Ability to send short message service (SMS) or email

**13. User Security Management**

Security management shall include:

- 13.1 Group rights definition;
- 13.2 Entry of system users and allocation of group rights;
- 13.3 System administrator rights
- 13.4 Customer portal to view transaction history and messages

**14. Monitoring**

- 14.1 Control of all vending terminal operations;
- 14.2 Control and banking of cash collected through the prepayment system;
- 14.3 Issue of free basic electricity to indigent consumers;
- 14.4 On-line viewing of all vending terminals

**15. TID Rollover**

- 15.1 As part of the contract the service provider shall be responsible to implement the TID rollover process commencing on commissioning of the new Vending System. The process shall include the supply, implementation and commissioning of the required STS hardware and software as well as the process to effect the base date update on each STS meter.
- 15.2 The base date update on each STS meter shall be undertaken by physically entering the tokens into the meter while auditing the meter installation at the same time.

**16. Reports**

- 16.1 All reports must have the functionality to export into various formats, such as (but not limited to) excel, csv, txt, etc. The export must be in a one-liner format;
- 16.2 The front-end screen of each report must include filters such as dates, areas, ward numbers, tariffs, debtor types, surnames, ERF numbers, meter numbers, street names, etc. The filters must be clearly defined in terms of data entry;

**17. Access Management**

The management interface required to operate the proposed solution shall be web-enabled.

**18. Customer Service And Technical Support**

Bidder to provide technical and customer support services as follows:

- 18.1 Personnel on call and available to visit the site when
- 18.2 Detailed problem logging and escalation process with timelines;
- 18.3 To provide a flow chart - At a minimum, explain the number of severity levels, the criteria used to define problem severity at each level, who is notified at each level, and the time period between each severity level;
- 18.4 To provide a solution that has proactive service features. Bidder to describe any ability to self-diagnose errors and perform automated corrective action;
- 18.5 To describe the Professional Services capability as it pertains to this project. Include services offered, locations provided, and whether insourced or outsourced personnel are used;
- 18.6 To provide the details of the contractual arrangements between the bidder and the various communication networks, such as mobile telephone networks; to ensure that an uninterrupted service is provided.

**19. Operation And Maintenance Manuals**

The operation and maintenance manuals of software, application and equipment supplied shall be furnished with the detail diagram of the design. The manuals must be available in hard copy and electronic format. A "help" facility must be available to all users of the system.

**20. Training & Administration**

The successful bidder shall provide training as follows:

| Department                      | Training Requirements          |
|---------------------------------|--------------------------------|
| Counter Services and Prepayment | Operational and Administrative |
| Vendor Training                 | Operational                    |
| Debt Management                 | Operational and Administrative |
| Revenue Protection              | Operational and Administrative |
| Electrical Engineering          | Administrative and Technical   |
| ICT System Administrator        | System Maintenance             |
| ICT Technical Engineers         | Hardware Maintenance           |

The training will be conducted onsite and all trained staff members must be issued with a certificate after completion.

The bidder shall create a Standard Administration and Maintenance Procedure for solution provided.

**21. Maintenance And Defects Liability Period**

The bidder shall provide regular maintenance services as per the manufacturer's instructions, which shall include but not limited to the following work, during the thirty six (36 months warranty period)

- 21.1 Inspect and repair where necessary;
- 21.2 Adjustment of applications;
- 21.3 Replacement of any defective parts

The successful bidder to ensure service continuity on solution proposed without transaction/data loss.

**22. Service Level Agreement**

A three (3) year Service Level Agreement (SLA) will govern the working relationship between the Municipality and the successful bidder for the solution provided. The contract (SLA) must be in line with the tender specification.

**23. Maintenance Contract**

The services to be rendered through this contract will be as follows:

- 23.1 Support and maintenance;
- 23.2 Preventative maintenance;
- 23.3 Remote support;
- 23.4 Onsite support (such as, but not limited to onsite visits, onsite meetings, etc.);
- 23.5 Telephone support;
- 23.6 Upgrade services;
- 23.7 Enhancement services (such as, but not limited to amendments to reports, new reports, etc.);
- 23.8 Consulting service;
- 23.9 Licenses;
- 23.10 Patches updates;

The contract will be managed as follows:

The user department will log the calls to the ICT Department and will escalate the faults to the service provider when needed;

**The calls logged will be categorised as follows:**

| Priority | Fault Severity | Description  |
|----------|----------------|--|
| 1        | CRITICAL       | Vending System is not functioning — high impact on Business          |
| 2        | HIGH           | Processing can continue — circumvention acceptable in the short term |
| 3        | MEDIUM         | Processing can continue — acceptable circumvention                   |
| 4        | LOW            | No impact on processing  |
| 5        | ENHANCEMENT    | Request for additional functionality                                 |



**The response and resolution times are expected to be as follows:**

| Priority | Description | Response  | Resolution times                                     |
|----------|-------------|---|--|
| 1        | CRITICAL    | Respond within one (1) working hour   | Best effort to resolve within two (2) working hours  |
| 2        | HIGH        | Respond within two (2) working hours.   | Best effort to resolve within four (4) working hours |
| 3        | MEDIUM      | Respond within four (4) working hours.  | Best effort to resolve within six (6) working hours  |
| 4        | LOW         | Solution may be implemented in future releases  |  |
| 5        | ENHANCEMENT | Quotation for enhancements and procurements of new equipment must be supplied with milestone dates for additional functionality and both parties will have to agree |  |

**24. Guarantees System Performance**

- 24.1 The successful Tenderer shall have the new system commissioned within Two (2) months of the contract being awarded;
- 24.2 The Tenderer shall guarantee the systems' functional performance and any upgrades required to correct any system mal-operation, shall be for the Tenderer's account;
- 24.3 In the event of any latent defect (programming "bug") becoming evident, the Tenderer shall be responsible for the immediate rectification of such defects at their own cost.

**25. Tender Documents And Format Of Submission**

Bidders are requested to present one copy of the response in ORIGINAL hardcopy. All documents relating to the tender must be in English.

Tender documents and submissions must be properly indexed and must be presented in line with the reference numbering within the tender specification.

**26. Mandatory Documents And Information**

The documents listed and information must also be submitted. Failure to submit such documents and information will deem the tender submission to be non-responsive:

- 26.1 STS Edition 2 Compliance Certificate
- 26.2 Size and Ability to Support Online Vending System;
- 26.3 Bidder to describe the company's existing vending infrastructure (e.g. cellular phone/internet vending, etc.), including the volume of transactions, size and number of vending points;

- 26.4 The bidder should furnish the information on major past supplies under the relevant product/services and satisfactory performance for the last five financial years;
- 26.5 The bidder should be a manufacturer or the OEM authorized representative of respective system and or supply and maintenance of the offered items for a minimum period of three years in South Africa;
- 26.6 The bidder to provide the name, respective titles, and years of experience of the person/s who will be responsible for management/co-ordination of all work on the project. In addition, provide the names of all personnel that are proposed to be involved in the project, their resumes, and their proposed roles/responsibilities (including the name of subcontractors and their personnel who will be working on the project, if any);
- 26.7 The Bidder to provide a summary describing the bidder's area of expertise and resource capabilities as they relate to this proposal;
- 26.8 Bidder shall also submit a minimum of three references from similar projects. Listing shall include name and address, title and phone number of a contact person at that client. The municipality reserves the right to contact any of the references supplied by the bidder to obtain information regarding work that the bidder has performed.

## 27. **Evaluation Criteria**

The Bids will be evaluated in three stages, namely:

1. Administrative Compliance
2. Functionality
3. Price and BBEE Points.

Only bidders who are found to be responsive on this stage will be considered for functionality. Only bidders who **score 70%** or more of the points for functionality on stage 2 would be further evaluated on price and BBEE and therefore be eligible for the award.

It must be noted that bidders that fail to meet **70%** of the points for functionality will result in the tender not considered further. This will lead to the tender deemed non-responsive

## 28. **Functionality**

**Only responsive tenders will be subjected to further evaluation in terms of the following:**

- (a) **Functionality Criteria and Weight**
  - i. Relevant company experience in vending carries a max of 20 points.
  - ii. Relevant experience of staff members nominated for this project carries a max of 10 points
  - iii. Proven Software System in compliance with all specifications carries a max of 40 points.
  - iv. Proof of vending software product ownership and compliance to relevant STS requirements carries a max of 20 points.
  - v. A demonstration by the service provider to have executed 3rd party vending carries a max of 10 points
- (b) A minimum score of 70 points are required to advance to the next stage of evaluation.

**29. EDumbe Municipality Schedule of Compliance**

**Supply, installation and management of an STS EDITION 2 compliant prepayment electrical SMART Solution, Revenue Management and Revenue Protection for a period not more than three years**

**Tender Number: EDUMT12/2022/23**

| <b>VENDING SYSTEM</b> |   |     |  |    |  |
|-----------------------|---|-----|--|----|--|
| 1.                    | Offered solution provides for a fully functional SMART Meter System for the entire vending domain of the municipal area ( <i>must be demonstrated during practical evaluation</i> ).    | YES |  | NO |  |
| 2.                    | Offered Solution has integrated AMI functionality with remote meter reading and token routing capability ( <i>must be demonstrated during practical evaluation</i> ).                   | YES |  | NO |  |
| 3.                    | Vending solution includes Retail Shops, Internet, ATM, Cellular Phone and Mobile Devices as points of sale ( <i>system implementation plan must be included</i> )                       | YES |  | NO |  |
| 4.                    | The SMART Meter System supplier needs to comply with National Rationalised Specification - NRSO47 and NRS009 specifications. ( <i>documentary proof must be included</i> ).             | YES |  | NO |  |
| 5.                    | Tenderer is certified as an ISO 9001 company ( <i>documentary proof must be included</i> ).   | YES |  | NO |  |
| 6.                    | The SMART Meter System must be able comply with municipal MSCOA requirements by integrating into a compliant Billing System ( <i>must be demonstrated during practical evaluation</i> ) | YES |  | NO |  |
| 7.                    | SMART Meter System provide for all types of payments i.e. cash, credit card, debit card, bank transfer and cheque.  | YES |  | NO |  |
| 8.                    | SMART Meter System can generate STS Electricity, STS Water and STS Smart Meter Currency Token ( <i>must be demonstrated during practical evaluation</i> ).                              | YES |  | NO |  |
| 9.                    | SMART Meter System is real time and on-line ( <i>must be demonstrated during practical evaluation</i> ).  | YES |  | NO |  |
| 10.                   | SMART Meter Solution support is provided on a 24x7x365 basis.   | YES |  | NO |  |
| 11.                   | SMART Meter Solution is operational on a 24x7x365 basis.  | YES |  | NO |  |
| 12.                   | The SMART Meter Solution must be fully Compliant with IEC62055-41 (STS) Edition 2 specifications and all relevant STS guidelines. ( <i>documentary proof must be included</i> ).        | YES |  | NO |  |
| 13.                   | The System must support the STS TID rollover process, and documented approach must be included.   | YES |  | NO |  |
| 14.                   | Guarantee of the vending systems' functional performance during the tender period (documentary proof must be included)  | YES |  | NO |  |
| 15.                   | Active STS Vending Hardware shall be hosted in a secure cloud environment (documentary proof must be included)  | YES |  | NO |  |

|     |  |     |  |    |  |
|-----|--|-----|--|----|--|
| 16. | Back-up SMART Meter System shall be hosted off the designated site - another location that meets compliant environment standards (documentary proof must be included)  | YES |  | NO |  |
| 17. | Existing direct on-line vendors which are managed by the current service provider shall be facilitated and equipped with the necessary hardware to fully operate (system implementation plan must be included).  | YES |  | NO |  |
| 18. | Existing 3rd party vendors which are managed by aggregators of the current supplier, shall remain operational during the installation and commissioning of the SMART Meter System (system implementation plan must be included).                       | YES |  | NO |  |
| 19. | SMART Meter System must be able to vend to all active STS meters installed in the municipal distribution jurisdiction (documentary proof must be included)   | YES |  | NO |  |
| 20. | The SMART Meter System shall accommodate both 11 (eleven) and 13 (thirteen) digit STS meter serial numbers (must be demonstrated during practical evaluation)  | YES |  | NO |  |
| 21. | The transfer from the existing system to a new system shall be executed without any hindrance to the normal vending operations (system implementation plan must be included)   | YES |  | NO |  |
| 22. | The proposed system should be able to support multiple meter technologies i.e. Smart Metering and Automatic Metering Reading (must be demonstrated during practical evaluation)  | YES |  | NO |  |
| 23. | The proposed SMART Meter solution should be able to interface with the existing municipal financial billing system, (system implementation plan must be included and an integration example must be demonstrated during practical evaluation).         | YES |  | NO |  |
| 24. | The system shall be fully STS Edition 2 compliant and capable of vending STS prepayment credit and engineering tokens on both legacy STS and STS Edition 2 as required for the TID Rollover process (must be demonstrated during practical evaluation) | YES |  | NO |  |
| 25. | The SMART Meters System shall have an Application Programme interface (API) to allow third parties to access the system securely for integration purposes (must be demonstrated during practical evaluation)   | YES |  | NO |  |
| 26. | The tenderer must be able to have all hardware operational for the hosted environment 2 (two) weeks before start date of the tender period (system implementation plan must be included)   | YES |  | NO |  |
| 27. | The database must allow concurrent users to access data on a central database from various online terminals (must be demonstrated during practical evaluation)   | YES |  | NO |  |
| 28. | Generate Reports as requested as per specification (must be demonstrated during practical evaluation)  | YES |  | NO |  |
| 29. | The SMART Meter System shall operate on a standard readily available, PC-based machine Windows with no special modifications required to any parts (must be demonstrated during practical evaluation)  | YES |  | NO |  |
| 30. | The SMART Meter System must include a consumer portal that will enable end consumers i.e. view sales history, usage profiles, display alerts, etc. (must be demonstrated during the practical evaluation)  | YES |  | NO |  |

|   |  |     |  |    |  |
|---|--|-----|--|----|--|
| 31.   | The functionality of the security module must be in compliance with STS 600-4-x (documentary proof and system implementation plan to be included)  | YES |  | NO |  |
| 32.   | The data model of the SMART Meter System must allow for multiple meters to be linked to a single consumer account (must be demonstrated during the practical evaluation)   | YES |  | NO |  |
| 33.   | The software and database shall be able to accommodate, with no special changes other than hardware scaling, more than 1 million consumer records and 120 million transaction records from the main sewer (must be demonstrated during the practical evaluation) | YES |  | NO |  |
| 34.   | A full system description and technical details of the solutions offered must be included (system implementation plan must be included)  | YES |  | NO |  |
| 35.   | Guarantee the systems' functional performance and any upgrades required to correct any system mal-operation will be for the Tenderer's account (system implementation plan to be included)   | YES |  | NO |  |
| 36.   | The system shall support the latest version of the NRS009-6-10 XMLVend specification (must be demonstrated during the practical evaluation).   | YES |  | NO |  |
| 37.   | Detailed plan and costs of TID rollover process and implementation.  | YES |  | NO |  |
| 38.   | Revenue protection program including sweep audit plan and implementation plan included   | YES |  | NO |  |
| <b>VENDOR MANAGEMENT</b>                      |  |     |  |    |  |
| 1   | Payment of collected revenue into the Municipalities bank account must be completed within 72 hours (working days) of transaction date (system implementation plan must be included).  | YES |  | NO |  |
| 2   | The tenderer must have insurance against revenue loss (proof needs to be included).  | YES |  | NO |  |
| 3   | Payment of revenue received (Prepaid & Auxiliary separately) directly in the municipalities account at predetermined times together with a reconciliation of said revenue.   | YES |  | NO |  |
| 4   | The tenderer will not allow any vending outlets to charge any additional cost for electricity on top of the YES approved municipal tariffs (system implementation plan to be included)   | YES |  | NO |  |
| <b>DATA MANAGEMENT AND REVENUE PROTECTION</b> |  |     |  |    |  |
| 1   | The tenderer must have a proven experience at least 5 year track record to revenue protection services in a municipal environment, and may be required to demonstrate their solution and provide physical proof of the in-field tools used for these services.   | YES |  | NO |  |
| 2   | The tenderer shall include the details (identity documents and electrical trade certificates) of at least two qualified technicians (proof must be included)   | YES |  | NO |  |
| 3   | SARPA registration must be provided (proof must be included)   | YES |  | NO |  |
| <b>PROOF OF EVIDENCE</b>                      |  |     |  |    |  |
|   |  |     |  |    |  |

|  |   |     |  |    |  |
|--|---|-----|--|----|--|
| 1  | Attachment of full description and technical details of the solutions offered (System implementation Plan).                                   | YES |  | NO |  |
| 2  | Submit a schedule listing clause-by-clause, specific details indicating compliance or non-compliance with the requirements of specifications. | YES |  | NO |  |
| 3  | Tenders shall supply independent, documented proof to substantiate conformance to these aspects.  | YES |  | NO |  |
|  |   |     |  |    |  |
| The tenderer must attach all supporting documents and will be subjected to a technical evaluation during a practical demonstration of the proposed system. |   |     |  |    |  |
|  |   |     |  |    |  |
| <b>Total score points</b>  |   |     |  |    |  |
| Tenderer will be automatically disqualified if the evaluation score points is less than 70 points  |   |     |  |    |  |

| ITEM   | FOCUS AREAS   | POINTS   |
|--|---|--|
| Company/<br>Management<br>Experience<br><br>(References)   | Proof of Municipalities where an Electricity Prepayment Vending has been implemented by the service provider.   | <ul style="list-style-type: none"> <li>• Proof from 5 Municipalities - 20 points</li> <li>• Proof from 3 Municipalities – 10 points</li> <li>• Proof from 1 Municipality – 5 points</li> <li>• No proof provided – 0 points</li> </ul> (Completion Certificates/Reference Letter must be attached to claim points) |
| Relevant experience of nominated staff                     | Include the Qualifications and CV of these key staff members nominated for this project-Team <ul style="list-style-type: none"> <li>▪ Project Manager (NQF6 or more) (certified Bcom accounting/National diploma Accounting)</li> <li>▪ Snr Support Staff Person (NQF6 or more) (certified degree electrical engineering/ National diploma electrical engineering)</li> </ul> | <ul style="list-style-type: none"> <li>• All with more than 5yrs. Experience - <b>10</b></li> <li>• Any with less than 5 yrs. Experience - <b>5</b></li> <li>• No experience demonstrated in any one of the key disciplines - 0</li> </ul> Team must consist of project manager, Snr support staff                 |
| Proven Vending<br><br>Software System and related services | Compliance with all specifications (clause by clause)<br><br>Service providers are expected to provide supporting documentation as much as possible as proof)   | <ul style="list-style-type: none"> <li>• Compliance with ALL specifications - 40 points</li> <li>• Non- Compliance – 0 points</li> </ul>   |

|   |  |  |
|---|--|--|
| Product Ownership                       | <p>Ownership of STS compliant Prepaid Electricity Vending System.</p> <p>Service Provider to include an STS Certification to claim points.</p> | <ul style="list-style-type: none"> <li>• Yes – 20 points</li> <li>• No – 0 points</li> </ul>                                 |
| Successfully executed 3rd party vending | A demonstration by the service provider to have executed 3rd party vending   | <ul style="list-style-type: none"> <li>• Carries a max of 10 points</li> </ul> <p>(Include a letter from the integrator)</p> |



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**Enquiries**

|                |                                 |  |                         |
|----------------|---------------------------------|--|-------------------------|
| Technical      | Revenue office                  |  | ntulia@edumbe.gov.za    |
| Administrative | Supply Chain<br>Management Unit |  | nkambulep@edumbe.gov.za |

\*\*\*END OF BID DOCUMENT\*\*\*

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