BIDDER DETAILS FOR THE MPO/06/2026 – APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF VENDING MANAGEMENT SYSTEM FOR 36 MONTHS

Name of Bidder: ____

CIPC Registration: ____

CSD Number: MAAA____

Tax Number: ____

VAT Number: ____

Contact Number: ____

Email Address: ____

Contact Person: ____

Total Bid Price for 36 months: ______________________________ (VAT Inclusive)

BID NAME: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF VENDING MANAGEMENT SYSTEM FOR 36 MONTHS
BID NUMBER: MPO/06/2026
CLOSING DATE: 31 AUGUST 2026
CLOSING TIME: 12H00
BID OPENING VENUE: MPOFANA LOCAL MUNICIPALITY, 10 CLAUGHTON TERRACE
ENQUIRIES: SCM OFFICE – scm.office@mpofana.gov.za (033)-263 7701/7714

BID ADVERTISEMENT

Service Providers are hereby invited to bid to Mpofana Local Municipality for the following bid:

BID No.	BID DESCRIPTION	BRIEFING MEETING	EVALUATION CRITERIA
MPO/06/2026	Appointment of a service provider for the provision of a vending management system for 36 months	Not Applicable	

ALL BIDS MUST COMPLY WITH THE FOLLOWING CONDITIONS:

- Requirements for sealing, delivery, opening and assessment of bids are stated in the bid document;
- Emailed, telefaxed or late bids WILL NOT be accepted;
- It is the responsibility of the bidder to ensure that the bid reaches the municipality on or before the closing date and time;
- Bids may only be submitted on the bid document as provided by the Mpofana Local Municipality.
- Use of Tippex is not allowed on the bid document;
- A bid document completed in pencil will be regarded as invalid;
- No page(s) may be removed from the original bid document;
- All forms must be completed and MUST NOT be amended in any way whatsoever;
- If any of the forms, or portion of any form, is not applicable, please indicate by marking N/A

Dr. E.H. Dladla (Municipal Manager – Mpofana Local Municipality

FORM OF OFFER AND ACCEPTANCE OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for: **APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF VENDING MANAGEMENT SYSTEM FOR 36 MONTHS – BID# MPO/06/2026.**

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

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

THE OFFERED TOTAL PRICE FOR 36 MONTHS INCLUSIVE OF VAT IS

____

RANDS (IN WORDS); R____ (IN FIGURES).

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

FOR THE BIDDER

Signature: ______________________________ Date: _____/ ______/ 2026

Full Name: ____

Capacity: ____

Company Name: ____

Physical Address: ____

BIDDER WITNESS

Signature: ____________________________ Date: _____/ ______/ 2026

Full Name: ____

Capacity: ____

ACCEPTANCE

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

The Terms of the contract are contained in:

Part 1: Agreement and contract data (which includes this agreement)

Part 2: Pricing data;

Part 3: Scope of Work;

Part 4: Briefing Session.

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

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

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

FOR THE EMPLOYER

Signature: ____________________________________ **Date:** ______/ _______/ 2026

Full Name: ELPHAS DLADLA

Capacity: MUNICIPAL MANAGER (MM)

Company Name: MPOFANA LOCAL MUNICIPALITY

Physical Address: 10 CLAUGHTON TERRACE, MOOI-RIVER, 3300

EMPLOYER WITNESS

Signature: __________________________________ **Date:** ______/ _______/ 2026

Full Name: NTANDO DUMA

Capacity: CHIEF FINANCIAL OFFICER (CFO)

MBD 1
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	MPO/06/2026	CLOSING DATE:	31AUGUST 2026	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF VENDING MANAGEMENT SYSTEM FOR 36 MONTHS				
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 *10 CLAUGHTON TERRACE, MOOI RIVER, 3300*

SUPPLIER INFORMATION				
NAME OF BIDDER				
PHYSICAL ADDRESS				
CONTACT NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED 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]	*ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED		*TOTAL BID PRICE*	**R**	
SIGNATURE OF BIDDER		*DATE*		
CAPACITY UNDER WHICH THIS BID IS SIGNED				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	FINANCE	DEPARTMENT	FINANCE
CONTACT PERSON	SCM OFFICE	CONTACT PERSON	MFANAFUTHI MKHIZE
TELEPHONE NUMBER	(033)-263 7701/7714	TELEPHONE NUMBER	082 879 3791
E-MAIL ADDRESS	scm.office@mpofana.gov.za	EMAIL ADDRESS	Mfanafuthi.mkhize@mpofana.gov.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. 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.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ________________________________

CAPACITY UNDER WHICH THIS BID IS SIGNED: ________________________________

DATE: ________________________________

AUTHORITY FOR SIGNATORY

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I, ____chairperson of the board of ____, hereby confirm that by resolution of the board (copy attached) taken on ____________20____ , Mr/Ms _____________________________________acting in the capacity of _______________________________________, was authorised to sign all documents in connection with this bid for Contract No. **MPO/07/2026** and any contract resulting from it on behalf of the company.

As witnesses:

1. ___________________________ Chairman: ____________________

2. ___________________________ Date: _________________________

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as_______________________________________, hereby authorize Mr/Ms ____________________________, acting in the capacity of ___________________________________, to sign all documents in connection with this bid for Contract No **MPO/06/2026** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorise Mr/Ms ___________________________________, authorised signatory of the company ______________________________________, acting in the capacity of lead partner, to sign all documents in connection with this bid for Contract No. **MPO/07/2026** and any contract resulting from it on our behalf.

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

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

I, ____, hereby confirm that I am the sole owner of the business trading as ____.

As witnesses:

1. _______________________________ Sole Owner: ______________________

2. _______________________________ Date: ____________________________

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as _____________________________________, hereby authorise Mr/Ms ____acting in the capacity of _________________, to sign all to sign all documents in connection with this bid for Contract No MPO/07/2026 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. To meet this requirement, bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. To use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Attach valid Tax Clearance Certificates or a PIN issued by SARS to this page.

SIGNATURE OF BIDDER: ________________________________ **DATE:** ________________________

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with people in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.

3 To give effect to the above, the following questionnaire must be completedand 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, shareholder[2]): ________________

3.4 Company Registration Number: ________________________________

3.5 Tax Reference Number: ________________________________

3.6 VAT Registration Number: ________________________________

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

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

3.8.1 If yes, furnish particulars:

____

____

[1]MSCM Regulations: "in the service of the state" means to be –

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitution within the meaning of the Public Finance Management Act, 1999 (ActNo.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or provincial legislature.

3.9 Have you been in the State service 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 peoplein the service of the state and who may be involved with the evaluation and/or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

____

____

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

3.11.1 If yes, furnish particulars

____

____

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

3.12.1 If yes, furnish particulars.

____

____

3.13 Are any spouse, child or parent of the company's directors' trustees' managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

____

____

3.14 Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this companyhave any interest in any other related companies or business whether they are bidding for this contract **YES / NO**

3.14.1 If yes, furnish particulars:

____

____

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

Full Name	**Identity Number**	**State EmployeeNumber**

BIDDER SIGNATURE: ___________________________ CAPACITY: _______________________

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where:

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where:

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Then the organ of state must indicate the points allocated for specific goals for the 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black Owned	**10**	
100% Black Woman Owned	**05**	
Disability	**05**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm: ____

4.3. Company registration number: ____

4.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

____

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ______________________________

DATE: ______________________________

PHYSICAL ADDRESS: ______________________________

____

____

____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted of fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
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)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

BIDDER SIGNATURE: ______________________________ **CAPACITY: _______________________**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   a. Takes all reasonable steps to prevent such abuse;
   b. Rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
   c. Cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. To give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: ____ (Bid Description) in response to the invitation for the bid made by: **MPOFANA LOCAL MUNICIPALITY** do hereby make the following statements that I certify to be true and complete in every respect:

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

1. I have read and 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 this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether 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[3] will not be construed as collusive bidding.

7. 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, before the date and time of the official bid opening or of the awarding of the contract.

10. am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, suspicious bids 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.

BIDDER SIGNATURE: ___________________________ **CAPACITY:** ______________

COMPANY NAME: ____ **DATE:** _____/ ______/ 2026

DECLARATION BY THE BANK MANAGER

NAME OF BIDDER: ____

BANK NAME: ____

ACCOUNT NUMBER: ____

ACCOUNT TYPE: ____

PHONE NUMBER: ____

EMAIL ADDRESS: ____

BRANCH CONTACT PERSON: ____

This is to certify that the Bidder has sufficient good standing with this bank that he will, in my opinion, be financially able to complete a contract of **R** ______________________________________ over the bided duration of _________________ weeks. In addition, we confirm that, for the enquiry, the Bidder is rated Code ____

BANK STAMP

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Mrs/Ms. ___________________________, authorised signatory of the company, close corporation or partnership ________________________________, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

FIRM NAME	PHYSICAL ADDRESS	AUTHORISED SIGNATORY
LEAD PARTNER:		Signature: ______________ Initials & Surname: ______________ Designation: ______________
		Signature: ______________ Initials & Surname: ______________ Designation: ______________

Note: a copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner shall be appended to this schedule.

SCHEDULE OF PROPOSED SUB-CONTRACTORS

The bidder shall list below any Sub-Contractors he wishes to employ to carry out part(s) of the Work. The acceptance of his bid shall not be construed as approval of all or any of the listed Sub-Contractors. Should any or all the sub-contractors not be approved subsequently to acceptance of the bid, this shall in no way invalidate this bid. Furthermore, the bid unit rates of the various items of work shall remain final and binding.

No.	PROPOSED SUB-CONTRACTOR	PART OR TYPE OF WORK	PHYSICAL ADDRESS OF PROPOSED SUB-CONTRACTOR	CONTACT DETAILS	VALUE OF WORK (R)
1					
2					
3					
4					
5					
TOTAL VALUE OF WORK(S) TO BE SUB-CONTRACTED					**R**

Bidders are requested to furnish certified copies of the proposed subcontractor's CIPC as well as certified copies of the owner's identity document along with this bid.

SIGNED ON BEHALF OF BIDDER: ____________________________________

EXPERIENCE OF BIDDER

MUNICIPALITY NAME, CONTACT PERSON & TELEPHONE NUMBER		DESCRIPTION OF WORK	VALUE OF WORK (VAT INCL)	COMPLETION DATE

A separate schedule, clearly referenced, may be inserted here. Bidders must have specific experience and submit at least two recent references (in the form of written proof(s) on municipality's letterhead including relevant contact person, nature of service, contract amount, commencement date, telephone number, and email addresses) of similar work undertaken.

SIGNATURE ON BEHALF OF BIDDER: ______________________________________ **DATE:** ________________

CONTRACT FORM – RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to (name of institution) ____ in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number **MPO/07/2026** at the price's quoted. My offer remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

- Bidding documents, VIZ
- Invitation to bid;
- Tax Clearance Certificate;
- Pricing Schedule(s);
- Filled-in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
- General Conditions of Contract; and
- Other (Specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid, that the price(s) and rate(s) quoted cover all the services specified in the bidding documents, and that the price(s) and calculations will be at my own risk.

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

I declare that I have no participation in collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract

NAME: ____

CAPACITY: ____

SIGNTURE: ____

FIRM NAME: _______________________________________

DATE: ____

WITNESS NAME: ____________________________

SIGNATURE: _______________________________

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I, ____ in my capacity as ________________________ accept your bid under reference number __________________________ dated ______________________________ for the rendering of services indicted hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE

I confirm that I am duly authorised to sign this contract

SIGNED AT ____ ON _____________________

NAME: _______________________________________ WITNESS NAME: ____________________________

SIGNATURE: __________________________________ SIGNATURE: ________________________________

DATE: ______________________________________ DATE: _____________________________________

OFFICIAL STAMP

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Enterprise Name: ____

Section 2: VAT Registration no. (if applicable): ______________________________________

Section 3: Particulars of sole Proprietors and partners in partnerships

NAME*	IDENTITY NUMBER**	PERSONAL INCOME TAX NUMBER*

***Complete any if sole or partnership and attach separate page if more than 3 partners**

Section 4: Particulars of companies and close corporations

Company registration number: ____

Close Corporation number: ____

Tax Reference number: ____

Section 5: Record of service of the state

Indicate by marking the relevant boxes with a cross if any sole proprietor, partnership or director, manager, principal shareholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Provinces ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

NAME OF SOLE PROPRIETOR, PARTNER, DIRECTOR, MANAGER, PRINCIPAL SHAREHOLDER OR STAKEHOLDER	NAME OF INSTITUTION, PUBLIC OFFICE, BOARD OR ORGAN OF STATE AND POSITION HELD	STATUS OF SERVICE (TICK APPROPRIATE COLUMN)	
		CURRENT	WITHIN LAST 12 MONTHS

SECTION 6: RECORD OF SPOUSE, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership, or director, manager, principal stakeholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Provinces ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature

NAME OF SOLE PROPRIETOR, PARTNER, DIRECTOR, MANAGER, PRINCIPAL SHAREHOLDER OR STAKEHOLDER	NAME OF INSTITUTION, PUBLIC OFFICE, BOARD OR ORGAN OF STATE AND POSITION HELD	STATUS OF SERVICE (TICK APPROPRIATE COLUMN)	
		CURRENT	WITHIN LAST 12 MONTHS

Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- Authorises the Employer to obtain a tax clearance certificate from the South African Revenue Service that my/our tax matters are in order.
- Confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- Confirm that no partner, member, director or other person, who wholly or partial exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- Confirm that I/we are not associated, linked or involved with any other tendering entities submitting bid offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- Confirms that the content of this questionnaire is within my personal knowledge and are to the best of my belief both true and correct.

SPECIFICATIONS

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF VENDING MANAGEMENT SYSTEM FOR 36 MONTHS **BID# MPO/06/2026**

INTRODUCTION

The Mpofana Local Municipality herewith invites proposals for a multi-utility prepaid vending system solution that will be integrated with the Mpofana Municipality's existing billing system. The period of appointment will be for a period of 3 years.

TENDER SPECIFICATIONS

The online and real-time multi-utility prepayment vending system to operate in a highly redundant and secure cloud server environment, within South African data centres.

EXISTING MUNICIPAL ENVIRONMENT

The bidder must take note of the Municipality's existing vending environment when submitting a proposal. The Municipality provides the following information for pricing and implementation purposes:

Existing Financial/Billing System

The proposed vending management solution shall integrate with the Municipality's existing Financial System.

Current Financial/Billing System:

- Financial System is Sage Evolution
- Vending Management System: Conlog

Current Revenue Environment

For information purposes, the Municipality provides the following operational information:

Description	**Municipality Information**
Average monthly prepaid electricity sales (VAT inclusive)	R 2,300,000.00
Percentage of collections processed through Municipal Cashiers	75%

Existing Vending Network

The Municipality currently operates the following vending infrastructure:

Description	**Municipality Information**
Number of Municipal Vending Points	2
Number of Third-Party Vending Points	7

Existing Meter Infrastructure

The Municipality currently has the following prepaid meter environment:

Description	**Municipality Information**
Total number of prepaid meters registered	5 000
Number of active prepaid meters	5 000
Number of STS compliant meters	5 000
Number of non-STS meters (if applicable)	Not applicable

The bidder shall ensure that the proposed solution supports the Municipality's existing meter infrastructure and future meter expansion.

Smart Meter Compatibility

The bidder shall indicate compatibility with the Municipality's existing smart metering infrastructure. The smart metering infrastructure is as follows:

Description	**Municipality Information**
Smart Meter Manufacturer	Conlog

Description	Municipality Information
Smart Meter Model	BEC 44/09; BEC 62, BEC 32
Number of Smart Meters	3 500
Business/Commercial Meter Types	118

The proposed solution shall support the existing smart meter environment and provide seamless integration without requiring replacement of compatible meters.

Supplier Registration

Prospective bidders are advised that suppliers doing business with the Municipality shall be registered with the National Treasury Central Supplier Database (CSD).

Existing Service Provider:

For transition purposes, the Municipality confirms the following:

- Current Service Vending Management Service Provider: Conlog

The bidder shall provide a detailed migration and implementation plan to ensure uninterrupted vending services during the transition period.

Software *and Hardware requirements*

Compliance and Certifications

a) Compliant with IEC62055-41 (STS) Edition 2 specifications and all relevant STS guidelines, with relevant certificate to be supplied as proof. Support for Electricity, Water, Gas and Electricity Currency.

b) The Supplier needs to comply with National Rationalised Specification - NRSO47 and NRS009 specifications.

1. Vending Functionality

The system must allow for customers to purchase STS prepaid electricity and water tokens via merchant and retail point of sale terminals, ATM's, Android/IOS mobile applications, web applications, major banking applications, as well as WhatsApp.

The steps of vending shall be:

1.1 On receipt of the vend request, the system shall have a provision to ascertain the identity of the consumer;

1.2 The keys to identify the consumer shall be the account number or meter serial number;

1.3 The POS client shall send the request to a cloud server environment that shall authenticate the transaction request and generate an encrypted token;

1.4 To provide maximum security to the system, the encryption shall not be done on the POS client but only on the cloud server environment;

1.5 On receipt of each request, the POS client shall connect to the cloud server environment for the encrypted token to be generated;

1.6 The generated token shall be printed by the POS client, and/or digitally displayed as in the case of purchase via a digital or mobile application channel;

1.7 The receipt layout shall comply with the Municipality's specification, and shall allow for custom messages to be displayed on the receipt, of which the custom message may differ for each customer;

1.8 The monetary value per token can be limited per the municipality's requirements e.g. minimum and maximum value, per consumer;

1.9 The municipality must have the option to limit the customer total monthly purchases per customer;

1.10 All payments are recorded as returned by the POS client or third-party aggregator;

1.11 The amount tendered must first be allocated to clear the postpaid arrears balance if applicable, and then to allow for immediate purchasing of prepaid utilities;

1.12 The consumer can pay the municipal postpaid account at available POS clients, which will be transferred to the municipality's financial system, in a format as prescribed by the municipality;

1.13 The system functionality must include reprints of tokens when required;

1.14 The system must support STS credit and management tokens, account payments, free basic units and impulse vending;

1.15 Cancellations are only allowed for authorised users on municipal POS clients;

1.16 Inclining block tariffs are supported per NERSA requirements;

1.17 Management of feeders;

1.18 Support for multi-language at user level;

1.19 The system must support the TID rollover process and must be STS Edition 2 Compliant;
1.20 The system shall support CT/PT ratio conversions, for the generation of STS tokens;
1.21 The system must support charges to be applied at various levels, including utility, POS client, region, zone, tariff, and account;
1.22 The system must support the following charge types:
1.22.1 Fixed monthly charge;
1.22.2 Fixed charge per transaction;
1.22.3 Charge per transaction-on-transaction amount;
1.22.4 Per step and per unit charge;
1.23 The system must be capable of supporting seamless migration of existing customer, account, meter, and transaction data;
1.24 The system must allow for customer, account, meter, location, tariffs, charges and post-paid accounts to be managed via a web portal;
1.25 The system must allow for custom role creation to be able to grant the necessary permissions;
1.26 All user activity for vending system changes must be audited;
1.27 The system must include a reporting solution, with the following standard reports:
1.27.1 Total Sales Revenue by utility type, vending terminal, region, zone, tariff, customer;
1.27.2 Total Energy Sold by vending terminal, region, zone, tariff, customer;
1.27.3 Free Issue transactions;
1.27.4 Post-paid account payment collections and balances;
1.27.5 Customers with low purchase and no purchase over 30, 60 and 90 days;
1.27.6 Cancelled transactions;
1.27.7 Engineering token transactions;
1.27.8 Active and inactive customers/meters;
1.27.9 Merchant POS client transactions;
1.27.10 Customer summary;
1.27.11 User activity reports;
1.28 The reporting solution must provide data that is near real-time;

2. <u>Billing System Integration Requirements</u>

Prepaid and postpaid consumer data shall be managed at the billing system. Once information is created or updated in the billing system, the information shall be posted to the vending system near real-time. This will ensure data consistency across the billing and vending system. Postpaid arrears shall be sent from the billing system to the vending system, and when a postpaid account payment is made at a vending system point of sale terminal or mobile/web application, then the transaction must be sent back to the billing system near real-time, for the billing system to reflect the updated balance.

The vending system shall support seamless migration of postpaid to prepaid accounts. The vending system must allow for outstanding postpaid arrears to be recovered on prepaid token purchases for both electricity and water meters. For example, 50% of the prepaid token purchase amount can be allocated towards the postpaid arrears, and 50% can be used for the prepaid token generation.

The integration solution shall allow for customer, account (both prepaid and postpaid), meter, and location information to be created and updated via an API interface, allowing for seamless and near-real-time transfer of data between the billing and vending system.

1.1 The vending system must have an API layer that allows for integration with billing systems.
1.2 The API must support the following:
1.2.1 Customer, Account, Meter, Location and Post-Paid Account creation;
1.2.2 Customer, Account, Meter, Location and Post-Paid Account updates;
1.2.3 Post-paid account charge and balance updates;
1.2.4 Post-paid account payment and refund types, such as “Minimum Monthly Payments”, “Percentage Payments per transaction”, “Fixed Currency Payments per transaction”, “Minimum Monthly Refund”, “Minimum Refund per transaction”, “Once-off full refund on first transaction”;
1.2.5 Export of Post-Paid Account transactions;
1.2.6 Blocking of customers and accounts;
1.2.7 Meter connection and disconnections;
1.2.8 Tariff index updates;
1.2.9 Configurable synchronization period for updating information between the vending system and billing system;

1.2.10 Alerts and notifications on incorrect data formats or invalid data;

1.2.11 The bidder shall demonstrate compatibility with the Municipality's existing billing system, current prepaid meter base (including STS compliant meters where applicable), existing smart metering infrastructure, and all existing vending channels. The bidder shall provide a migration strategy ensuring no loss of customer, meter, or transaction data during implementation.

3. <u>Account Payments</u>

1.1 The consumer must be able to make postpaid account payments at municipal POS Clients and mobile/web applications. This is in line with the municipality's goal of increasing accessibility to municipal services and debt reduction. The consumer does not have to be registered to a meter to make a payment.

4. <u>General</u>

4.1 The vending system shall integrate with the municipality's existing billing system.
4.2 The system must support STS Edition 2 and provide a mechanism for a phased rollout of key-change tokens to support the base date changeover for management of the TID rollover process. This must include automated TID rollover per region, zone, and individual accounts at a minimum.
4.3 The vending system shall have the capability of generating TID Key Change Tokens on credit vend transactions, resulting in the generation of TID Rollover tokens and Credit tokens on a single transaction receipt.
4.4 The consumer shall be able to redeem their TID rollover tokens via a normal credit token purchase or via a web portal.
4.5 The system must support an import mechanism for loading the new key-load file specification as contained in STS600-4-2.

5. <u>Management Centre</u>

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

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

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

6. <u>Meter Management</u>

The system shall support at least the following meter states:

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

Meter states can be updated and modified as required.

7. <u>Functionality</u>

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

8. <u>Tariff Management</u>

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

9. Debt Management

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

10. Revenue Protection

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

11. Transaction management

The system shall support the following types of transactions:

11.1 Credit transaction;
11.2 Refund transaction;
11.3 Purchase blocking facility;
11.4 Free basic electricity transaction;
11.5 Arrear collection and debtor account payments;
11.6 Engineering transactions;
11.7 Account Payment transaction

12. Message Management

The system shall allow:

12.1 Entry of system messages;
12.2 Entry of customer-specific messages;
12.3 Entry of predefined messages;

13. User Security Management

Security management shall include:

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

14. Monitoring

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

15. TID Rollover

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

16. Reports

16.1 All reports must have the functionality to export into various formats, such as (but not limited to) Excel, CSV, txt, etc. The export must be in a one-liner format;

16.2 The front-end screen of each report must include filters such as dates, region, tariff, and meter number. The filters must be clearly defined in terms of data entry;

17. <u>Access Management</u>

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

18. <u>Customer Service And Technical Support</u>

Bidder to provide technical and customer support services as follows:

18.1 Personnel on call and available to visit the site when required;

18.2 Detailed problem logging and escalation process with timelines;

18.3 To provide a flow chart - At a minimum, explain the number of severity levels, the criteria used to define problem severity at each level, who is notified at each level, and the period between each severity level;

18.4 To provide a solution that has proactive service features. Bidder to describe any ability to self-diagnose errors and perform automated corrective action;

18.5 To describe the Professional Services capability as it pertains to this project. Include services offered, locations provided, and whether insourced or outsourced personnel are used;

18.6 To provide the details of the contractual arrangements between the bidder and the various communication networks, such as mobile telephone networks; to ensure that an uninterrupted service is provided.

19. <u>Operation And Maintenance Manuals</u>

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

20. <u>Training & Administration</u>

The successful bidder shall provide training as follows:

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

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

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

21. <u>Maintenance And Defects Liability Period</u>

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

21.1 Inspect and repair where necessary;

21.2 Adjustment of applications;

21.3 Replacement of any defective parts

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

This is to be included as a returnable schedule so that bidders can confirm compliance:

Requirement	**Bidder Response**	
Financial/Billing System Integration	Yes	No
Supports Existing STS Meters	Yes	No
Supports Smart Meters	Yes	No
Supports Third Party Vendors	Yes	No
Supports Municipal Cashiers	Yes	No
Migration Strategy Attached	Yes	No
Compatible with Existing Meter Database	Yes	No
Supports Future Meter Expansion	Yes	No

EVALUATION CRITERIA

Mpofana Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2022. The 80/20 preference point system shall be applicable during the evaluation and adjudication of bids. The amended PPPFA Regulation 2022 will be used.

First stage: Returnable & completeness, then Functionality; 100% (Minimum threshold of 70%) being 50% for experience and 50% for capacity.

Returnable documents: Checking of the following,

- Proof of Registration with National Treasury Central Database
- Company registration Certificate,
- Proof of Municipal rates and taxes. (not older than 3 months), if you are renting the office attached lease agreement. (do not attach proof of residence)

Failure to submit the required documents will result in the bidder being disqualified.

Functionality100% (minimum threshold of 70%): being 50% for Experience and 50% for Capacity.

Description	**Score**	**POE**	**Score obtained**
EXPERIENCE	**50**		
Company experience with similar vending systems from municipalities • Over 5 years : 20 points • 2 – 5 years : 15 points • Less than a year: 5 points	20	Company Profile	
Number of current and/ previous projects by the company within the municipalities for whom a fully hosted vending system including 3rd party prepaid vending services: • 10 and above projects : 30 points • 5 – 9 projects : 15 points • 1- 4 projects : 5 points	30	Appointment letters/award letters/reference letters.	
CAPACITY	**50**		
<u>**Personnel:**</u> Confirmation of the availability of key personnel and their experience. • **Professional Engineer** – in good standing with the Electrical Engineering Council of South Africa (ECSA) and with a minimum of 5 years' experience in the field of electricity Metering. = ***10 Points*** • **Project Manager**- in good standing with the Project Management Institution (PMI), having a Project Management Professional	30	CV & Qualifications	

Certificate and with a minimum of 5 years' experience in implementing prepaid vending systems and 3rd party vendors = ***10 Points*** • **IT Systems Manager and/or developer** – in possession of a B-Tech Degree in Information Technology with a minimum 5 years in integrating vending software with municipal billing systems = ***5 Points*** • **Technical Support Personnel** – in possession of a National Diploma or higher in Information Technology with a minimum 3 years in IT Technical Support and handling customer complaints ***= 5 Points*** • Certified Proof of Qualifications not provided ***= 0 Points***			
<u>Customer Support Centre:</u> Service provider to prove that they have a service desk/customer support center and indicate the hours of operation: 24 Hours Service = 20 ***Points*** Extended Business Hours (07:00 – 23:00) = 10 ***Points*** Business Hours (8:00 -16:00) = 5 ***Points*** No proof of Service desk/Customer Support Centre provided = ***0 Points***	20	Attach Proof of Service desk/Customer Support Centre contact details	
TOTAL	**100**		

Second stage: - Preferential Point System (80:20); 80 for price and 20 for Specific goals.

Only proposals which pass the first stage with a minimum of 70% for functionality will then be evaluated further in the second stage.

Specific Goal: Ownership - 20 points

The specific goals allocated in terms of this tender	**Number of points allocated**	**Verification document(s)**	**Scored points**
RACE			
Business owned more than 50% by a black person	10	ID Copy of Director/Owner and CSD	
Business owned less than 50% by a black person	5	ID Copy of Director/Owner and CSD	

GENDER			
Business owned more than 50% by black women	10	ID Copy of Director/Owner and CSD	
Business owned less than 50% by black women	5	ID Copy of Director/Owner and CSD	

Proof to claim Preference Goal: Ownership as a specific goal

- **ID Copy**
- **Companies and Intellectual Property Commission (CIPC)**

MPOFANA LOCAL MUNICIPALITY SCHEDULE OF COMPLIANCE

Tender Number: MPO/06/2026

VENDING SYSTEM					
1.	Offered solution provides for a fully functional vending system for the entire vending domain of the municipal area.	YES		NO	
2.	Purchase of STS prepaid electricity and water tokens via merchant and retail point of sale terminals, ATM's, Android/IOS mobile applications, web applications, major banking applications, as well as WhatsApp.	YES		NO	
3.	The vending system supplier needs to comply with National Rationalized Specification - NRSO47 and NRS009 specifications. *(documentary proof must be included)*.	YES		NO	
4.	Tenderer is certified as an ISO 9001 company *(documentary proof must be included)*.	YES		NO	
5.	The vending system must be able to comply with municipal MSCOA requirements by integrating into a compliant billing system *(documentary proof must be included)*.	YES		NO	
6.	Vending system can generate STS Electricity, STS Water and STS Currency Token.	YES		NO	
7.	Vending system is real-time and online.	YES		NO	
8.	Vending system support is provided on a 24x7x365 basis.	YES		NO	
9.	The vending system must be fully compliant with IEC62055-41 (STS) Edition 2 specifications and all relevant STS guidelines *(documentary proof must be included)*.	YES		NO	
10.	The vending system must support the STS TID rollover process, and the documented approach must be included. The consumer shall be able to redeem their TID rollover tokens via a normal credit token purchase or via a web portal.	YES		NO	
11.	The primary and disaster recovery vending system shall exist in a secure cloud environment. The physical security module devices must be hosted in a secure data centre, in different locations. (Documentary proof must be included).	YES		NO	
12.	Existing 3rd party vendors, which are managed by aggregators of the current supplier, shall remain operational during the installation and commissioning.	YES		NO	
13.	The vending system must be able to vend to all active STS meters installed in the municipal distribution jurisdiction.	YES		NO	
14.	The vending system shall accommodate both 11 (eleven) and 13 (thirteen) digit STS meter serial numbers.	YES		NO	

15.	The vending system shall be able to interface with the existing municipal financial billing system. *(Documentary proof must be included for municipalities with which integration has already been completed).*	YES		NO	
16.	The system shall be fully STS Edition 2 compliant and capable of vending STS prepayment credit and engineering tokens on both legacy STS and STS Edition 2 as required for the TID Rollover process. (TID Rollover plan must be included).	YES		NO	
17.	The vending system shall have an Application Programme interface (API) to allow third parties to access the system securely for integration purposes.	YES		NO	
18.	The tenderer must be able to have the solution operational on the cloud environment 2 (two) weeks before the start date of the tender period.	YES		NO	
19.	The database must allow concurrent users to access data on a central database from various online POS clients.	YES		NO	
20.	The solution must include a consumer mobile app/web portal that will enable end consumers to purchase prepaid tokens and log queries and issues.	YES		NO	
21.	A full system description and technical details of the solutions offered must be included.	YES		NO	
22.	Guarantee the system's functional performance and any upgrades required to correct any system malfunction will be for the Tenderer's account.	YES		NO	
23.	Detailed plan and costs of TID rollover process and implementation.	YES		NO	
24.	Revenue protection program including sweep audit plan and implementation plan included.	YES		NO	
VENDOR MANAGEMENT					
25.	Payment of collected revenue into the Municipality's bank account must be completed within 72 hours (working days) of transaction date.	YES		NO	
26.	The tenderer must have insurance against revenue loss (proof needs to be included).	YES		NO	
27.	Payment of revenue received (Prepaid & Auxiliary separately) directly in the municipality's account at predetermined times together with a reconciliation of said revenue.	YES		NO	
DATA MANAGEMENT AND REVENUE PROTECTION					
28.	The tenderer must have proven experience of at least a 5-year track record in revenue protection services in a municipal environment and may be required to demonstrate their solution and provide physical proof of the in-field tools used for these services.	YES		NO	
29.	The tenderer shall include the details (identity documents and electrical trade certificates) of at least two qualified technicians (proof must be included)	YES		NO	
30.	SARPA registration must be provided (proof must be included)	YES		NO	
PROOF OF EVIDENCE					
1	Attachment of full description and technical details of the solutions offered.	YES		NO	
2	Submit a schedule listing clause-by-clause, specific details indicating compliance or non-compliance with the requirements of specifications.	YES		NO	

3	Tenders shall supply independent, documented proof to substantiate conformance to these aspects.	YES		NO	
The tenderer must attach all supporting documents and may be subjected to a technical evaluation.					

GENERAL CONDITIONS OF CONTRACT

The purpose of this Annexure is to:

i. Draw special attention to certain general conditions applicable to Mpofana Municipality bids, contracts and orders; and
ii. To ensure that clients are familiar with the rights and obligations of all parties involved in doing business with Mpofana 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 relevant to a specific bid should be compiled separately for every bid if applicable and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. DEFINITIONS

- The following terms shall be interpreted as indicated:

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

- **"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.

- **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

- **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.

- "**Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its Mpofana Municipality and encouraged to market its products internationally.

- “**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

- **“Day”** means calendar day.

- “**Delivery”** means delivery in compliance with the conditions of the contract or order.

- **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.

- “**Delivery into consignee's 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.

- **"Dumping"** occurs when a private enterprise markets its goods on its own initiative in the RSA at lower prices than those of the country of origin and which have the potential to harm the local industries in the RSA.

- ” **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 are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- “**Fraudulent practice”** means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (before 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.

- **“GCC**” means the General Conditions of Contract.

- **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract

- “**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.

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

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

- “**Order”** means an employee-written order issued for the supply of goods for works or the rendering of a service.

- “**Project site,”** where applicable, means the place indicated in bidding documents.

- “**Purchaser”** means the organization purchasing the goods.

- “**Republic”** means the Republic of South Africa.

- **“SCC”** means the Special Conditions of Contract.

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

- “**Written”** or “in writing” means handwritten in ink or any form of 96 electronic or mechanical writing.

2. APPLICATION

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

3. GENERAL

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

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

5.1. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so 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

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 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
   - a cashier's or certified cheque

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

8. INSPECTIONS, TESTS AND ANALYSES

8.1. All pre-bidding testing will be for the account of the bidder.
8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Municipality or an organization acting on behalf of the 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 Energy Board concerned.
8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's 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 transit points.

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 OF 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 about 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:

  - Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **WARRANTY**

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

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

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

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

15.5. 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.

15.6. 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 upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. **PRICES**

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

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 contract 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 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 local authorities.

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 supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. **PENALTIES**

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

23. **TERMINATION FOR DEFAULT**

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

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

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

c. If the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. **ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the

State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor with 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 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.

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

28. **LIMITATION OF LIABILITY**

28.1. 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.

28.2. 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 about the contract that are 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 law, 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. Before the award of a bid, Mpofana Municipality must have a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Service.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

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

34 PROHIBITIONS OF RESTRICTIVE PRACTICES

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 15

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

NAME OF BIDDER: ______________________________________

CAPACITY: ______________________________________

INITIALS & SURNAME: ______________________________________

SIGNATURE: ______________________________________

DATE: ______________________________________

SPECIAL CONDITIONS OF CONTRACT (SCC)

Bid Description: Appointment of a Service Provider for the Provision, Operation, Maintenance and Support of a Vending Management System for Thirty-Six (36) Months.

1. Appointment
The Municipality appoints a service provider for the provision of a vending management system for a period of 36 months from the commencement date stated in the letter of appointment.

2. Scope of Services
The service provider shall provide a complete vending management solution including, but not limited to:
- Prepaid electricity vending
- Prepaid water vending (where applicable)
- STS-compliant token generation
- Integration with municipal billing systems
- Integration with prepaid meters
- Revenue management and reporting
- Vendor management
- System maintenance and support
- User training
- Disaster recovery and backup services

3. Compliance Requirements
The vending management system must comply with:
- STS Association requirements
- NRS 009 standards
- Municipal ICT policies
- Protection of Personal Information Act (POPIA)
- Any other applicable legislation and standards.

4. System Availability
The service provider shall ensure a minimum system availability of 99% uptime, excluding planned maintenance approved by the Municipality.

5. Hosting and Infrastructure
Where the system is hosted by the service provider:
- Data shall be securely hosted within the Republic of South Africa unless otherwise approved.
- Daily backups shall be performed.
- Disaster recovery mechanisms shall be maintained.

6. Integration
The service provider shall integrate the vending management system with the Municipality's existing:
- Billing system
- Financial management system
- Prepaid meter infrastructure
- Third-party vending channels, where applicable.

7. Vendor Network
The service provider shall maintain an operational vendor network that allows customers to purchase prepaid tokens through approved channels, which may include:
- Retail outlets
- Mobile applications
- Online platforms
- ATMs
- USSD services
- Any other approved vending channels.

8. Revenue and Transaction Management

All transactions shall be auditable and traceable. The service provider shall provide:

- Real-time transaction records
- Daily reconciliation reports
- Monthly revenue reports
- Exception and failed transaction reports.

9. Security

The service provider shall implement appropriate security measures including:

- User authentication
- Role-based access control
- Encryption of sensitive data
- Audit trails
- Fraud detection mechanisms.

10. Maintenance and Support

The service provider shall provide:

- Preventative maintenance
- Corrective maintenance
- Telephonic support
- Remote support
- On-site support where required.

11. Response and Resolution Times

Priority	Response Time	Resolution Time
Critical (system down)	30 minutes	4 hours
High	1 hour	8 hours
Medium	4 hours	24 hours
Low	1 working day	3 working days

12. Training

The service provider shall provide training for municipal officials and system users upon implementation and whenever significant system upgrades are introduced.

13. Data Ownership

All municipal customer and transaction data shall remain the exclusive property of the Municipality.

14. Exit and Handover

Upon termination or expiry of the contract, the service provider shall:

- Provide all municipal data in a usable format;
- Assist with migration to a new system;
- Ensure continuity of vending services during the transition period.

15. Pricing

Prices shall be submitted as:

- Once-off implementation costs;
- Monthly system fees;
- Transaction fees;
- Maintenance and support fees;
- Any other applicable charges.

No price escalation shall apply during the first 12 months unless otherwise stated in the pricing schedule.

16. Payment

Payment shall be made within 30 days of receipt of a valid invoice and supporting documentation, subject to verification of services rendered.

17. Performance Monitoring

The Municipality shall monitor:

- System uptime
- Transaction success rate
- Revenue reconciliation accuracy

- Support response times
- Customer complaints
- Compliance with service levels.

18. Penalties
Where the service provider fails to meet agreed service levels, the Municipality may apply service credits or other remedies as provided for in the contract.

19. Confidentiality
The service provider shall treat all municipal and customer information as confidential and shall not disclose such information without prior written approval.

20. Termination
The Municipality may terminate the contract for:
- Material breach of contract;
- Repeated service level failures;
- Fraud or corruption;
- Unauthorised disclosure of data;
- Insolvency of the service provider.

21. No Exclusivity
Unless expressly stated otherwise, this appointment shall not prevent the Municipality from procuring additional vending-related services where required.

22. Applicable Documents
This contract shall be read together with:
- Letter of appointment
- Special Conditions of Contract
- General Conditions of Contract (GCC 2010)
- Bid specifications
- Pricing schedule
- Bid submission

NAME OF BIDDER: ____

CAPACITY: ____

INITIALS & SURNAME: ____

SIGNATURE: ____

DATE: ____