



SOL PLAATJE LOCAL MUNICIPALITY

1 STAGE TWO ENVELOPES BIDDING PROCESS FUNCTIONALITY OFFER

Original tender documents functionality and financial offer must be submitted in separate sealed envelopes marked **ENVELOPE 1: FUNCTIONALITY** and **ENVELOPE 2: FINANCIAL** THEN combined into **ONE** envelope marked **ORIGINAL**. A duplicate of the original Bid Document functionality and financial offer must be submitted in a sealed separate envelopes marked **ENVELOPE 1 FUNCTIONALITY** and **ENVELOPE 2 FINANCIAL** THEN combined into **ONE** envelope marked **DUPLICATE**. The **ORIGINAL** and **DUPLICATE** will then be sealed in one envelope clearly marked with the tender number and description on the front and the Tenderer's name, address and contact number on the back. Tenderers who fail to submit a duplicate will be disqualified. The duplicate must be a true reflection of the original Bid Document and must be certified as such (see below).

CONTRACT NUMBER: FIN/INC01/2021 SUPPLY OF PREPAYMENT ELECTRICITY VENDING SERVICES WITH THIRD PARTY VENDING MANAGEMENT AND REVENUE ENHANCEMENT/TID MANAGEMENT.

VOLUME 1 OF 2

The offer contains MBD1, MBD 2, MBD 4, listing criteria, MBD8, MBD 9
and General Conditions of Contract

All pages must be signed and witnessed by two witnesses, where requested.
Unsigned bids will be disqualified.

NAME OF BIDDER:

PHYSICAL TRADING OFFICE ADDRESS:

.....

BID PERIOD: For period commencing

Prepared for: J. Modutle
Sol Plaatje Municipality
Private Bag X5030, KIMBERLEY, 8300

Prepared by: B. Nkoe
Date 29/10/2021
CTT NUMBER:

For Copy Document Purposes only:

The copy of the original Bid Document must be submitted in a separate envelope:
I hereby declare that the copy submitted is a true reflection of the original bid.

Bidder Signature:

Date:

BIDDER CHECKLIST

CONTRACT REF NUMBER: FIN/INC01/2021 SUPPLY OF PREPAYMENT ELECTRICITY VENDING SERVICES WITH THIRD PARTY VENDING MANAGEMENT AND REVENUE ENHANCEMENT/TID MANAGEMENT.

Hereunder is a checklist to ensure that the bid documentation is complete in terms of administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below. **(Tick to indicate whether the information has been included and the originals signed and witnessed as required.)**

ITEM	DESCRIPTION	YES/NO
1	Cover letter front page	
2	Invitation to Bid (MBD1) must be completed & signed	
3	Tax Compliance requirements MBD2)	
4	Pricing Schedule and Specifications to be completed (MBD 3.1), no correctional fluid to be used FINANCIAL OFFER – 2ND ENVELOPE	
5	Method of Pricing and Price Adjustments to be fully and correctly completed (MBD 3.2)	
6	Professional Indemnity Insurance, where applicable	
7	Functionality Evaluation Schedule: (MBD 3.3) applicable for 2 stage bidding process	
8	Declaration of interest (MBD 4) Original to be completed and signed. No bid will be accepted from persons in the service of the state¹.	
9	Did you submit a valid certified certificate BBBEE certificate (preference points claim) (MBD 6.1) OR a Joint Venture BBBEE valid certified certificate where applicable	
10	Did you comply to DTI standards (local content) as indicated (MBD 6.2) if required	
11	Declaration of bidder's past supply chain management practices (MBD 8)	
12	Certificate of Independent Bid Determination Annexure E5 – (MBD9)	
13	Did you submit one (1) original and one (1) hard copy of the bid documents?	
14	Did you take note and understand the Special Conditions, where applicable?	
15	Did you submit your management and contact details?	
16	Did you submit full and current contact details for three references, as requested in the bid document	
17	Did you submit your company profile, brief financial information, concerning turnover and asset value, and details of any BBBEE Shareholding?	
18	Did you initial every page of your original submission?	
19	Did you comply to all pre-conditions as stated in bid document? (MBD 1)	
20	Did you submit a CURRENT TO 60 days Business OR, Business Residential Municipal Rates & Service Account?	
21	Are you registered as a supplier on SPM Database (www.csd.gov.za & www.Webportunities.net) provide proof Registration attached to bid document? (Listing Criteria)	
22	Did you attend the compulsory site/briefing session where applicable?	
23	Did you attach, Annual Financial Statements attached if project > R10 million, where applicable?	

N.B.: THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES

SIGNATURE OF BIDDER: _____

NAME OF COMPANY: _____

ADDRESS: _____

CELL TELEPHONE NO: _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____ Name Print _____

2. _____ Name Print _____

DATE:.....

SOL PLAATJE LOCAL MUNICIPALITY INVITATION TO BID

PART A INVITATION TO BID

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FINANCIAL SERVICES

BID NUMBER:	FIN/INC01/2021	CLOSING DATE:	24/01/2022	CLOSING TIME:	10H00
DESCRIPTION	<p>SUPPLY OF PREPAYMENT ELECTRICITY VENDING SERVICES WITH THIRD PARTY VENDING MANAGEMENT AND REVENUE ENHANCEMENT/TID MANAGEMENT</p> <p>To render services on behalf of the Sol Plaatje Local Municipality, as may be required for a period of 3 (three) years as indicated on this bid document, from the time of the award.</p> <p>The services shall commence on the date of signing the contract, with an option to extend as may be agreed upon by both parties upon expiry.</p> <p>One complete set of document is available at http://www.etenders.gov.za or http://www.solplaatje.org.za at no cost.</p> <p>One complete set of documents is available from SCU Contracts Department, Municipal Stores Complex Abattoir Road, Ashburnham, Kimberley upon payment of an amount of R1000-00 (One thousand rand), which is non-refundable.</p> <p>Payment must be made at the cashiers on a "NO 10 deposit slip" using the following mSCOA vote no</p> <p style="background-color: #90EE90;">21 12 1 42 451 0 SG ZZZ ZZ WM</p>				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

SOL PLAATJE MUNICIPALITY

SCU – CONTRACTS DEPARTMENT, MUNICIPAL STORES COMPLEX

ABATTOIR ROAD, ASHBURNHAM

KIMBERLEY

8301

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
PHYSICAL TRADING ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
1. In terms of section 2 (1) (d-f) of the PPPFA 2017 – The following Pre-Qualification criteria are applicable OPEN TENDER Subcontracting is applicable for Third party vendors <u>An Original B-BBEE Certificate accredited by SANAS or Certified Copy thereof OR</u> <u>An original certified B-BBEE Sworn Affidavit</u> for EME'S must be included in this bid document to qualify for relevant points claimed as per MBD 6.1 Certificate.			
2. Companies or bidders bidding as <u>Joint venture must</u> include <u>their consolidated</u> <ul style="list-style-type: none"> • <u>Joint Venture Agreement</u> • <u>Joint B-BBEE certificate</u> • <u>MBD 2,4,8 & 9 must</u> be completed respectively by both parties and submitted as part of the bid document 			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
SIGNATURE OF WITNESS NO 1 NAME PRINT		
SIGNATURE OF WITNESS NO 2 NAME PRINT		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	J. Modutle /Thabiso Moiloa
CONTACT PERSON	6172/6180	TELEPHONE NUMBER	053-830 6731/+27 84 432 2552
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	jmodutle@solplaatje.org.za/ thabiso@mattha.co.za
E-MAIL ADDRESS			
SYSTEM DIAGRAM/LAYOUT ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	TELEPHONE NUMBER	E-MAIL ADDRESS	
Wikus Gouws	+27 53 830 6483	wikusg@solplaatje.org.za	

PART B
TERMS AND PRE-CONDITIONS FOR BIDDING

VERY IMPORTANT NOTICE:

- (1): NO BIDS WILL BE CONSIDERED FROM BIDDERS WHO HAS NOT BEEN APPROVED ON THE CENTRAL SUPPLIERS DATABASE (CSD) ON THE NATIONAL TREASURY WEBSITE www.csd.gov.za
- (2) NO BIDS WILL BE CONSIDERED WHO HAS NOT COMPLETED THE LISTING CRITERIA AND SUBMITTED THE REQUIRED DOCUMENTS PRESCRIBED IN THIS DOCUMENT
- (3) NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted.
- 1.2 All bids must be submitted on the official forms provided – (may not to be re-typed, only hand written submissions will be accepted.). Bidders who have purchased the bid documents from the Municipality MUST include the proof of such purchase by including a copy of the receipt with the original bid document.
- 1.3 Bidders MUST also include a true copy of the original bid documents. Bids MUST be placed in a sealed envelope and properly marked as prescribed. It MUST be stated that such sealed envelope contains a bid and the description of the bid, the contract reference number, and addressed to the Municipal Manager.
- 1.4 Should a bidder fail to maintain this status after the contract is awarded; the Council may cancel this contract or make single or multiple deductions from any payment claims in terms of the contract to the amount equal to any outstanding amounts owed to the municipality. The bidder shall have no right whatsoever to claim damages resulting from such action.
- 1.5 No correction tape or fluid may to be used on the tender document. Any errors made should be neatly crossed out and initialled by the bidder.
- 1.6 All prices **must** include value added tax, bid prices excluding value added tax may not be considered.
- 1.7 The following is **APPLICABLE ON COMPETITIVE BIDDING ABOVE R10 MILLION**

If the value of the transaction is expected to exceed R10 million (Vat Included), require bidders MUST provide the following documents with the bid documents.

- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements
 - For the past three years or
 - Since their establishment if established during the past three years
- Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic:

Please attach all annexures on the pages as indicated on the bid document

- 1.8 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.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations. see MBD 2
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable Municipality to view the taxpayer's profile and tax status.
- 2.2 Application for the tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- 2.3 Foreign suppliers must complete the pre-award questionnaire in Part B Paragraph 5.
- 2.4 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.5 All Bidders must be **SARS COMPLIANT** on Central Suppliers Database (CSD), **A CURRENT PROOF** of compliancy and a **TAX COMPLIANCE STATUS (TCS) CERTIFICATE** must be submitted with the Tender document on closing date.
- 2.6 Bidders are required to submit their detailed CURRENT Central Suppliers Database (CSD) registration report (NOT the summary report) together with the bid document

3. MUNICIPAL ACCOUNT STATUS: BIDDERS ARE REQUIRED TO CONFIRM THE STATUS OF THEIR MUNICIPAL ACCOUNTS BY MEANS OF INCLUDING AN ORIGINAL OR CERTIFIED COPY OF THE MUNICIPAL ACCOUNT IN THIS BID DOCUMENT

3.1. **A RECENT (60 DAY) MUNICIPAL ACCOUNT OF THE PHYSICAL TRADING OFFICE ADDRESS** of the bidder indicating that all accounts are in good standing; or, if the bidder is not liable for, and has no, municipal account, even outside the Frances Baard Municipal boundaries

☐ YES ☐ NO

3.2 **A VALID LEASE AGREEMENT** clearly stating who is responsible for the municipal account and supported by documents indicating that all accounts are in good standing.

☐ YES ☐ NO

3.3 **IF THE LESSEE PAY TO THE LESSOR A RECENT (60 DAY) TAX INVOICE/ MUNICIPAL ACCOUNT** of the bidder indicating that all accounts are in good standing, or if the bidder is not liable for any municipal services, **the Lessor recent (60 day) municipal account must be attached**

☐ YES ☐ NO

3.4 **NO CONFIRMATION LETTER / GENERAL AFFIDAVIT** of a lease agreement / Renting will be accepted;

☐ YES ☐ NO

3.5 **A RECENT (60 DAY) MUNICIPAL ACCOUNTS MUST** also be submitted in cases where the owner/director of the business also acts as landlord of the business property and submitted a lease agreement also see listing criteria and MBD 6.1 in this bid document and

☐ YES ☐ NO

3.6 Bidders who has failed to submit and prove that all relevant accounts are in good standing **WILL NOT BE CONSIDERED**, such confirmation and supporting documents **MUST NOT BE OLDER THAN 60 DAYS**.

NB: Bidders could obtain details of successful/ unsuccessful information on SPLM website www.solplaatje.org.za after 120 days after closure of bid.

4. COMPULSORY CLARIFICATION MEETINGS/ CIDB GRADINGS (IF APPLICABLE)

4.1 **IS LOCAL CONTENT** APPLICABLE TO THIS BID

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO THIS BID

4.2 A Compulsory Briefing **Virtual Microsoft Teams Meeting** will be held on **Tuesday 07 December 2021 at 10H00**. Potential bidders must submit their email address, to Ms Renee Nortje at rnortje@solplaatje.org.za,

Clearly making reference to the tender number, before or on the **02 December 2021**, at 16H00. (Closing date is 02 December 2021, @16:00)

Bidders must be represented by a Technical Member / Project Manager assigned to this project.

Bidders who do not attend/ login to the compulsory clarification virtual meeting will be prohibited from submitting proposals.

Conformation of virtual meeting will be recorded.

The following information must be submitted to the above email address (Before 02 December 2021, at 16H00)

- Email address
- Company name
- Cellphone number

- **Tender number**

- **Bidders who fail to provide required information for the Compulsory briefing session will be regarded as non-complaint. All Bidders who submitted their email address will receive a link for site meeting.**

5. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 5.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 5.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 5.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 5.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 5.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

IT WOULD BE APPRECIATED IF YOUR COMPANY COULD PROVIDE THIS OFFICE WITH A RETURNABLE ADDRESS ON THE BACK OF THE ENVELOPES

☐ YES ☐ NO

In terms of section 13 of the Municipal Supply Chain Management Regulations No. 27636 of 30 May 2005, the Municipal Manager shall reject all bids that do not comply with the following preconditions:-

1. Bidders that have not furnished the Municipality with his/her full names, identification number or company or other registration number and tax reference number and vat registration number, if any.
2. Bidders that have not submitted a valid tax clearance certificate from SARS or provided their tax compliance status pin number
3. Bidders that have not indicated: -
 - a. Whether he/she is in the service of the state or has been in the service of the state in the previous twelve months;
 - b. If the bidder is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state or has been in the service of the state in the previous twelve months, or
 - c. Whether a spouse, child or parent of the bidder or of a director, manager, shareholders or stakeholder in the previous twelve months.
4. Any special conditions as contained in the bid documents.

Bidders scoring the highest points or any bid will not necessarily be accepted, and the Municipality reserves the right to Sub-divide the contract and accept any portion of any bid, or determine a multiple award.

Bids will be evaluated in terms of the approved point system **80/20 OR HIGHEST PRICE** of Sol Plaatje Municipality as detailed in Preference Points form MBD 6 enclosed in Bid document. Tender validity period should be for **120 days**

NO BIDS BY FAX OR BY E-MAIL WILL BE ACCEPTED. Sealed bids outwardly marked with the relevant contract number

CONTRACT; FIN/INC01/2021 SUPPLY OF PREPAYMENT ELECTRICITY VENDING SERVICES WITH THIRD PARTY VENDING MANAGEMENT AND REVENUE ENHANCEMENT/TID MANAGEMENT.

must be addressed to the Municipal Manager and placed in the TENDER BOX (OPPOSITE SECURITY), MUNICIPAL STORES COMPLEX, ABATTOIR ROAD, ASHBURNHAM, Kimberley, not later than 10:00 on 24 JANUARY 2022.

IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME TO ENSURE THAT RESPONSES REACH SPLM, TIMEOUSLY. MUNICIPALITY SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL/ COURIER SERVICES.

Bids will be opened in public in the SCU BOARDROOM, STORES COMPLEX, ABATTOIR ROAD, Kimberley, immediately after opening on the same day at 10am.

INVITATION FROM: MUNICIPAL MANAGER

CIVIC OFFICES, SOL PLAATJE DRIVE
PRIVATE BAG X5030,
KIMBERLEY, 8300

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Certificate of Attendance of Clarification Meeting on Site

(if applicable)

NOTE: If the attendance register was signed at the clarification meeting held at the SCM Boardroom, the name of the signatory shall be inserted on this page and the a authorized signatory shall sign this page.

<i>If attendance register has been signed at the clarification meeting:</i>
Name of person appearing on attendance register:
Representative organization name on attendance register:
<i>If the attendance register has not been signed at the clarification meeting.</i>
This is to certify that I, , representative of (Tenderer) of (address) telephone number fax number e-mail attended the bid clarification meeting (date) in the company of (Employer's Line Manager / Engineer's representative) EMPLOYER'S LINE MANAGER / ENGINEER'S REPRESENTATIVE:

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

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS... ..

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

CELLPHONE NUMBER.....

EMAIL ADDRESS.....

FACSIMILE NUMBER CODENUMBER.....

VAT REGISTRATION NUMBER.....

HAS A VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED OR PROVIDED THEIR TAX COMPLIANCE STATUS PIN NUMBER?
(MBD 2)
YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE.....

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

TOTAL NUMBER OF ITEMS OFFERED

ATTACH VALID JOINT VENTURE AGREEMENT HERE (if applicable)

ATTACH VALID TAX CERTIFICATE HERE
(Joint Venture both certificates)

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. Bids will not be considered if these requirements are not met.

1. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder **MUST** now submit TAX COMPLIANCE STATUS PIN NO. Bids **WILL NOT be considered** if the correct PIN NO and Tax Reference Number are not included in this document
2. Applications for the Tax Clearance Certificates **MUST** be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277
3. The bidder (Name) Hereby grants Sol Plaatje Local Municipality Permission to use the following TAX COMPLIANCE STATUS PIN NOWith reference to the following Tax reference Number.....
4. The bidder (Name) Hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to Sol Plaatje Local Municipality on an on-going basis during the Contract Term.
5. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide Sol Plaatje Local Municipality authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.
6. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.
7. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consists of a partnership and
8. A bidder who is not resident in the Republic of South Africa, must apply for TAX CLEARANCE at SARS.

SIGNATURE OF BIDDER DATE:


CAPACITY UNDER WHICH THIS BID IS SIGNED:

WITNESS 1 DATE:

WITNESS 2DATE:

This page (MBD2) must be fully completed and signed by two witnesses.

ATTACH THE LAND LORD RECENT MUNICIPALITY ACCOUNT 60 days and or
VALID LEASE AGREEMENT HERE

Sol Plaatje Municipality 		SOL PLAATJE MUNICIPALITY, KIMBERLEY **MANDATORY** LISTING CRITERIA		
CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER (CSD): _____				
1	Company name			
2	Contact details	Telephone Number: _____	Fax Number: _____	Cell phone number: _____
	Email address Contact person:	_____ _____		
3	Postal Address:			
4	VAT registered	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If registered, VAT Registration No: _____
5	Settlement discount allowed	_____ %	For payment within	_____ days
6	Bank account details	Account No.:		Branch No.:
	Bank Name	_____		
	Branch Name	_____		
	Bank account type	_____		
7	Business Municipal Rates and Service Account Number: ** A current (30 days) account, or Lease Agreement in the case of a Landlord responsible for account, must be attached to this document **		_____	
8	Located in Sol Plaatje Municipal Area	Yes <input type="checkbox"/>		No <input type="checkbox"/>
9	% owned by black male: _____ %		% owned by black female: _____ %	
	% owned by black youth: _____ %		% owned by white female: _____ %	
	% owned by disabled persons: _____ %			
10	B-BBEE status level of contribution:			
11	Indicate main sector. Please select one (1) only: Agriculture <input type="checkbox"/> ; Mining and Quarrying <input type="checkbox"/> ; Manufacturing <input type="checkbox"/> ; Electricity, Gas, Water <input type="checkbox"/> ; Construction <input type="checkbox"/> ; Retail & Motor Trade & Repairs <input type="checkbox"/> ; Wholesale Trade, Commercial Agents and Allied Services <input type="checkbox"/> ; Catering & Accommodation & other Trade <input type="checkbox"/> ; Transport, Storage & Communications <input type="checkbox"/> ; Finance and Business Services <input type="checkbox"/> ; Community, Social and Personal Services <input type="checkbox"/>			
12	Amount full time employed staff: _____	Annual Turnover: R _____	Asset Value (Excluding fixed property) R _____	
13	It is the responsibility of the Supplier/Bidder to inform Sol Plaatje Municipality of any changes during the contract period			
	NAME (PRINT) _____ SIGNATURE: _____			
	CAPACITY: _____			
	WITNESS (NAME): _____ SIGNATURE: _____			
	DATE: _____			

SOL PLAATJE LOCAL MUNICIPALITY

FIN/INC01/2021 SUPPLY OF PREPAYMENT ELECTRICITY VENDING SERVICES WITH THIRD PARTY VENDING MANAGEMENT AND REVENUE ENHANCEMENT/TID MANAGEMENT.

Tender Document – Prepaid Vending System-Part1

DETAILED SPECIFICATIONS AND REQUIREMENTS FOR THE MULTI-UTILITY ONLINE VENDING SYSTEM AND THIRD-PARTY VENDING-Part1 of Tender

1. INTRODUCTION

Sol Plaatje Municipality herewith invites proposals for a multi-utility pre-paid vending system /solution that will be fully integrated with the Sol Plaatje Municipalities existing financial system and applications and function on the existing electronic infrastructure. The period of appointment will be for a period of 3 years. (With an option to extend on a month-to-month basis for a period not exceeding one (1) year).

Bids from suitable service providers will be evaluated according to the set criteria as set out in this document.

2. DESCRIPTION OF THE SERVICES REQUIRED

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

- 2.1. The supply, delivery, installation, training and commissioning of the most optimal vending solution for Electricity and Water STS meters, including a cloud based back-end, billing system integration/interface and distributed 3rd party 24-hour vending, offered by the tenderer within the framework and performance specification as detailed in this document.
- 2.2. Stand-by and on-site support required as detailed in this document.
- 2.3. Disaster recovery and business continuity as specified.

3. REQUIREMENTS

3.1. USE OF REASONABLE SKILL AND CARE

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

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

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

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

4. NORMATIVE REFERENCES

The solution offered must be compliant with the following applicable standards listed below:

SABS 1524-1:1994	Single-phase electricity dispensing systems, Part 1: Electricity Dispensers.
SABS IEC 1036:1990	Alternating-current static Watt-hour meters.
NRS 009-4-2:1994	National electricity meter cards and associated numbering standards section two national electricity meter number. (Replacing MCI57).
MC 115	National electricity meter card specification for ED's (will be replaced by a NRS spec in future)
IEC 62055-41/51/52	Standard transfer specification edition 2, STS600-8-6
ESKOM XMLVend 2.1	Eskom's specification for standardization of vending client/server protocols
NRS 009-1:1994	Electricity Sales Systems Part 1: Glossary system overview. Preferred requirements for applications in the electricity supply industry.
ISO 9001	Quality management systems standards
IEC 62055-xx	Electricity Payment Metering Systems
STS Part 1,2 and 3	Standard Transfer Specification
STS 600-4-x	Distributed Key Management System
NRS 009-2-1:1998	Electricity sales systems - Part 2: Functional and performance requirements - Section 1: System master stations
NRS 009-2-2:1995	Electricity sales systems - Part 2: Functional and performance requirements - Section 2: Credit dispensing units.
NRS 009-6-10	(Online XMLVend 2.1) the NRS Standard for on-line communication between Vending Servers and Vending Clients
ISO 8583	Financial transaction card originated messages — Interchange message specifications
IEC 61970-301	CIM (Common Information Model) Standard
IEC 320 C13	Battery Back-up / Surge Protection
NRS 055	Revenue Protection
NRS 096	Meter Seals
SANS 10142-1:2017	SOUTH AFRICAN NATIONAL STANDARD - The wiring of premises Wiring Code

Additionally, the vending system should be in full compliance to the following legislation:

Local Government: Municipal Finance Management Act (Act 56 of 2003) Local Government: Municipal Systems Act (Act 32 of 2000).

Local Government: Municipal Regulations on A Standard Chart of Accounts (mSCOA), Notice 312 Of 2014, Government Gazette No. 37577.

Tenders are also expected to familiarize themselves with Sol Plaatje's internal Bylaws & Policies as per attached list.

5. DETAILED SPECIFICATION OF VENDING SYSTEM

5.1 SYSTEM CONFIGURATION

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

5.2 PHYSICAL LOCATION OF SERVERS AND WORKSTATIONS

- The configuration envisaged by the municipality is one where the management and vending server(s) will be located off-site in a high availability environment with redundant power and connectivity.
- Full disaster recovery and business continuity will be provided for on the Municipal Premises.
- Vending workstations (credit dispensing units) will be required at each of the vending offices. The system must not be limited to existing workstations and locations. The tenderer is required to evaluate the existing hardware at each of the current offices and make an optimum solution recommendation to the municipality.

5.3 SYSTEM CAPACITY

- The system shall be designed to ultimately accommodate in excess of 200 000 consumers/meters.
- The system shall have the capacity to retain a five (5) year transaction history (estimated 50 million transactions) in the live database and older transactions in an archive database.
- Any system limitations shall be indicated by the tenderer.

6. SYSTEM PERFORMANCE SPECIFICATION

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

a cell phone as follows:

- A registered service on the web where the customer registers for the service. This includes providing the required financial information and then simply authenticating on every transaction. The Sol Plaatje Local Municipality's vending and credit management rules must still be applicable and transactions must be made against the Sol Plaatje Municipality local vending system.
- The system should cater for integration to vending mechanisms such as automatic cash handling machines, self-service terminals and other third-party vending networks by providing an API specification to the alternate provider. The tenderer shall assist with integration testing.
- The solution shall be able to function on low-bandwidth requirement between remote vending points (credit dispensing units) and the central prepaid system (system master station) and be optimized to run over networks (such as GPRS), with the maximum packet size being minimal and clearly indicated. GPRS/WIFI/ADSL/DIGINET connection points should be created on the Sol Plaatje Local Municipal infrastructure to directly serve transactions on this type of networks.
- The vending system shall cater for integration with the systems / applications in use. The Sol Plaatje Municipality uses SOLAR as the financial system. The nature of the integration catered for must include periodic bulk export / import of arrears balances / collections to / from the billing system.
- The service provider must indicate their approach to the requirements of mSCOA with respect to data exchange between systems.
- The system must cater for storage of all information to comply with financial services regulations (e.g., the storage of all sales/vending transactions).
- The vending system will provide a web-based interface to allow for management functionality and reporting over the Sol Plaatje Local Municipal Intranet and internet. Connections will be secured by mutually authenticated SSL between the management terminals and the web server. The standard Microsoft Internet Explorer will be used for this. The system must ensure that the program supports the latest version of Microsoft Internet Explorer and always keep up with updates by Microsoft. The currently deployed version of Microsoft Internet Explorer is version10.
- Tamper monitoring and specific technologies to effect notifications in this regard should be catered for in the proposed solution.

7. SYSTEM / OPERATION REQUIREMENTS

7.1 GENERAL

- The administrator(s) must have the option to link directly into the server from their offices for e.g., management, reports, etc. Maintenance staff must have the option to link into the system over a 5G data connection from remote locations to perform customer maintenance functions.

- All licenses required must be clearly defined and a list provided with license cost. All limitations must clearly be indicated.
- All current data on the current vending systems used by the municipality must be catered for on the proposed vending system. The last 3 years data must be migrated into the proposed vending system from the current vending system into the new system in the required/acceptable format. (CSV or Flat file).

7.2 ACCESS

- It must be possible to allocate access rights into the system into users and user groups.
- Access rights allocations shall be transferred during the data migration process and distributed throughout the system.
- The vending system must allow for activation of password ageing functionality. If this function is activated, the password of the particular user shall expire after a definable amount of time.
- Early password expiry warnings must be available.
- In addition, a concurrent log-in limit for log-in attempts is also required.
- User IDs not used or disabled permanently must not be able to be removed from transaction history data.
- A full audit trail on user IDs and movement must be kept.
- Access rights must be configured by the Sol Plaatje Local Municipality.

7.3 ARREARS RECOVERY

- The vending system offered by tenderer shall make it possible for the municipality to deduct arrears from moneys tendered by consumers to purchase pre-paid electricity and / or water.
- The vending system must be able to define within the applicable arrears scheme and/or credit control policy of the municipality's different arrears recovery categories/indexes.
- Within each category/index, the system shall allow for various recovery alternatives.
- This must be included and enforced in all electricity dispensing strategies and/or systems, inclusive of third-party vending systems.
- **The system shall allow for at least (but not limited to):**
 - Fixed percentage of transaction recovery
 - Availability charge recovery on a monthly or daily basis
 - Full arrears payment recovery
 - Partial or percentage-based arrears recovery and limited sales
 - Partial arrear recovery (based on amount arranged to pay towards arrears – signed arrangement) and limited sales (sales after payment be limited to the average units used per month).

7.4 BLOCKING

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

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

7.5 mSCOA

- The service provider must indicate their approach to the requirements of mSCOA with respect to data exchange between systems.
- The service provider must provide proof of at least one on-line integration with a billing system where arrears balances are updated and transactions are posted to the billing system real-time.
- Further the service provider has to provide proof that the system is able to pick up all ownership changes done on the SOLAR Financial system and change the meter details to be that of the new owner of the property as and when integrations are run daily.

7.6 ENGINEERING TOKENS/VOUCHERS

- The system must make provision for the generation of all STS engineering vouchers directly from the management terminal and these vouchers can be printed, viewed (without printing) or sent via SMS.
- An Android smart phone-based Engineering application must be provided (for Field Technicians).
- The application must allow for the issuing of engineering tokens and for field meter replacements with an audit trail including GPS coordinates.

7.7 FREE ISSUES / REPLACEMENT TOKENS

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

7.8 KEY MANAGEMENT

- The vending system must support the upload of key management files (KMF) into the system database to configure and connect encryption devices, for STS encryption algorithms.
- This can be used to load details of new area keys into the encryption device.
- STS6 certification is required, in the name of the bidding company, to a minimum of STS Edition2: IEC62055-41 Ed3, including Electricity and Water units and currency vending and Key Management and Engineering tokens, conforming to a minimum of Edition 1.9 of the STS standards. Security modules in use must be the Prism STS-6 type module (or Equivalent).

7.9 VENDOR CREDIT MANAGEMENT

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

The credit update of a terminal must be done by a supervisor (or another user with appropriate access rights) updating the credit limit via the management interface. All updates will be recorded; the records will include the previous credit

balance and the user identity, the date and time of the update and a reference field with free text entry. The update will automatically print for audit purposes.

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

7.10 MESSAGES

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

7.11 REGISTRATION

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

7.12 VENDING

Vending to a consumer shall only be possible when a point of connection and meter are linked to the consumer and a tariff has been selected. The customer must still be able to do payments although blocked for pre-paid electricity sales. Should the information on the database differ from the information on the meter card, no token must be generated.

7.13 SEARCH AND FILTER

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

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

7.14 SYSTEM REPORTS

- The vending system should support a set of standard reports and the capability to customize and / or create new Reports.
- The tenderer undertakes to add or alter reports according to the needs of the Municipality for at least the first six months free of charge.
- Printer selection and formatting according to operating system availability must be supported.
- Exporting of all reports to at least Excel or PDF must be supported.

The standard reports required should include (but not limited to):

7.14.1 Standard operator reports

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

7.14.2 Standard consumer reports

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

7.14.3 Standard transaction reports

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

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

7.14.4 Engineering Reports

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

7.15 SOFTWARE

The vending system should be able to use/support the Windows 10, or earlier software/operating systems.

7.16 TARIFFS

- The vending system must support the use of vending-based tariffs.
- The system must cater for pre-defined tariffs by date to be created in advance.
- The tariff structure of current vending systems must be accommodated.
- Meter Tariff Index and Customer Tariff Class must not be linked in the system in order to avoid key changes when tariffs are changed, for instance from an Indigent to Domestic tariff.

7.17 BLOCK TARIFFS

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

7.18 VAT

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

7.19 SECURITY

- The vending system interconnections shall be secured with mutually authenticated SSL certificates.
- The tenderer must describe the process of issue and management of these certificates.
- Passwords must meet the Auditor General's requirements in terms of complexity and expiry.
- An optional One Time Pin for system administrators must be provided for.

7.20 ACCOUNT PAYMENTS

- In vending, it should be possible to pay off arrears amounts or portions thereof separately from the purchase of actual electricity.
- The solution shall also allow for debtor payments and sundry payments if and when required by the Sol Plaatje Municipality. This functionality will allow and provide Sol Plaatje Municipality the capability of collecting account payments, arrear amounts as well as sell pre-paid services.
- The business rules of the municipality will apply at all times. Current account amounts, arrear amounts, linked account amounts and blocking codes will be transferred from the financial system to the vending system.
- The system must make provision for capturing of debit and credit cards payments and cancellation of payments (not tokens). Cancellation options must be linked to access rights.

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

- The system must work in such a manner that the pre-paid electricity sales as well as the account payment amount be deducted from the credit amount on the dispensing unit.
- The system must make provision for account payments on conventional meter accounts and rates accounts.
- The cashier must be warned before a transaction is finally accepted.

The system must allow the cashier different search options but at least the following:

- Swipe meter card
- Manually key in meter number
- Manually key in billing account number

7.21 VENDING AMOUNTS

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

7.22 THIRD PARTY VENDING

- The service provider must be integrated with third party vending providers in order to provision the Municipality with a broad-based third-party footprint to sell prepaid electricity locally and nationally.
- The footprint must include retail chain stores, banks, petrol stations web-based sales using credit card and/or EFT, and non-retail vendors.
- The service provider must indicate the process and cost, if any, of deploying additional footprint with non-retail (informal) vendors to areas where there is deemed to be insufficient coverage.
- The service provider should indicate the process that they use to deal with non-retail (informal) vendors that are over-charging customers.
- The service provider must describe in detail their remittance process where monies collected are paid across to the municipality. This must include payment schedules and administration requirements.
- A list of vending sites or proposed vending sites, retail stores and banks that will be made available must be provided.

- Only one level of aggregation is allowed; no sub-aggregators shall be enabled in order to control the vending footprint effectively.

Please note: the municipality will not allow voucher-based vending to its customers.

A supporting letter from the aggregator(s) is required.

7.23 TID ROLLOVER MANAGEMENT

- The service provider must supply a detailed plan for the deployment of the STS6 TID rollover.
- Options for deploying the key changes and any challenges that may be faced during the process must be described.
- Additionally, letters from at least two municipalities where the service provider is actively updating meters must be supplied.

7.24 SYSTEM IMPLEMENTATION AND COMMISSIONING

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

7.25 SYSTEM CHANGES AND ENHANCEMENTS

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

8. SYSTEM SITE VISIT/DEMONSTRATION

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

9. CUSTOMER REFERENCES

- The tenderer must supply at least three reference letters from other Municipalities confirming that the tenderer provides them with prepayment hosted online-vending services, third party vending via a broad-based footprint and also arrears collection via data exchange with the Municipality billing system.
- The letter must confirm the period that the tenderer has been providing the service to the Municipality.
- The Sol Plaatje Municipality may wish to contact one or more of the tenderer's reference clients during the tender evaluation period.
- Please provide contact names and details of the individuals who should be contacted in this regard.
- Contact with reference clients will be arranged through the tenderer, but Sol Plaatje Municipality reserves the right to conduct these information sharing sessions without representatives from the tenderer being present.

10. COMPLIANCE SCHEDULE

No.	Question	Yes / No	Comments
1	Does the system comply with all the STS specifications as listed in the tender? STS certificate to be supplied. Is the system certified for Electricity and Water vending?		
2	Does the system allow for configuration by the municipality for various system requirements?		
3	Is a list of system limitations attached?		
4	Is a full, detailed functionality description of the system attached?		
5	Is there a detailed strategy for the upcoming TID rollover included with an indication of cost to the Municipality?		
6	Is a detailed graphical drawing of the proposed network and system attached?		
7	Is a detailed disaster recovery plan attached?		
8	Is a comprehensive 3rd Party payment remittance process attached?		
9	Are different servers utilized for the different applications? e.g., transaction server, management server, etc.		
10	Is this a single database solution with no data transfer or replication required?		
11	Does the system have the capability to provide pre-paid services to Electricity and Water customers using a single interface? Does a single Customer record have the ability to link to multiple meter account types?		
12	Does the system integrate to other vending mechanics such as automatic cash handling machines, self-service terminals and other third-party options using Eskom XML Vend as an interface language?		
13	Is the system native XML or does it require a translation interface for XML based vending?		
15	Does the system allow for convenience charges to be charged at specific vending outlets over specific periods?		
16	Does the system provide for integration to the other systems in use at the municipality through the following options: periodic bulk export/import/registration of data/meter to and from other business systems, on-line real-time per transaction synchronization of data? Have the requirements of mSCOA been addressed in the offer?		
17	Does the system comply with financial services regulations regarding storage of data?		
18	Does the system provide WEB integration for management functionality and reporting? Specify what standard will be used.		
19	Can the administrators log into the servers directly from their offices? Can admins log in remotely over the internet?		
20	Is a list of license requirements with limitations attached?		
21	Does the system provide for smart metering?		

No.	Question	Yes / No	Comments
22	Does the system provide for access rights into the system for uses and groups?		
23	Does the system provide for user ID disabled or removed to remain in history transaction data?		
25	Does the system provide for arrear recovery in line with the credit control policy of the municipality?		
26	Does the system provide for at least the following arrears recovery alternatives: fixed percentage of transaction recovery; service - b a s e d recovery; full arrears payment recovery; partial arrear payment recovery with limited electricity sales?		
27	Does the system provide for “free issues” (EBSST token) to specific customers like indigents?		
28	Does the system allow a “free issue” (EBSST token) to indigents without having to purchase electricity or pay arrear amounts even if system is set to full arrears recovery?		
29	Does the system print “duplicate invoice” or “copy invoice” on a receipt if the “free issues” (EBSST token) is requested more than once in a calendar month?		
30	Does the system allow the generation of all engineering tokens directly from the system master station?		
31	Does the system allow all engineering tokens to be either printed, viewed without printing or sent through SMS?		
32	Does the system support all the different types of engineering vouchers as specified in the tender?		
33	Does the system provide for up-front vending?		
34	Can the abovementioned amount be defined per workstation?		
35	Does the system provide for messages at the bottom of the token voucher which can be changed by the municipality according to the municipality’s requirements?		
36	Does the system keep all historical connections between the meter, point of connection and the customer?		
37	Does the system allow vending when a point of connection, meter or tariff is not linked to a customer?		
38	Does the system allow payment of accounts although a blocking code is active that does not allow the customer to purchase pre-paid electricity tokens?		
39	Does the system provide for at least the standard reports as stipulated in the tender?		
40	Does the system allow for preview of reports before printing?		
41	Does the system support the use of vending-based tariffs?		
42	Does the system provide for pre-defined tariffs by date to be created in advance?		
43	Does the system accommodate the current vending structures of the municipality?		

No.	Question	Yes / No	Comments
44	Does the system support IBT (stepped tariffs)?		
45	Does the system support vending-based VAT that is calculated at time of vending?		
46	Does the system provide for batch numbers to follow sequentially and print a breakdown of all money received separately?		
47	Does the system provide for the payment of arrears amounts, current amounts or linked account separately from purchasing pre-paid electricity tokens?		
48	Does the system provide for the cashier to enter the full amount from which the arrear amount will automatically be deducted and the remainder of the money will then automatically be allocated towards pre-paid electricity sales?		
49	Does the system make provision to warn the cashier before finalizing any transaction?		
50	Does the system provide for integration of historical data?		
51	Is a list of current system users with full contact details supplied?		
52	Was an assessment of current infrastructure done and an optimum solution recommendation attached?		
53	Is the system TCP/IP compliant and be able to operate real-time over Ethernet on a LAN/WAN/WIFI/GPRS/4G/ EDGE/HSDPA/ADSL/DIGINET environment as available in certain areas?		
54	Does the system support vending stations running on at least Windows XP?		
55	Are all communications between client and server secured by mutually authenticated SSL certificates?		
56	Is provision made for periodic data synchronization with an off-line database in the municipal environment?		
55	Does the system support the latest version of the standard Microsoft Internet Explorer and always keep up with updates by Microsoft?		
57	Does the system function under low-bandwidth requirements with minimum packet size? Please specify the bandwidth.		
58	Is there an aggregator support letter attached?		

NB: Bidders are encouraged to submit an additional Compliance Schedule to clarify their submission further (if required)

MBD 3.4**11. FUNCTIONALITY SCORECARD**

Tenderers must score a minimum of 70 points for further consideration.

Item	Description	Value	Points Allocation		Score
1	Single interface, integrated multi-utility system, vending Electricity and Water from a single interface. STS6 Certificate to be in the name of the bidding company. An on-site demonstration of this will be requested.	25	Full description and STS6 approval/certificate	25	
			Technical Partner STS6 approval/certificate	15	
2	Broad based third-party vending foot print provided to municipalities including retail, banks, informal sector and web vendors.	15	5 years or more	15	
			2 years or less	10	
			No experience	0	
3	Hosted on-line vending provided to municipalities in the form of letters from Municipalities with contact information and dates OR list of references and contact information with start dates.	10	5 years or more	10	
			2 years or less	5	
			No experience	0	
4	Disaster recovery and business continuity plan. Key Aspects: -System Availability -Redundancy -Failover (Servers) -Minimum Requirements -Minimum Downtime -Communication Failover	10	Plan included	10	
			No plan	0	
5	Provision for a database hosted at the municipality	5	Provision	5	
			No provision	0	
6	Current Letters from municipalities confirming third party vending and arrears Collection	15	3 letters	15	
			2 letters	10	
			1 letter	5	

Item	Description	Value		Score	
7	Detailed mSCOA implementation approach included, one letter confirming on-line integration - Demonstration Required with Billing Integration. - BCX Letter confirming FULL integration with SOLAR.	10	2 Ref Site and BCX letter included	10	
			BCX Letter Only	5	
8	Overview of approach to the STS6 TID key rollover, confirmation letters from two municipalities that this is under way	10	Plan and letters included	10	
			New plan for approval and / or Ref letters	5	
9	Mobile engineering application for field staff which is used to supply engineering tokens, perform audits, meter exchanges in the field etc. - Provide the Demonstration and supporting documents.	10	Comprehensive tool	10	
			Basic tool	5	
			No tool	0	
10	Locality Points	15	Northern Cape Head Office	15	
			Elsewhere in RSA	8	

12. FUNCTIONAL EVALUATION

The proposed system will be evaluated against, **but not limited to**, the stated requirements below and a Full Demonstration thereof will be required:

1. **Pre-payment Vending Functions and Operations**
2. **Meter Management**
3. **Customer Management**
4. **Tariff & FBE Management**
5. **Management of Queries and Reports**
6. **System Security & Auditing**
7. **Integration to the Billing System (SOLAR/Municipal Financial system)**
8. **GIS Integration**
9. **Database Management & Platform**
10. **Communication Standards & Protocols**
11. **Vending Capacity & Scalability**
12. **Replication & Disaster Recovery Management**
13. **3rd Party Vending Management**
14. **SPLM Staff Training & Skills Transfer PLAN**
15. **Customisation & Flexibility**
16. **Any ADDITIONAL Features**

NB: Bidders are required to expand on each of the above functionalities (in detail) in order to expose their Unique Selling Points for a fair evaluation.

The bidder is also required to supply details of the management support staff that will be assigned to this project on a Full Time Basis including their CV's & Proof of Qualifications.

13. DETAILED SPECIFICATION COMPLIANCE STATEMENT

Pre-qualification Requirements

The following Compulsory Checklist must be completed in full. Failure to do so & to submit proof with the bid documents at the closing of the bid can render the tender non-responsive.

No	Requirement	Comply Y/N	Requirement
1.	Can offer a Demonstration of Solution System Offered		Comply
2.	Technical Requirements:		
2.1	Electrical Contractor at the Department of Labour as per SANS 10142 Wiring Regulations (3 phase wireman's licenses)		Submit proof
2.2.	Services must include the following:		
2.2.1.	Weekly and monthly reports of revenue protection inspections.		Comply
2.2.2.	Weekly and monthly reports of revenue protection remedial actions.		Comply
2.2.3.	Monthly data analysis and interrogation of all meter audits inspection that was completed.		Comply
2.2.4.	Maintenance of continuous quality and accuracy updates to existing system data including GPS coordinates of meters audited will be available.		Comply
2.3	Capture of operational field data on handheld devices.		Comply
2.4	The municipality will have access to an online portal to access operational information captured through the field operations.		Comply
2.5.	TID Rollover:		
2.5.1.	A detailed plan for the STS TID Rollover and key management must be supplied.		Submit proof
2.5.2.	A rollback plan must be available, if the TID Rollover fails on a meter, including contingency on what actions that will be required in the event.		Comply
2.5.3.	Must be able to demonstrate a field engineering tool, which can generate engineering tokens as required by the TID Rollover.		Submit proof
2.5.4.	TID Rollover actions must be performed in conjunction with field inspections.		Comply
2.5.5.	Weekly and monthly reports of completed TID Rollover meters.		Comply
2.5.6.	The TID Rollover system information must be in accordance with the municipal requirement.		Comply
2.5.7.	Can supply proven previous experience in TID Rollover Management.		Submit proof

14. CURRENT / PREVIOUS EXPERIENCE

Indication of Competence / Ability to Perform Successfully

List of recent previous work of a similar nature undertaken by the firm

Description of Contract	Client contact details			Value of Contract	Initiation date	End Date	Date up until which contract extended
	Name of Client	Name of Responsible Official	Telephone no				

The Sol Plaatje Municipality will verify all information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further. Therefore, it is stressed that the contact firm or person of the bidder must be willing to confirm the information in writing on the request by the Municipality.

Signed at on thisday of 20.....

Authorised Person) Witnesses: 1) 2).....

15.SAMPLE TOKEN

Token issued on 30/06/2021
 TAX INVOICE (COPY)
 Reprinted on: 02/07/2021 09:11:20
 Reprinted by: moloulid 3941

Credit Vend - Tax Invoice


Util. Name: Sol Plaatje
 Municipality
 Util. Dist. ID: Unknown
 Util. VAT No.: 4370102313
 Util. Address: Jan Smuts
 Boulevard,
 Kimberley
 Issued: 30/06/2021 12:53:33
 Reference: 118112530090
 Meter Number: 01620204865
 Token Tech.: 02
 Alg.: 07
 SGC: 000250
 TI: 01
 KRN: 1
 Tariff: DOMESTIC
 HOUSEHOLD
 TARIFF 2021

**Your Electricity Token
 Standard Token**


3673 2000 2209 2817 0840
 Receipt #: RCT1625050413019
 Units (kWh): 169.5
 Amount: R260.87
 Tax: R39.13
 Tariff: 169.5 kWh @ 1.54 R/kWh

Total (VAT Excl.): R260.87
 Total (VAT Incl.): R300.00


16A.CURRENT SYSTEM DIAGRAM**CASHIER HARDWARE SPECIFICATION****CPU**

	Count	1
	Vendor	Intel Corporation
	Name:	Core i3-3240
	Frequency	3400 Mhz.
	Version (family, stepping, model)	6, 9, 58
	Serial Number:	0003-06A9-BFEB-FBFF-3D9A-E3BF




Display

	Adapter	Intel(R) HD Graphics
	Chipset	Intel(R) HD Graphics Family
	Memory:	1799 Mb.
	Resolution	1280x1024
	Color Depth	32 bit (4294967296 colours).


Memory

	Physical	3983 Mb.
		Slot 1:4096 Mb./1600MHz.
	Memory Banks	1
	Virtual	8388607 Mb.

Storage

	TOSHIBA DT01ACA050	466 Gb.
	hp DVD-RAM GHB0N	0 Gb.
	C:\ (EEDC-9825)	451 Gb. (Free Space: 377 Gb.)
	E:\ (58AA-06A0)	15 Gb. (Free Space: 2 Gb.)

Network

	Adapter Realtek PCIe GBE Family Controller, Type: Ethernet, Address A0:48:1C:AB:4C:D7, IP Address fe80::f1e9:eab2:6a3d:fe9f%13	
---	--	--

16B.CURRENT SYSTEM: Municipal Vending Points

Sol_Bantu_Hall
Sol_Galeshewe
Sol_Homevale
Sol_Main_Office
Sol_Phutanag
Sol_Pioneer_house
Sol_Stokroos

16C.CURRENT SYSTEM: Vending Channels

Online and Banking

- Current Supplier's Channel via Home Page
- Standard Bank
- Absa
- Capitec
- Nedbank
- FNB
- Investec
- Old Mutual

Major Retailers and Service Stations

- Pick 'n Pay and Boxer Stores
- Shoprite Checkers / Usave
- Spar Retail Stores
- Mass Mart (Makro; Game Stores)
- Bp Express Service Stations
- Engen Service Stations
- Caltex Service Stations
- Total Service Stations

Spaza Shops and Informal Traders

- Blu Approved POS
- Top It Up POS
- Current Supplier's Direct Vendor POS
- Sandulela POS

17. **SPECIAL NOTE TO TENDERERS**

All Government Acts are to be read in conjunction with (but not limited to) the documents mentioned below:

Sol Plaatje Municipality Applicable Policies & By-Laws (copies available on the Municipal Website)

- Asset Management Policy (dated 2015)
- Credit Control Policy-Review 2015_16
- Cash Management and Investment Policy-2020_21
- Cost containment Policy -October 2020
- Customer Services Credit Control Debt Collection Policy Review (2021-2022)
- Debt Collection By-Law (2017-2018)
- Debt Write-off Policy Review (2019-2020)
- Disposal of Movable Assets Policy 2015
- Electricity Supply By Law 2006
- Free Basic Services Policy 2017-2018 (Approved)
- Indigent Management Policy Review (2021-2022)
- Information Systems Security Policy (October 2020)-Approved
- Supply Chain Policy-Draft1-2016
- SPLM Contracts Performance Management Policy-Review 2020
- SPLM Asset Management Policy
- SPM Supply Chain Policy-June 2020 Review
- SSEG PV Policy- 2017/2018 Approved
- Tariff Policy Review-Approved 30 June 2020

Provision of Revenue Enhancement Services and TID Rollover Management

Part2 of Tender

1. Background

The Sol Plaatje Municipality currently has approximately 58000 Prepayment Meters and 7577 Credit Meters.

2. Scope

- 2.1 The successful tenderer will assist Sol Plaatje Municipality with Customer Data Management and provide a Revenue Protection service to eliminate the loss of electricity revenue on Prepayment Meters as a result of meter tampering and/or bypassing.
- 2.2 It will comprise of the provision of Data Management and Revenue Protection Services for the whole Sol Plaatje Municipal jurisdiction area.
- 2.3 All work to be done for this project shall be in accordance with SANS 10142(as revised) + NRS 055

This will include:

- Data and Revenue protection sweep audits.
 - Data and Revenue protection sweep audits plus TID Rollover field work.
 - Data and Revenue protection targeted audits+ Remedial Actions.
 - Data and Revenue protection remedial actions.
 - Data analysis and interrogation.
 - Provision of detailed reference database.
 - GIS Field management consol for all Municipal consumers.
 - Spatial analysis and Geographical presentations of all audits through GIS techniques.
- 2.4 Service providers must make use of the latest techniques and technologies when performing of field audits and capturing of data, to eliminate human errors as far as possible through the use of Hand-Held devices (HHU).
 - 2.5 The tenderer must have proven field capacity and a detailed PLAN for providing these services and will be required to demonstrate their solution and provide physical proof of the in-field tools used for these services.

3. Technical Specification

- 3.1 Full data clean up and mapping of all audited meters and customers in the field to the pre- payment and financial database of the municipality. (A List of Mandatory data to be captured from the field will be issued at the time of the audits).
- 3.2 Detailed GIS Information system indicating all findings in the field (e.g.: Meter/Installation types and customers not at home and other additional key information) will be required. The GIS field information will form part of the management console required for sustainable management.
- 3.3 Detailed reports have to be presented regularly, coupled with monthly feedback/monitoring reports on a weekly/monthly basis.

3.4 Sweep Audits

- 3.4.1 Visual inspection audit of a defined set of pre-paid meter installation points located within a neighbourhood or suburb.
- 3.4.2 Including recording important information related to each endpoint (linked to a spatial GPS coordinates).
- 3.4.3 Capturing photos of the installation.
- 3.4.4 Sealing meters with colour-coded barcoded seals.
- 3.4.5 And importing the information into a central data repository.
- 3.4.6 Full technical audit by licensed wireman of specific statistically identified potential tampered / bypassed prepaid meters.
- 3.4.7 Including removing the meters and checking the installation.

3.5 Sweep Audits plus TID Rollover Field Service

It should be noted that by November 2024 the token identifiers (TID) used to identify each credit token will run out of available numbers at which point all existing STS prepaid meters will stop accepting credit tokens. Therefore, to prevent this from happening a special set of tokens (Key Change Tokens) needs to be punched into all STS prepaid meters to change the base date of the meter to 2014. In addition to the sweep audit scope of work in 3.4 the following services must be done.

- 3.5.1 The tenderer will have a Project Manager to facilitate the TID rollover associated work.
- 3.5.2 The tenderer must have a dedicated call centre, where customer queries associated to the TID Rollover + Revenue Management after the prepaid meters have been configured to have the new base date of 2014, will be handled.
- 3.5.3 Successful tenderers are to provide the municipality with a detailed work plan.
- 3.5.4 The tenderer is to generate the TID Engineering Tokens for all prepaid meters to be configured and hand them over to their field technician to enter into the prepaid meters during the key change process only when the field technician is in front of the meter.
- 3.5.5 The tenderer is to provide weekly progress updates of the work done.
- 3.5.6 All meters to be configured must be audited as according to point 3.4.
- 3.5.7 The costs associated with the TID services must also include a cost to audit a meter.

3.6 Targeted Audits

- 3.6.1 Including upstream load testing (of for example geysers under “no meter load” conditions).
- 3.6.2 Recording important information related to each endpoint (linked to a spatial GPS coordinates).
- 3.6.3 Capturing high quality photos* of the installation.
- 3.6.4 Sealing of the meters with colour-coded barcoded seals.
- 3.6.5 And importing the information into a central repository.

3.7 Remedial action

- 3.7.1 Technical remedial meter disconnections of specific statistically identified tampered/ bypassed and faulty prepaid meters carried out by a suitably qualified technician.
- 3.7.2 Recording important information related to each endpoint (linked to a spatial GPS coordinates).
- 3.7.3 Capturing photos of the installation.
- 3.7.4 And importing the information into a central repository.

4. System Costs -Revenue Enhancement + TID Management

- 4.1 The method of payment will be per successfully completed audit or remedial action and separate rates will apply for:
 - 4.1.1 Sweep audits
 - 4.1.2 Targeted audits
 - 4.1.3 Remedial action
- 4.2 The municipality and the tenderer will enter into a service level agreement.

5. System Solution Capability- Revenue Enhancement + TID Management

The bidder will be evaluated based on the proposal submitted which must clearly display compliance with the requirements in the specifications as summarized in this report.

Proof of relevant accreditations must be submitted for each criterion as requested, if such proof is not submitted, the tender will not be evaluated further.

The Municipality reserves the right to communicate further than the listed parties as references.

6. Call Centre Service/Support Requirement

The successful tenderer shall provide its own technical vending operator/s (call centre) to support the audit teams with the generation of all the necessary engineering tokens. The operation and management of system interaction and token exchange must be guided by municipal rules and procedures. The tenderer must equip the vending operator/s and audit teams with the necessary tools to secure direct line of communication between the two parties. All costs pertaining to the vending operator/s and all associated costs will be the responsibility of the tenderer.

7. Functionality SCORE

Evaluation Criteria for Part 2 of Tender				
				Points Scored
	Years of Experience	5+ years	10 Points	
		2+years	5 Points	
		1 to 2years	2 Points	
	Use Of Handheld Units (Demo Required)		10 Points	
	Full On-Site Demonstration Available		15 points	
	Reference Sites + Reference Letters	5	20 Points	
		3	15 Points	
		less than 3	5 Points	
	Minimum SCORE Required	30 Points		

8. Functional Evaluation

The proposed system will be evaluated against, **but not limited to**, the stated requirements below and a Full Capacity Demonstration thereof will be required:

1. Sweep Audit Processes
2. Targeted Audit Processes
3. Remedial Action Processes
4. TID Management Processes
5. Customer DATA Management
6. SPLM Staff Training & Skills Transfer PLAN
7. Customisation & Flexibility
8. Any ADDITIONAL Features

NB: Bidders are required to expand on each of the above functionalities (in detail) in order to expose their Unique Selling Points for a fair evaluation.

The bidder is also required to supply details of the management support staff that will be assigned to this project on a Full Time Basis including their CV's & Proof of Qualifications.

9. DETAILED SPECIFICATION COMPLIANCE STATEMENT

Pre-qualification Requirements

The following Compulsory Checklist must be completed in full. Failure to do so & to submit proof with the bid documents at the closing of the bid can render the tender non-responsive.

No	Requirement	Comply Y/N	Requirement
1.	Can offer a Demonstration of Solution System Offered		Comply
2.	Technical Requirements:		
2.1	Electrical Contractor at the Department of Labour as per SANS 10142 Wiring Regulations (3 phase wireman's licenses)		Submit proof
2.2.	Services must include the following:		
2.2.1.	Weekly and monthly reports of revenue protection inspections.		Comply
2.2.2.	Weekly and monthly reports of revenue protection remedial actions.		Comply
2.2.3.	Monthly data analysis and interrogation of all meter audits inspection that was completed.		Comply
2.2.4.	Maintenance of continuous quality and accuracy updates to existing system data including GPS coordinates of meters audited will be available.		Comply
2.3	Capture of operational field data on handheld devices.		Comply
2.4	The municipality will have access to an online portal to access operational information captured through the field operations.		Comply
2.5.	TID Rollover:		
2.5.1.	A detailed plan for the STS TID Rollover and key management must be supplied.		Submit proof
2.5.2.	A rollback plan must be available, if the TID Rollover fails on a meter, including contingency on what actions that will be required in the event.		Comply
2.5.3.	Must be able to demonstrate a field engineering tool, which can generate engineering tokens as required by the TID Rollover.		Submit proof
2.5.4.	TID Rollover actions must be performed in conjunction with field inspections.		Comply
2.5.5.	Weekly and monthly reports of completed TID Rollover meters.		Comply
2.5.6.	The TID Rollover system information must be in accordance with the municipal requirement.		Comply
2.5.7.	Can supply proven previous experience in TID Rollover Management.		Submit proof

CHECKLIST FOR COMPLETENESS OF BID DOCUMENT

The bidder is required to complete the following checklist in order to ensure that the necessary documentation, as required, is attached to this bid document and that all declarations are signed by the bidder:

(*Mark with "X" where applicable)

Items to be checked	Yes	No	Comments
1. Completed page containing the details of bidder			
2. Submitted their unique person identification number (pin) issued by SARS to enable the municipality to view the taxpayer's profile and tax status.			
3. Completed the applicable pricing schedules (Part1 & Part2)			
4. Completed and signed declaration of interest (MBD 4)			
5. Completed and signed declaration in order to claim preference points (MBD 6.1) and attached a certified copy or original B-BBEE certificate.			
6. Completed and signed declaration for local production and content (MBD 6.2)			
7. Completed and signed declaration of bidder's past supply chain management practices (MBD 8)			
8. Completed and signed certificate of independent bid determination (MBD 9).			
9. Completed and signed certificate for municipal services and payments to service providers (attach municipal accounts not older than 90 days).			
10. Bidder's signed declaration for understanding and complying with technical specifications.			
11. Bidder to initial every page of this bid document.			

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT
THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.

.....

Name (print)

.....

Signature

.....

Position

.....

SOL PLATJE MUNICIPALITY

MBD 4**DECLARATION OF INTEREST**

BIDDERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED AND THEIR NAMES AND COMPANY DETAILS WILL BE SUBMITTED TO NATIONAL TREASURY AND PROVINCIAL TREASURY TO BE BLACK LISTED. SHOULD YOUR INTEREST BE DISCOVERED AFTER THE AWARD OF THE CONTRACT THE MUNICIPALITY SHALL TERMINATE YOUR CONTRACT ON THE BASIS OF THE ABOVE.

1. No bid will be accepted from persons in the service of the State¹. (Employed by the State)
2. Any person, having a kinship with persons in the service of the State (Employed by the State), including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 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? (Employed by the State)? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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

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

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

MBD 4

3.9 Have you been in the service of the State (employed by the State) for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars

.....
.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the State (employed by 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 the service of the State (employed by the State) **YES / NO**

3.13.1 If yes, furnish particulars

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

MBD 4

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

Full Name	Identity Number	State Employee Number

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
(Print) Name of bidder

FAILURE TO SIGN THE DOCUMENT WILL LEAD TO DISQUALIFICATION

THE MBD 4 TO BE REVIEWED ANNUALLY BY THE BIDDER ON THE SOL PLAATJE DATABASE

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**Penalty: -**

Upon detecting any false claim or statement hereunder will result in the bidder's de-registration and the bidder will be prevented from participation in future contracts for a period of three (3) years.

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

MBD 8

CERTIFICATION

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

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

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

N.B.:- THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES (FAILURE TO COMPLY TO THIS WILL LEAD TO DISQUALIFICATION)

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES	
1.....	
Name Print	
2.....	

MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

Includes price quotations, advertised competitive bids, limited bids and proposals.

Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Ref Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 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.

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

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

N.B.:- THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES(FAILER TO COMPLY TO THIS WILL LEAD TO DISQUALIFICATION)

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder (print)

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____

SOL PLAATJE LOCAL MUNICIPALITY

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to Sol Plaatje Municipality bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with Sol Plaatje Municipality.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, will be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids. Within the Northern Cape Province the closing hour will be 11H00, as per Post Office official time.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.

- 1.15 **“Good standing”** means not being blacklisted or involved in illegal activities ,must comply with Sol Plaatje Municipality Credit Control Policy with regard to payments for services , and must have satisfactorily complied with present and previous contractual obligations.
- 1.16 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.22 **“Purchaser”** means the organization purchasing the goods.
- 1.23 **“Republic”** means the Republic of South Africa.
- 1.24 **“SCC”** means the Special Conditions of Contract.
- 1.25 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26 **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted as well as e-mailed bid documents, unless stated as such in the invitation to bid or contract.

2. Application

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

3. General

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

4. Standards

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

5. Use of Contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC. The above excludes construction contracts/road repairs, civil, mechanical and electrical works.

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty / Guarantee

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the

contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
 (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

ATTACH ALL ANNEXURES HERE

SOL PLATJIE MUNICIPALITY