



CAPRICORN DISTRICT MUNICIPALITY

TENDER NUMBER: FIN-R14/2025/2026

TENDER DESCRIPTION:	Appointment of a Service Provider for a Multi-Utility Online Vending system and Third-Party Vending for the Capricorn District Municipality for a period of 3 years.
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NAME OF BIDDER:

CSD NUMBER:

CONTACT NUMBER

EMAIL ADDRESS:

RECEIPT NUMBER

TOTAL BID AMOUNT (COMBINED RATES):

Document Prepared by:

Capricorn District Municipality
41 Biccard Street
Polokwane
0699

CLOSING DATE: 24 NOVEMBER 2025@ 11H00

Documents must be deposited in the bid box not later than **11:00 on 24 NOVEMBER 2025** when bids will be opened in public.

Bidders must contact the following officials for any enquiries:

- Technical enquiries: (shokanem@cdm.org.za 015 294 1074)
- Supply chain enquiries: Mr Kwena Mashiane. Violet Masemola: 015 294 1212/ 1039/ mashianek@cdm.org.za /masemolav@cdm.org.za
- **Bids will remain valid for a period of 90 days after the closing date.**

Bids received after the closing date and time will not be considered. Capricorn District Municipality does not bind itself to accept the lowest or any other bid in whole or in part.

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in Government Gazette 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state.
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or

(c) who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.

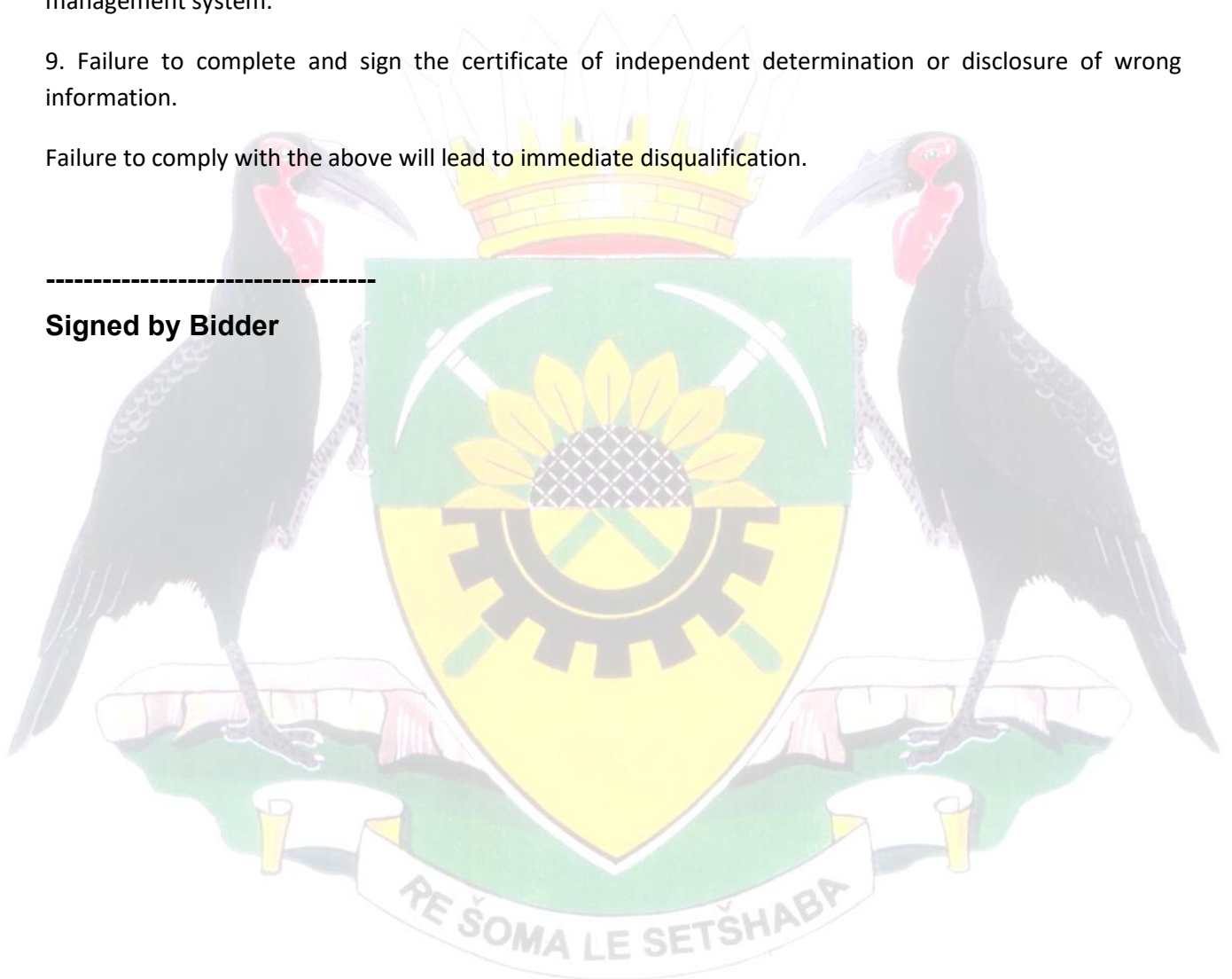
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.

8. Bid offers will be rejected if the bidder has abused the Capricorn District Municipality supply chain management system.

9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

Failure to comply with the above will lead to immediate disqualification.

Signed by Bidder



**PART: A:
INVITATION TO BID:**

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (CAPRICORN DISTRICT MUNICIPALITY)

BID NUMBER:	FIN- R14/2025/2026	CLOSING DATE:	24 NOVEMBER 2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR A MULTI-UTILITY ONLINE VENDING SYSTEM AND THIRD-PARTY VENDING FOR THE CAPRICORN DISTRICT MUNICIPALITY FOR A PERIOD OF 3 YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). OR SERVICE LEVEL AGREEMENT OF CAPRICORN DISTRICT MUNICIPALITY					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (CAPRICORN DISTRICT MUNICIPALITY 41 BICCARD STREET POLOKWANE) not later than 11:00 on 24 NOVEMBER 2025					
An official and compulsory site inspection will be held on 30 October 2025, District Municipality, Function Room, 41 Biccard Street, Polokwane, S23°54'44.12196" E29°27'24.72336 at 09:00 am"					
The Bid box is generally open 24 hours, 7 days a week.					
Completed Bid document, fully priced and signed must be sealed in an envelope marked "Bid number and Bid description"					
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (COMBINED RATES)	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	CONTACT PERSON	Mr. Simon Shokane
CONTACT PERSON	Kwena Mashiane/ Ms. Violet Masemola	TELEPHONE NUMBER	015 294 1074
TELEPHONE NUMBER	015 294 1039/015 294 1210	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	shokanem@cdm.org.za
E-MAIL ADDRESS	mashianek@cdm.org.za masemolav@cdm.org.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 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. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
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:

**BID NOTICE
RESPONSIVENESS AND EVALUATION CRITERIA**



FORM “A”	BID FORM
FORM “B”	GENERAL CONDITIONS OF CONTRACT
FORM “C”	GENERAL PROCEDURES
FORM “D”	BID SPECIFICATIONS
	SPECIAL CONDITIONS OF CONTRACT (IF ANY)
MBD 4	DECLARATION OF INTEREST
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
MBD 6.1	PREFERENTIAL PROCUREMENT FORM
MBD 7.1	CONTRACT FORM – PURCHASE OF GOODS/WORKS
MBD 7.2	CONTRACT FORM - RENDERING SERVICES
ANNEXURE “A”	EVALUATION PROCESS AND CRITERIA
MBD 8	DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	CERTIFICATE OF INDEPENDENT DIB DETERMINATION



BID: FIN-R14/2025/2026

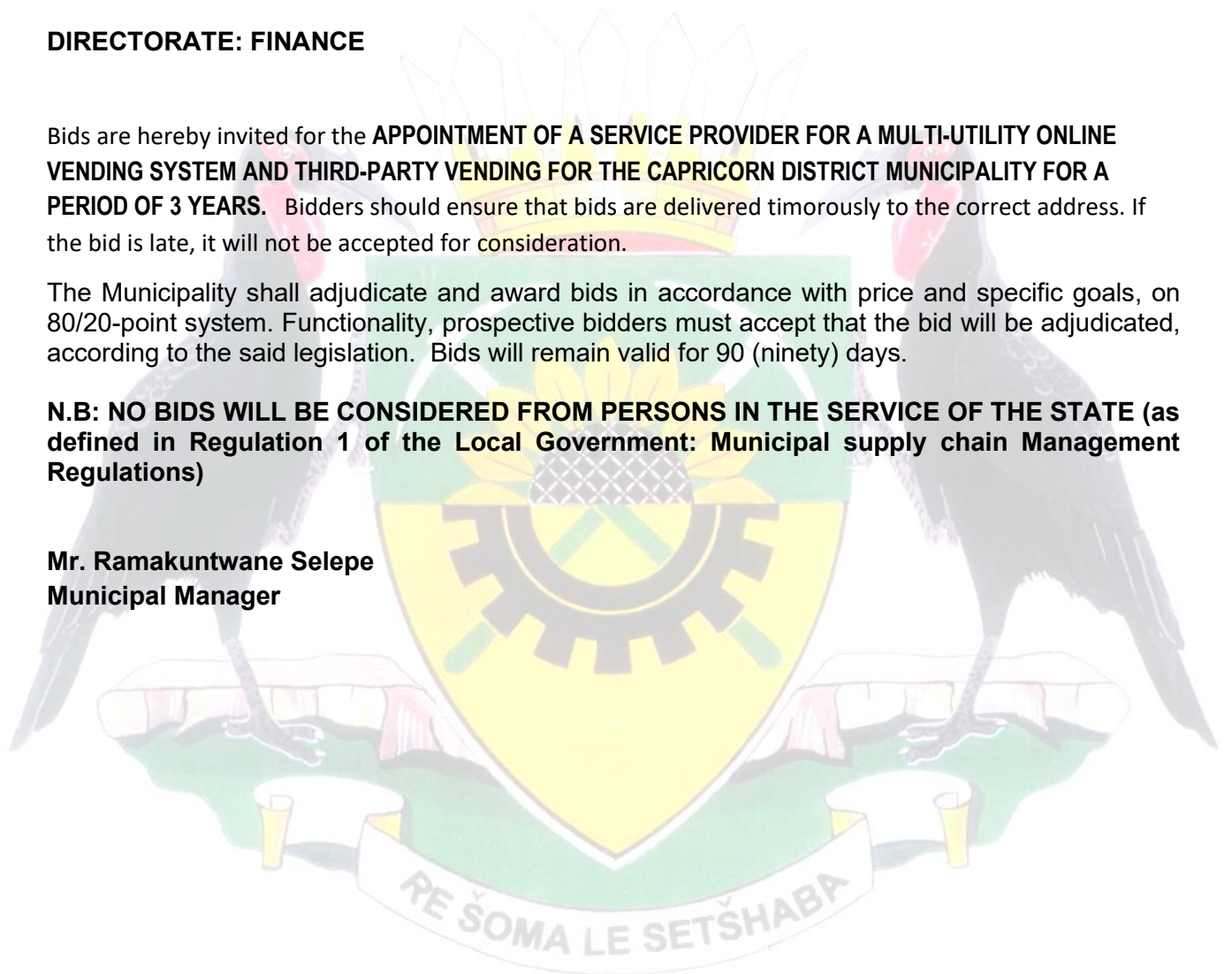
DIRECTORATE: FINANCE

Bids are hereby invited for the **APPOINTMENT OF A SERVICE PROVIDER FOR A MULTI-UTILITY ONLINE VENDING SYSTEM AND THIRD-PARTY VENDING FOR THE CAPRICORN DISTRICT MUNICIPALITY FOR A PERIOD OF 3 YEARS**. Bidders should ensure that bids are delivered timorously to the correct address. If the bid is late, it will not be accepted for consideration.

The Municipality shall adjudicate and award bids in accordance with price and specific goals, on 80/20-point system. Functionality, prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

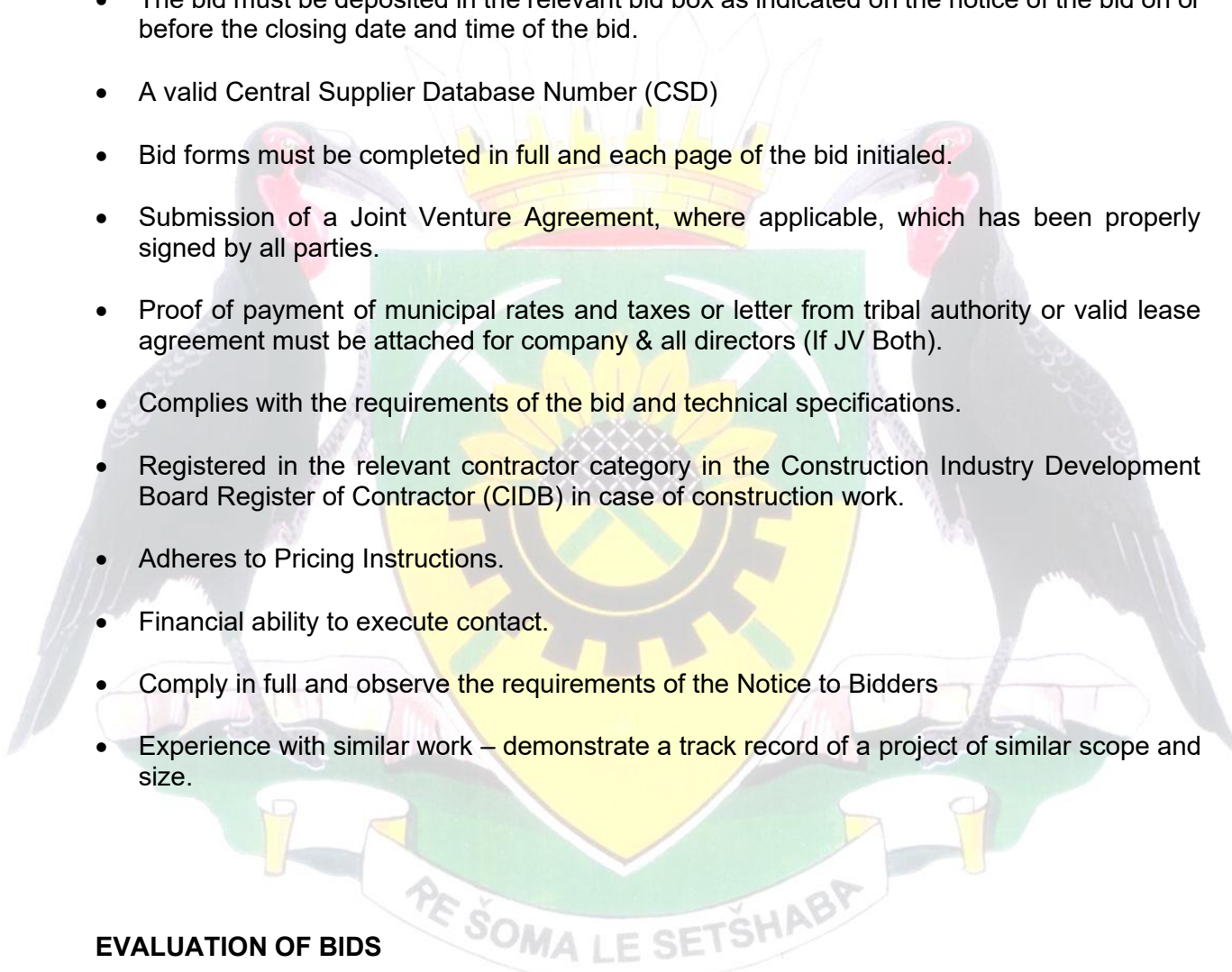
N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal supply chain Management Regulations)

Mr. Ramakuntwane Selepe
Municipal Manager



RESPONSIVENESS AND EVALUATION CRITERIA

CAPRICORN DISTRICT MUNICIPALITY WILL CONSIDER NO BID UNLESS ITS MEETS THE FOLLOWING RESPONSIVENESS CRITERIA

- 
- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
 - The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
 - A valid Central Supplier Database Number (CSD)
 - Bid forms must be completed in full and each page of the bid initialed.
 - Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
 - Proof of payment of municipal rates and taxes or letter from tribal authority or valid lease agreement must be attached for company & all directors (If JV Both).
 - Complies with the requirements of the bid and technical specifications.
 - Registered in the relevant contractor category in the Construction Industry Development Board Register of Contractor (CIDB) in case of construction work.
 - Adheres to Pricing Instructions.
 - Financial ability to execute contract.
 - Comply in full and observe the requirements of the Notice to Bidders
 - Experience with similar work – demonstrate a track record of a project of similar scope and size.

EVALUATION OF BIDS

- a) Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.
- b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

**PHASE 1:
PLEASE NOTE**

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months.
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Capricorn District Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory.
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system.
- f) Been convicted of fraud or corruption during the past five years.
- g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

BID NO: FIN-R14/2025/2026

I/We, the undersigned:

- a) Bid to supply and deliver to Capricorn District Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract.
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution.
- c) Further agree to be bound by those conditions, set out in Forms, MBD's, SBD's and the Annexures attached hereto, should this bid be accepted in whole or in part.
- d) Confirm that this bid may only be accepted by the Capricorn District Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.
- h) I/We choose domicile citandi et executeandi at

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In the Republic of South Africa**Name of Firm:****Authorized Representative..... (print)****Signed Place and Date.....****Witness..... (print)****Signed Place and Date.....**

AUTHORITY FOR SIGNATORY

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

"By resolution of the board of directors passed on _____ 20____

Mr./Ms. _____

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

Contract _____ No _____

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

Signed on behalf of the company:

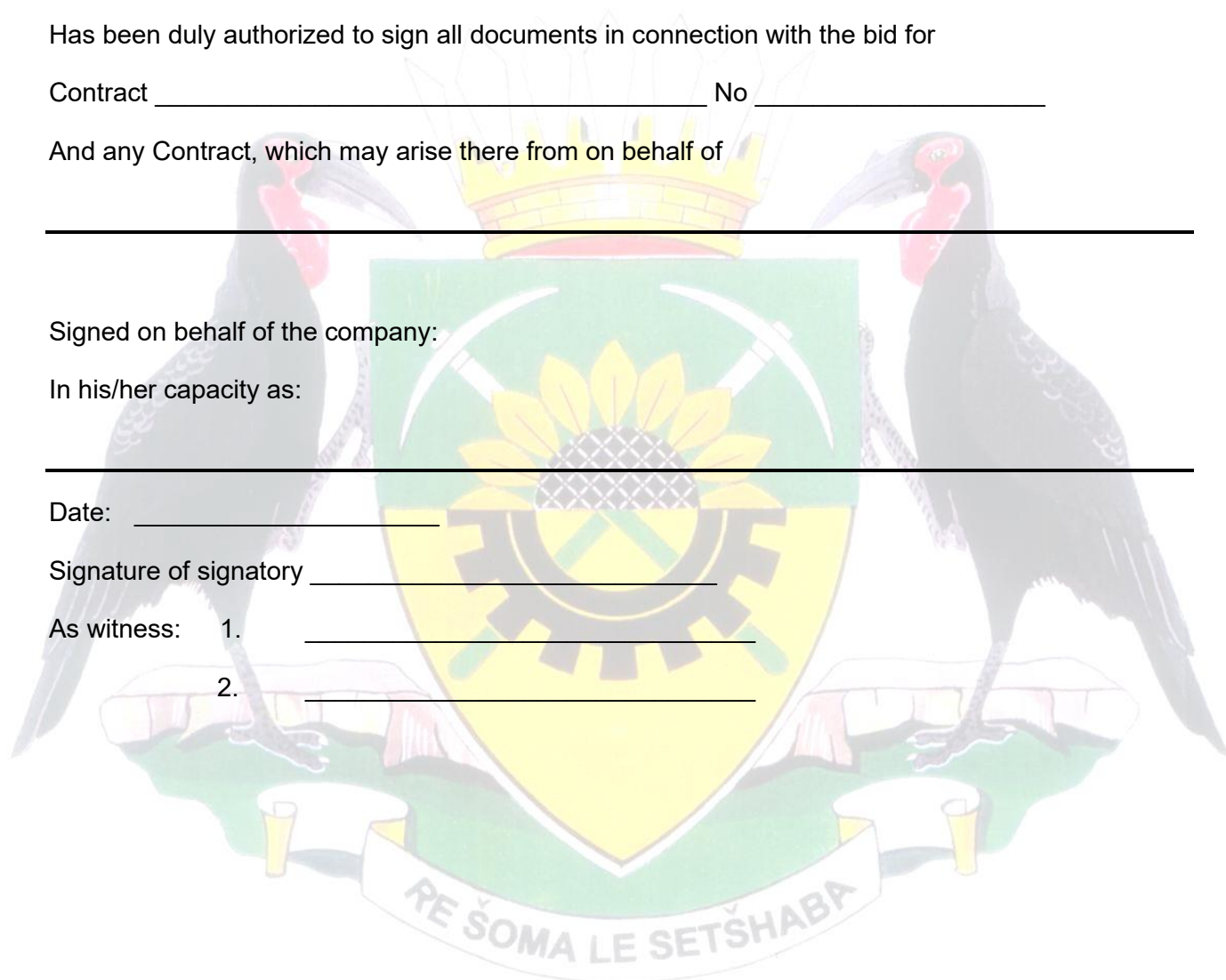
In his/her capacity as:

Date: _____

Signature of signatory _____

As witness: 1. _____

2. _____



General Conditions of Contract

1 DEFINITION

The following terms shall be interpreted as indicated:

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

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

- 1.14 “**GCC**” means the General Conditions of Contract.
- 1.15 “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “**Imported content**” means that portion of the bidding price represented by the cost of component 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 goods covered by the bid will be manufactured.
- 1.17 “**Local content**” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “**Manufacture**” means the production of products in a factory using labor, materials, component and machinery and includes other related value-adding activities.
- 1.19 “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “**Project site,**” where applicable, means the place indicated in bidding documents.
- 1.21 “**Purchaser**” means the organization purchasing the goods.
- 1.22 “**Republic**” means the Republic of South Africa.
- 1.23 “**SCC**” means the Special Conditions of Contract.
- 1.24 “**Services**” means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “**Supplier**” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “**Tort**” means in breach of contract.
- 1.27 “**Turnkey**” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract
- 1.28 “**Written**” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), 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 goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged
- 3.2 Invitations to bid are usually published in e-Tender and on the municipality/municipal entity website.

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 GC 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.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspections requirements indicated in the bidding documents and no mention is Made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2and 8.3 show the goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (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, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract, and.
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the Delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 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 goods are required, or the supplier's services are not readily available. 21.4 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 22.2 without the application of penalties.
- 21.4 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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, sum calculated on the delivered price of the delayed goods or unperformed 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 of service similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends imposing a restriction on a supplier or any person associate time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.4. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first- mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.5 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser.
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.6. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Antidumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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, supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement Pursuant to Clause 6.

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1 The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 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.
- 35.2 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 section 59 of the Competition Act No 89 Of 1998.
- 35.3 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.

GENERAL PROCEDURES

1 General Directives

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

2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or Municipal website, e-Tender, prospective bidders may request copies of the tender documentation.

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

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

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise

before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3 Payment of bid documents

To ensure that only bona fide bidders collect documentation, and to recover printing costs, bid documents will be issued only after payment of the following amounts to the cashier: The price of Bid document for bid document is as indicated on the bid notice/advert.

4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

- 4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in e-Tender, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin) and

5 Public advertisement must contain the following:

- (i) The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long-term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and
- (ii) Accounting officer may determine a closure date for the submission of bids which is less than the 30- or 14-days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- (iii) Bids submitted must be sealed.

6 The following information must appear in any advertisement:

- Bid number.
- Description of the requirements.
- The place where the bid documents can be obtained.
- The date, time and venue where site inspection/briefing session will be (if applicable).
- Closing date and time.
- The fee applicable that must be paid before the bid documents will be issued; and
- The name and telephone numbers of the contact person for any enquiries

7 Site meetings of briefing sessions

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

8 Handling of bids submitted in response to public invitation.

8.1 Closing of bids

All bids will close at **11H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

8.2 Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management or his/her delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

8.3 Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document.

Should the validity period expire on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

8.4 Consideration of bids

The Council takes all bids duly admitted into consideration.

The Council reserves the right to accept the lowest or any bid received.

The decision by the Municipality regarding the awarding of a contract must be final and binding.

8.5 Evaluation of bids

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

8.5.1 Compliance with bid conditions.

- Tax Pin Access Code (If JV, For Both)
- Cipro Document Attached (If JV, For Both)
- Certified ID Copies of All Directors/Members/Shareholders of The Company/Business (If JV, For Both)
- Proof of company registration on central supplier database registration (CSD)
- Proof of residence municipal rates and taxes or letter from tribal authority or valid lease agreement must be attached for both company & all directors (If JV both).
- Attended Compulsory Site meeting.
- Authority of Signatory (in a company letter head)
- Signing of Form of Offer
- Document filled in using a black pen.
- Alterations signed.
- CIDB grading (only applicable to construction projects)
- JV Agreement in Case Of JV
- All pages signed or initialled.
- All MBD forms in tender document must be completed and signed in full – If not, tender will be rejected.
- Bidders not completing the MBD 4 form in full (Bidders are urged to read and understand the contents of MBD 4 form and special attention to clause 2.3, please ensure that all companies related to the bidder and its directors are disclosed, failure to disclose the information would lead to automatic disqualification).

8.5.2 Financial ability to execute the contract; and

- (i) The number of points scored for achieving municipal specific goals and points scored for price.
- (ii) Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- (iii) The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

9 Evaluation of bids on functionality and price

9.1 All bids received will be evaluated on functionality and price.

9.2 The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

- I. The number of points scored for achieving municipal specific goals must be calculated separately and must be added to the points scored for price.
- II. Only bid with the highest number of points will be selected.

10 **Acceptance of bids**

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance, however, will only take effect after completion of the prescribed contract form.

The successful service provider will be required to sign the service level agreement.

Unsuccessful bids should not be returned to bidders but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted.

11 **Publication of bids results**

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as e-Tender on which the bid was advertised.

12 **Cancellation and re-invitation of bids**

- I. In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bids(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system.
- II. In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be cancelled. If one or more of the acceptable bids(s) received are above the R50 million threshold, all bids received must be evaluated on the 90/10 preference point system.

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

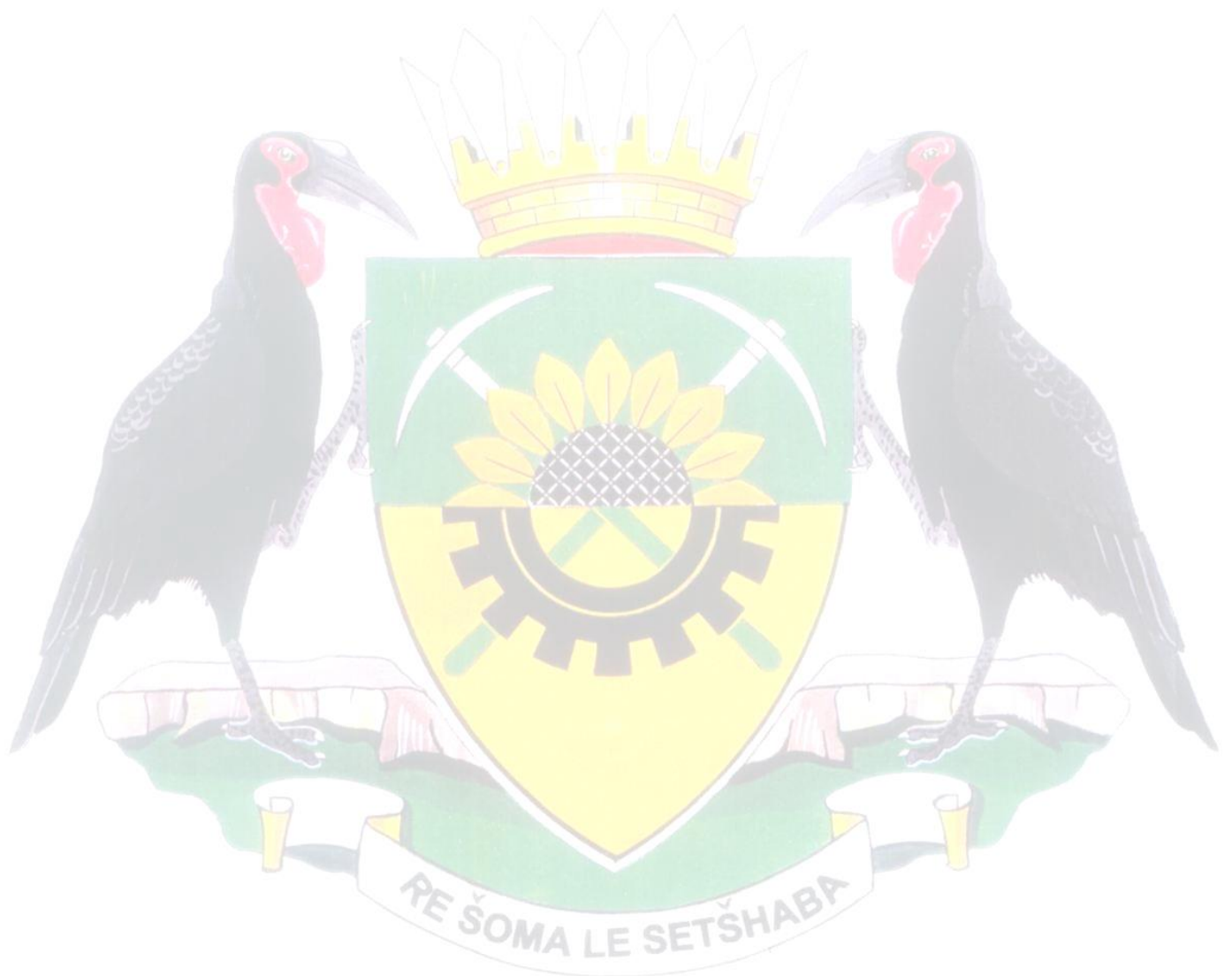
Municipal Manager may, prior to the award of a bid, cancel the bid if:

- Due to changed circumstances, there is no longer a need for the services, works or goods requested. Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or
- Funds are no longer available to cover the total envisaged expenditure. Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: or
- No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)

13 Sale and Letting of Asset

The Preferential Procurement Regulations, 2011 is not applicable to the sale and letting of assets.

In instances where assets are sold or leased by means of a bidding process, the bid must be awarded to the bid with the highest price.



1. BACKGROUND INFORMATION

Bidders are invited to bid for a Multi-Utility Online Vending system and Third-Party Vending for the Capricorn District Municipality for a period of 3 years.

Capricorn District Municipality (CDM) requires a multi-utility online vending system for pre-paid water integrated with a third-party vending platform. The system should support various access points (e.g., mobile, ATM, stores) and comply with legislative and industry standards.

2. KEY OBJECTIVES

The District requires a supplier to provide a Vending System to be utilised for the smart prepaid meters and should provide a reliable vending solution for water, Ensure integration with billing systems, Enable revenue collection, arrears recovery and ensure system availability and disaster recovery

Capricorn District Municipality is a Water Service Authority (WSA) and also a Water Service Provider (WSP). Every Water Service Authority has a duty of care to all customers or potential customers and its ratepayers in its area of jurisdiction to progressively ensure efficient, affordable, economical and sustainable access to Water Services [The Water Service Act of 1997 Section 11]. Thus, a Water Service Authority has the ability to provide water services with the focus on Availability, Efficiency, Affordability, Economical and Sustainable deliverables.

3. AREAS OF WORK

The CDM also requires a STS Vending system that can be utilised in the following Local Municipalities:

- 3.1 Blouberg Local Municipality
- 3.2 Lepelle-Nkumpi Local Municipality
- 3.3 Molemole Local Municipality

4 DESCRIPTION OF THE SERVICES REQUIRED

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

- 4.1 The supply, delivery, installation, training and commissioning of the most optimal vending solution for Water meters (as and when required), including a cloud based back-end, billing system integration and distributed 3rd party 24-hour vending, offered by the tenderer within the framework and performance specification as detailed in this document.
- 4.2 Stand-by and support required as detailed in this document.

- 4.3 Disaster recovery and business continuity as specified.
- 4.4 The vending stations shall be compliant with STS standard.
- 4.5 The vending stations shall be made accessible to CDM and Local Municipalities Customers after office hours.
- 4.6 A third party prepaid vendor shall have completed the development phases to integrate their services into the Standard Transfer Systems.
- 4.7 The vending station reporting should offer fully auditable transactions;
- 4.8 Tokens shall be printed on a high quality thermal paper, were applicable;
- 4.9 The Third Party Super Vendors/Agents shall offer training and admin support to merchants;
- 4.10 Vending based tariffs shall be used as prescribed by CDM and Local Municipalities.

REQUIREMENTS

- 5.1 The service provider will pay the municipality upfront, and the total of all the payments collected by the Service Provider must be deducted against the advance on real-time or within 48 hours from the day collected by the Service Provider to the Municipality's bank account free of any commissions or other deductions. The Municipality shall pay the Service Provider all fees due in terms of the general conditions of contract.
- 5.2 Supply, install and configure the system, Provide training, support, and maintenance, system must support both municipal and third party vending, migrate data from existing system, and ensure no downtime during system switchover
- 5.3 **Use of Reasonable Skill and Care**
In applying the scope of work, it is expected of the service provider(s) to render services that commensurate with the highest expectations of professionals in the industry and to ensure that all legislative requirements are met.

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

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

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

6 NORMATIVE REFERENCES

The solution offered must be compliant with relevant guidelines and standards in the industry and ensure compliance with legislative compliance and STS Standards for Water (as and when required).

7 DETAILED SPECIFICATION OF VENDING SYSTEM

7.11 System Configuration and Technical requirements

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

7.2 Physical Location of Servers and Workstations

The configuration envisaged by the municipality is one where the management and vending server(s) will be located off-site in a high availability environment with

redundant power and connectivity. Full disaster recovery and business continuity will be provided for.

Vending workstations (credit dispensing units) will be required at each of the vending offices. The system must not be limited to existing workstations and locations. The tenderer is required to evaluate the existing hardware at each of the current offices and make an optimum solution recommendation to the municipality.

7.3 System Capacity

The system shall be designed to ultimately accommodate a minimum of 13000 consumers/meters and to the extent required by the municipality. The system shall have the capacity to retain a five (5) year transaction history in the live database and older transactions in an archive database. Any system limitations shall be indicated by the tenderer.

8 PERFORMANCE SPECIFICATION

- 8.1 A full and detailed functionality description of the system shall be provided by the tenderer.
- 8.2 The tenderer shall not focus on provisioning of computer hardware since the municipality will use existing infrastructure where possible. For this reason, it is also imperative that tenderers should be quite clear on where the Municipality's hardware and/or networks lack the capability and/or capacity to function properly with the system proposed by the tenderer and the tenderer should indicate the cost of additional or replacement infrastructure.
- 8.3 A detailed graphical drawing depicting the proposed network and system layout must be drafted to clarify and indicate solution functionality. Should changes be required, full specifications and pricing must be provided.
- 8.4 The system proposed by the tenderer should at least make sure that:
Different servers are utilized for different applications such as:
 - 8.4.1 Database functions
 - 8.4.2 Management applications
 - 8.4.3 Transactions
 - 8.4.4 Encryption / Security
 - 8.4.5 Disaster recovery
- 8.5 The vending solution should be designed to use a relational database and run as a client server application on a LAN or a WAN. It should be able to run under the Windows Server 2012/2016 and at least Windows XP operating systems. The network for the vending solution is Ethernet. The network protocols shall be TCP/IP and be able to operate real-time over GPRS/3G/EDGE/HSDPA/GPRS/WIFI/ADSL/Diginet, Fibre as available in certain areas in the on-line mode

- 8.6 In order to simplify the third-party integration process, the system will have to comply with Extensible Mark-up Language (XML) standards. It would be preferred that the system is native Extensible Mark-up Language (XML) i.e. that there is no translation interface between the system and an Extensible Mark-up Language (XML) client and that all client/server interfaces are based on the Extensible Mark-up Language (XML) standard.
- 8.7 The system shall be a single database solution which from which both management functions and vending take place for all meter and utility types. All updates to customer data must be immediately available at vending terminals and all transactions made at all sales outlets must be immediately available for reporting on.
- 8.8 The vending terminal solution shall be web based or a web application which automatically updates from the host server should updates be posted. Security and data encryption will be provided by mutually authenticated Single Sign on License (SSL) between the vending terminal and the server.
- 8.9 The solution should have the capability to provide pre-paid vending services over the internet/intranet. Customers should be able (should the Municipality wish to activate these options) to purchase prepaid water (as and when required) either via the Internet or a cell phone as follows:
- 8.9.1 A registered service on the web where the customer registers for the service. This includes providing the required financial information and then simply authenticating on every transaction. The Municipality's vending and credit management rules must still be applicable and transactions must be made against the Municipality local vending system not an offline copy.
- 8.10 The system should cater for integration to vending mechanisms such as automatic cash handling machines, self-service terminals and other third-party vending networks by providing an Application Programming Interface (API) specification to the alternate provider. The tenderer shall assist with integration testing.
- 8.11 The solution shall be able to function on low-bandwidth requirement between remote vending points (credit dispensing units) and the central prepaid system (system master station) and optimized to run over networks (such as GPRS), with the maximum packet size being minimal and clearly indicated. GPRS/WIFI/ADSL/DIGINET/FIBRE connection points should be created on the Municipal infrastructure to directly serve transactions on this type of networks.
- 8.12 The vending system shall cater for integration with the systems / applications in use. The system must be able to integrate to the Municipality's existing financial system. The nature of the integration catered for must include periodic bulk export / import of arrears balances / collections to / from the billing system.
- 8.13 The service provider must indicate their approach to the requirements of mSCOA with respect to data exchange between systems.
- 8.14 The system must cater for storage of all information to comply with financial services regulations (e.g. the storage of all sales/vending transactions).
- 8.15 The vending system will provide a web-based interface to allow for management functionality and reporting over the Municipal Intranet and internet. Connections will

be secured by mutually authenticated SSL between the management terminals and the web server. The standard Microsoft Internet Explorer will be used for this. The system must ensure that the program supports the latest version of Microsoft Internet Explorer and always keep up with updates by Microsoft. The currently deployed version of Microsoft Internet Edge on Windows 10 Explorer is IE8.

- 8.16 Tamper monitoring and specific technologies to effect notifications in this regard should be catered for in the solution.

SYSTEM / OPERATION REQUIREMENTS

9.1 General

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

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

All current data on the current vending systems used by the municipality must be catered for on the supposed vending system. The last 3 years' data must be migrated into the supposed vending system from the current vending system (if applicable)

9.2 Access

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

9.3 Arrears

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

This must be included and enforced in all water dispensing strategies and/or systems, inclusive of third-party vending systems.

The system shall allow for at least:

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

9.4 Blocking

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

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

9.5 mSCOA

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

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

No manual intervention will be required on intergartion of the system.

9.6 Engineering

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

A smart phone-based Engineering application must be provided. The application must allow for issuing of engineering tokens and for field meter replacements with an audit trail including GPS coordinates.

9.7 Free Issues / Replacement Tokens

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

9.8 Key Management

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

STS certification is required, in the name of the bidding company, to a minimum of STS Edition2: IEC62055-41 Ed3, including Water units and currency vending and Key Management and Engineering tokens, conforming to a minimum of Edition 1.9 of the STS standards. Security modules in use must be the Prism STS-6 type module.

9.9 Vendor Credit Management

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

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

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

9.10 Messages

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

9.11 Registration

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

9.12 Vending

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

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

9.13 Search and Filter

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

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

9.14 Reports

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

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

- 9.14.1 Standard operator reports
 - 9.14.1.1 Operator actions between dates grouped by date
 - 9.14.1.2 List of all users registered on the system
 - 9.14.1.3 List of all the user's groups and their functions
 - 9.14.1.4 List of all the groups and their respective functions
 - 9.14.1.5 Total sales per meter for the year, daily average, date last purchased. Period remaining based on average daily purchase. All this in one Excell report extracted straight from the system.
- 9.14.1 Standard Consumer reports
- 9.14.2 Number of consumers registered by town between dates
- 9.14.3 List of POC'S grouped by system area code
- 9.14.4 List of all S TS meters registered on the system
- 9.14.5 List of towns registered on the system
- 9.14.6 List of disconnected meters by POC between dates
- 9.14.7 List of disconnected meters by disconnect reason between dates
- 9.14.8 Consumer information for POC'S
- 9.14.9 Total new connections per town
- 9.14.10 Total installed meters per town
- 9.14.11 Meter replacements per town

- 9.14.12 All consumers in alphabetic order
- 9.14.3 Standard transaction reports
 - 9.14.3.1 List of transactions grouped by date between dates
 - 9.14.3.2 Sum of transactions grouped by transaction type and tariff
 - 9.14.3.3 List of credit and debit card transactions between dates
 - 9.14.3.4 Total water bought between dates by consumer
 - 9.14.3.5 Free issues between dates per meter
 - 9.14.3.6 Low purchases of water over a specified period
 - 9.14.3.7 Total water bought in the last 30 and 90 days
 - 9.14.3.8 Breakdown of consumer's purchase times between dates
 - 9.14.3.9 Balancing report of credit amounts used against physical transactions
 - 9.14.3.10 Reversals between dates
 - 9.14.3.11 Summary of all end of shifts for a user between dates
 - 9.14.3.12 All transactions for a meter between custom dates
 - 9.14.3.13 Arrears owed by consumer
 - 9.14.3.14 Daily cash reconciliation report
 - 9.14.3.15 All transactions for an account between dates
 - 9.14.3.16 Low consumption report
 - 9.14.3.17 Indigent high purchase report
 - 9.14.3.18 Total sales by town
 - 9.14.3.19 Total sales by operator
 - 9.14.3.20 All transactions for one shift on one user
 - 9.14.3.21 Shift details for one user
 - 9.14.3.22 IBT customer purchase breakdown with graph
 - 9.14.3.23 IBT month sales analysis by Tariff Class
 - 9.14.3.24 Any kinds of exception reports.
- 9.14.4. Engineering Reports
 - 9.14.4.1 Current power limit for a meter
 - 9.14.4.2 Current power limit for all meters
 - 9.14.4.3 Audit trail on Amperage changes
 - 9.14.4.4 Reports in the vending system must be able to be previewed before printing.
- 9.14.5 Comparative or Statistics Reports
 - 9.14.5.1 Consumption per Meter

- 9.14.5.2 Consumption per Tariff
- 9.14.5.3 Consumption per Consumer category
- 9.14.5.4 Consumption per area
- 9.14.5.5 Tariff change as percentage.
- 9.14.5.6 Sales commission report.

9.15 Software

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

9.16 Tariffs

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

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

9.17 Block Tariffs

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

9.18 VAT

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

9.19 Security

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

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

9.20 Account Payments

In vending, it should be possible to pay off arrears amounts or portions thereof separately from the purchase of actual water.

The solution shall also allow for debtor payments and sundry payments if and when required by the Municipality. This functionality will allow and provide Municipality the capability of collecting account payments, arrear amounts as well as sell pre-paid services.

The business rules of the municipality will apply at all times. Current account amounts, arrear amounts, linked account amounts and blocking codes will be transferred from the financial system to the vending system.

The system must make provision for capturing of debit – and credit cards payments and cancellation of payments (not tokens). Cancellation options must be linked to access rights.

NOTE:

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

The system must work in such a manner that the pre-paid water sales as well as the account payment amount be deducted from the credit amount on the dispensing unit.

The system must make provision for account payments on conventional meter accounts and rates accounts.

The cashier must be warned before a transaction is finally accepted.

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

- 9.20.1 Swipe meter card
- 9.20.2 Manually key in meter number
- 9.20.3 Manually key in billing account number

9.21 Vending Amounts

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

9.22 Third Party Vending

The service provider must be integrated with third party vending providers in order to provision the Municipality with a broad-based third-party footprint to sell prepaid water locally and nationally.

The footprint must include retail chain stores, banks, petrol stations web-based sales using credit card and/or EFT, and non-retail vendors. The service provider must indicate the process and cost, if any, of deploying additional footprint with non-retail (informal) vendors to areas where there is deemed to be insufficient coverage.

The service provider should indicate the process that they use to deal with non-retail (informal) vendors that are over-charging customers.

The service provider must describe in detail their remittance process where monies collected are paid across to the municipality. This must include payment schedules and administration requirements.

A list of vending sites or proposed vending sites, retail stores and banks that will be made available must be provided. Only one level of aggregation is allowed; no sub-aggregators shall be enabled in order to control the vending footprint effectively.

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

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

9.23 TID Rollover

Meters are migrated and all installed on KRN 2. But should need arise Additionally, letters from two municipalities where the service provider is actively updating meters must be supplied.

9.24 Implementation and Commissioning

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

9.25 System Changes and Enhancements

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

9.26 Revenue Protection

With reference to the financial offer, we have included a price for disconnections. Our view is that we will not charge for audits but will charge where the outcome of the audit is a disconnection.

The Tenderer will provide an Android based audit application downloadable from the Google Play Store, which utilises the phone GPS and camera to record audit data, as well as referencing back to the vending system in order to validate customer and address details.

Data such as last purchase dates and averages shall be presented to the auditor in order for them to make informed decisions while they are carrying out the audit. The application allows for job card functionality, scheduling of audits and routes.

As well as recording audit data, the application must allow for meter replacements and for basic engineering tokens to be made, according to the user profile.

The application must also allow for offline audit operations as these are data intensive and must be synchronised when the user is in a Wi-Fi zone.

Audits must be reported on and reviewed from a web portal which shows the audit activity on a map and is able to present the GIS data to the municipality for loading to their GIS systems.

Further to this, the spatial data must be made available to be incorporated in the mainstream Vending solution once the audits have been completed.

The audit process must include data cleansing, with updates for account numbers and customer data as a minimum. Any fines or charges to be levied to the customer for tampering must be automatically calculated or must be recorded for approval and implementation at a later stage.

We understand that the in-place process may not be those required by the municipality; as we own and develop our software and processes, we are able to modify our workflow and rules to each municipality's requirements in a short time.

Revenue protection staff must be accredited in Law Enforcement as required by the municipality in order to issue penalties to the public with respect to tampering. The Municipality will take care of getting the staff accredited.

9.27 System site visit/demonstration

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

10 CUSTOMER REFERENCES

The tenderer must supply at least three reference letters from other Municipalities confirming that the tenderer provides them with prepayment hosted online-vending services, third party vending via a broad-based footprint and also arrears collection via data exchange with the Municipality billing system. The letter must confirm the period that the tenderer has been providing the service to the Municipality.

The Municipality may wish to contact one or more of the tenderer's reference clients during the tender evaluation period. Please provide contact names and details of the individuals who should be contacted in this regard.

Contact with reference clients will be arranged through the tenderer, but Municipality reserves the right to conduct these information sharing sessions without representatives from the tenderer being present.

Live or real time updates for bill payments and arrears collections – dependent on Billing System (if the provider can connect real time) should be offered and proof in the form of a letter from the Municipality should be provided.

11. SCHEDULE

11.1 Once off: system setup, implementation and training cost

ITEM	DESCRIPTION	FIXED PRICE (excl. VAT) FROM DATE OF APPOINTMENT TILL _____
1.1	SYSTEM SETUP COST	
1.2	DATA MIGRATION COST	
1.3	INTERFACE WITH FINANCIAL SYSTEM	
1.3.1	FILE BASED INTEGRATION	
1.3.2	WEB SERVICES BASED INTEGRATION	
1.7	OTHER	
(A) TOTAL FIXED PRICE (excl. VAT)		

11.2 B1 - Monthly and variable cost – year 1

ITEM	DESCRIPTION	QUANTITY FOR TWELVE MONTHS	UNIT PRICE/PERCENTAGE (EXCL VAT)	TOTAL BID PRICE (EXCL VAT YEAR 1 (12 MONTHS)
1	Management/Hosting Fees	12		
2	Super vending Bank Credit Card Fees	12		
3	Super vending Commission: 3rd party vending sales	12		
4	Additional Fees (specify below)	12		
5.	SMS of FBS tokens	12		
TOTAL MONTHLY AND VARIABLE COST (EXCL VAT) YEAR 1				

Fixed prices will be increased by CPI annually at the anniversary on the contract. The commission fee should include training and any support required by the municipality during

12. COMPLIANCE SCHEDULE (NON COMPLIANCE WILL RESULTS IN DISQUALIFICATION)

Question	Yes / No	Comments
12.1 Does the system comply with all the STS specifications as listed in the tender? STS certificate to be supplied in the name of the tenderer. Is the system certified for Water vending?		
12.2 Does the system allow for configuration by the municipality for various system requirements?		
12.3 Is a list of system limitations attached?		
12.4 Is a full, detailed functionality description of the system attached?		
12.5 Is there a detailed strategy for the upcoming TID rollover included with an indication of cost to the Municipality?		
12.6 Is a detailed graphical drawing of the proposed network and system attached?		
12.7 Is a detailed disaster recovery plan attached?		
12.8 Is a comprehensive 3rd Party payment remittance process attached?		
12.9 Are different servers utilized for the different applications e.g. transaction server, managementserver , etc.?		
12.10 Is this a single database solution with no data transfer or replication required?		
12.11 Does the system have the capability to provide pre-paid services to Water customers using a single interface? Does a single Customer record have the ability to link to multiple meter account types?		
12.12 Does the system integrate to other vending mechanics such as automatic cash handling machines, self-service terminals and other third-party options?		
12.13 Is the system native XML or does it require a translation interface for XML based vending?		
12.14 Does the system allow for convenience charges to be charged at specific vending outlets		

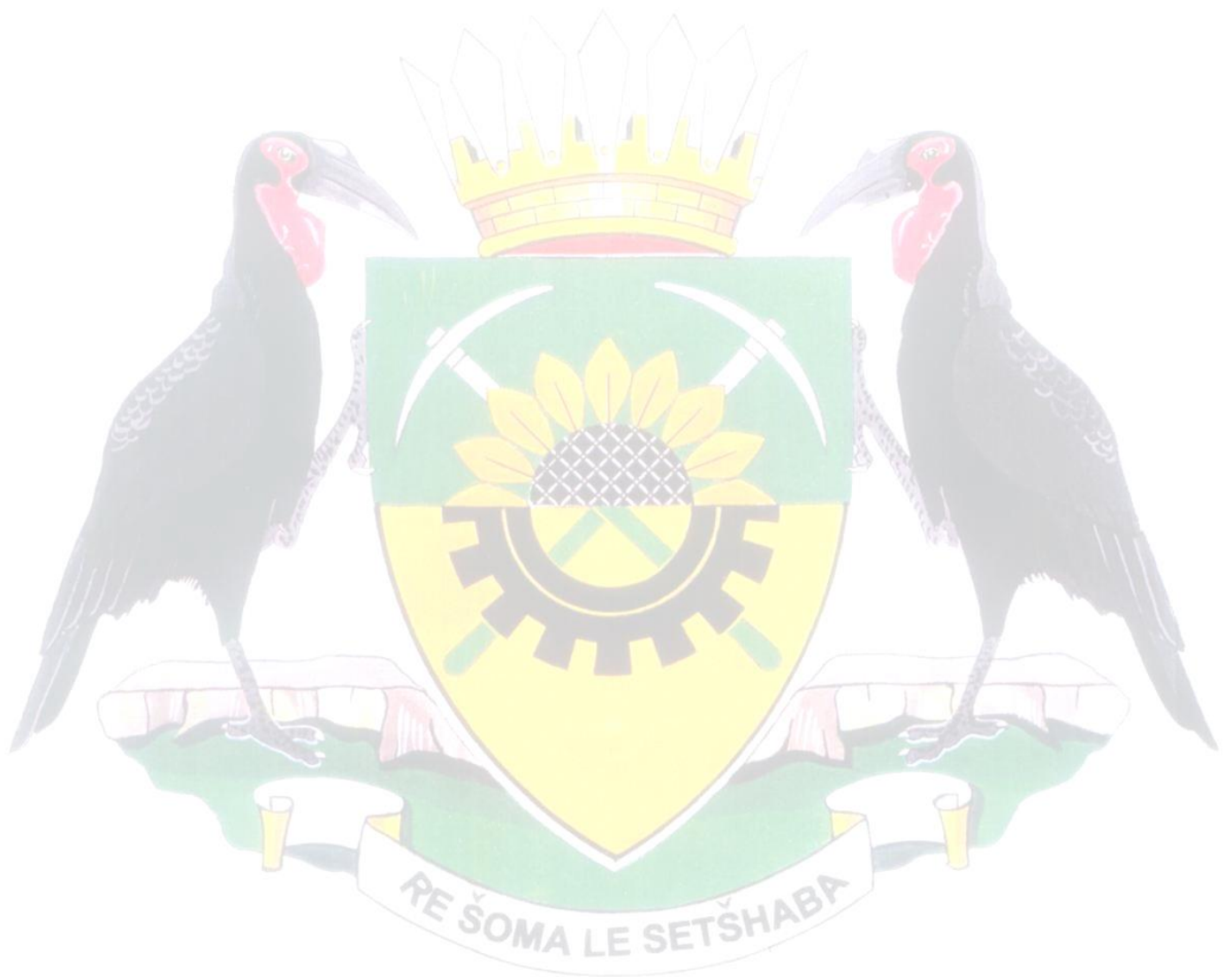
Question	Yes / No	Comments
over specific periods?		
12.15 Does the system provide for integration to the other systems in use at the municipality through the following options: periodic bulk export/import/registration of data/meter to and from other business systems, on-line real-time per transaction synchronization of data? Have the requirements of mSCOA been addressed in the offer?		
12.16 Does the system comply with financial services regulations regarding storage of data?		
12.17 Does the system provide WEB integration for management functionality and reporting? Specify what standard will be used.		
12.18 Can the administrators log into the servers directly from their offices? Can admins log in remotely over the internet?		
12.19 Is a list of license requirements with limitations attached?		
12.20 Does the system provide for smart metering?		
12.21 Does the system provide for access rights into the system for uses and groups?		
12.22 Does the system provide for user ID disabled or removed to remain in history transaction data?		
12.23 Does the system provide for arrear recovery in line with the credit control policy of the municipality?		
12.24 Does the system provide for at least the following arrear recovery alternatives: fixed percentage of transaction recovery; service based recovery; full arrear payment recovery; partial arrear payment recovery with limited water sales?		
12.25 Does the system provide for “free issues” (EBSST token) to be SMS’d to specific customers?		
12.26 Does the system allow a “free issue” (EBSST token) to indigents without having to purchase water or pay arrear amounts even if system is set to full arrear recovery?		
12.27 Does the system print “duplicate invoice” or		

Question	Yes / No	Comments
"copy invoice" on a receipt if the "free issues" (EBSST token) is requested more than once in a calendar month?		
12.28 Does the system allow the generation of all engineering tokens directly from the system master station?		
12.29 Does the system allow all engineering tokens to be either printed, viewed without printing or sent through SMS?.		
12.30 Does the system support all the different types of engineering vouchers as specified in the tender?		
12.31 Does the system provide for up-front vending?		
12.32 Can the abovementioned amount be defined per workstation?		
12.33 Does the system provide for messages at the bottom of the token voucher which can be changed by the municipality according to the municipality's requirements?		
12.34 Does the system keep all historical connections between the meter, point of connection and the customer?		
12.35 Does the system allow vending when a point of connection, meter or tariff is not linked to a customer?		
12.36 Does the system allow payment of accounts although a blocking code is active that does not allow the customer to purchase pre-paid water tokens?		
12.37 Does the system provide for at least the standard reports as stipulated in the tender?		
12.38 Does the system allow for preview of reports before printing?		
12.39 Is a statistical MONTHLY management Report provided? Is a sample provided?		
12.40 Does the system support the use of vending based tariffs?		
12.41 Does the system provide for pre-defined tariffs by date to be created in advance?		

Question	Yes / No	Comments
12.42 Does the system accommodate the current vending structures of the municipality?		
12.43 Does the system support IBT (stepped tariffs)?		
12.44 Does the system support vending-based VAT that is calculated at time of vending?		
12.45 Does the system provide for batch numbers to follow sequentially and print a breakdown of all money received separately?		
12.46 Does the system provide for the payment of arrear amounts, current amounts or linked account separately from purchasing pre-paid water tokens?		
12.47 Does the system provide for the cashier to enter the full amount from which the arrear amount will automatically be deducted, and the remainder of the money will then automatically be allocated towards pre-paid water sales?		
12.48 Does the system make provision to warn the cashier before finalizing any transaction?		
12.49 Does the system provide for integration of historical data?		
12.50 Is a list of current system users with full contact details supplied?		
12.51 Was an assessment of current infrastructure done and an optimum solution recommendation attached?		
12.52 Is the system TCP/IP compliant and be able to operate real-time over Ethernet on a LAN/WAN/WIFI/GPRS/3G/EDGE/HSDPA/ADSL/DIGINET environment as available in certain areas?		
12.53 Does the system support vending stations run on at least Windows XP?		
12.54 Are all communications between client and server secured by mutually authenticated SSL certificates?		
12.55 Is provision made for periodic data synchronization with an off-line database in the municipal environment?		

Question	Yes / No	Comments
12.56 Does the system support the latest version of the standard Microsoft Internet Explorer and always keep up with updates by Microsoft?		
12.57 Does the system function under low-bandwidth requirements with minimum packet size? Please specify the bandwidth.		
12.58 Does the system cater for a Monthly indigent update from file		
12.59 Is there an aggregator support letter attached?		
12.60 Is a policy regarding overcharging by vendors included		
12.61 Is an ISO 9001-2015 certificate provided in the name of the bidder or their technology provider?		
12.62 Are there at least 3 options to allow the municipality to choose from with regards TID updates with regards using contractors, municipal staff or a self-service option.		
12.63 Is a broad-based third-party vending footprint provided to municipalities including major retail, major banks, informal sector and web vendors?		

Description	Comply	
	Yes	No
12.64 Standard Transfer Specification (STS) Certification to edition 2, STS600-8-6 in the name of the bidding company. Certificate to be provided.		
12.65 ISO Certification to 9001-2015 in the name of the bidding company or their technology provider. Certificate to be provided.		
12.66 Confirmation letters from two municipalities that the TID update programme is under way with contactable details for verification purposes.		
12.67 Proof of XMLVend Based integration into at least one aggregator. At least one confirmation letter is required.		



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

-
.....
- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

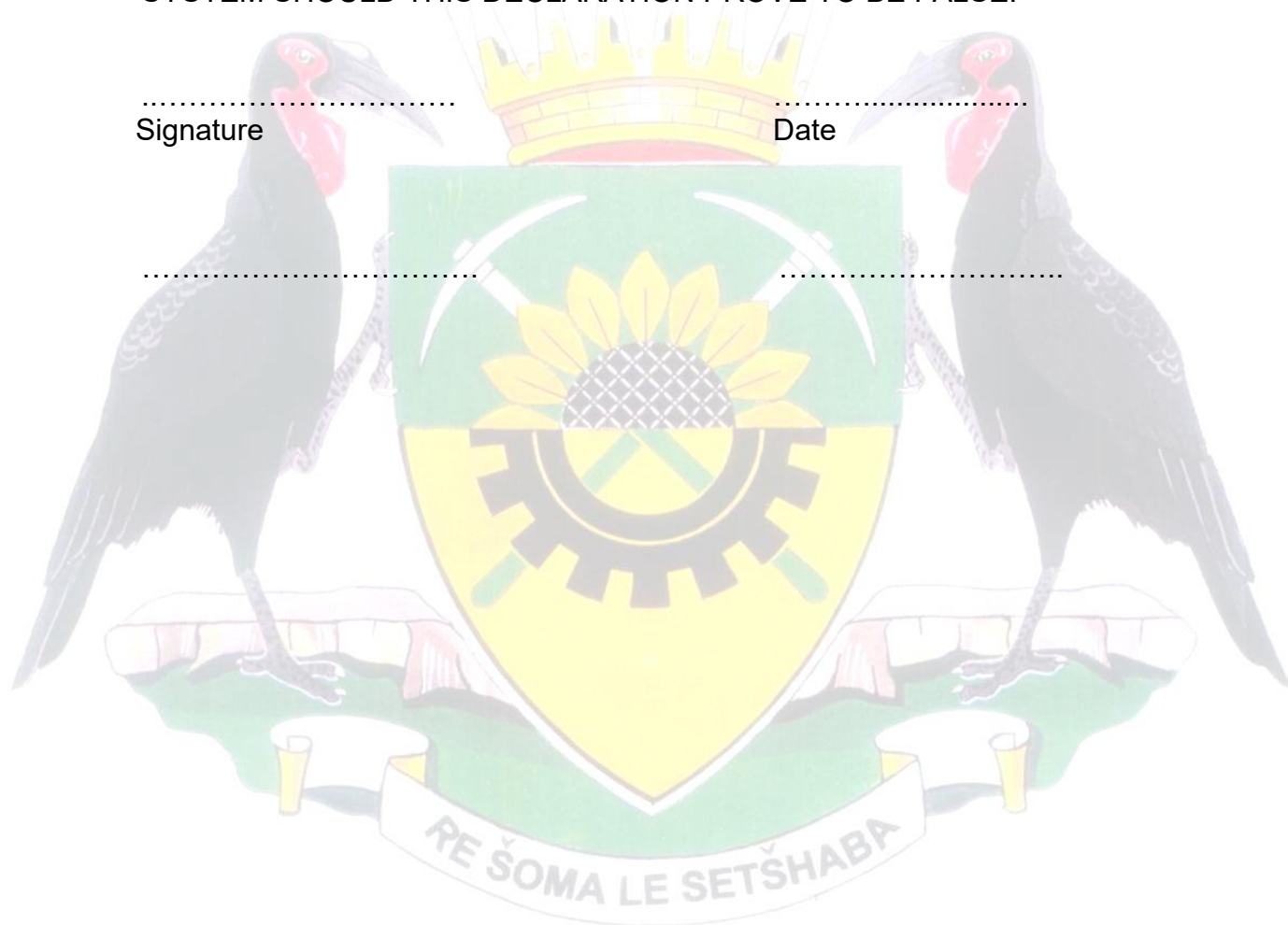
imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date



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

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

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

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

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any Municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? YES / NO

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

If yes, provide particulars.

.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? YES / NO

If yes, furnish particulars.

.....

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

If yes, furnish particulars.

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

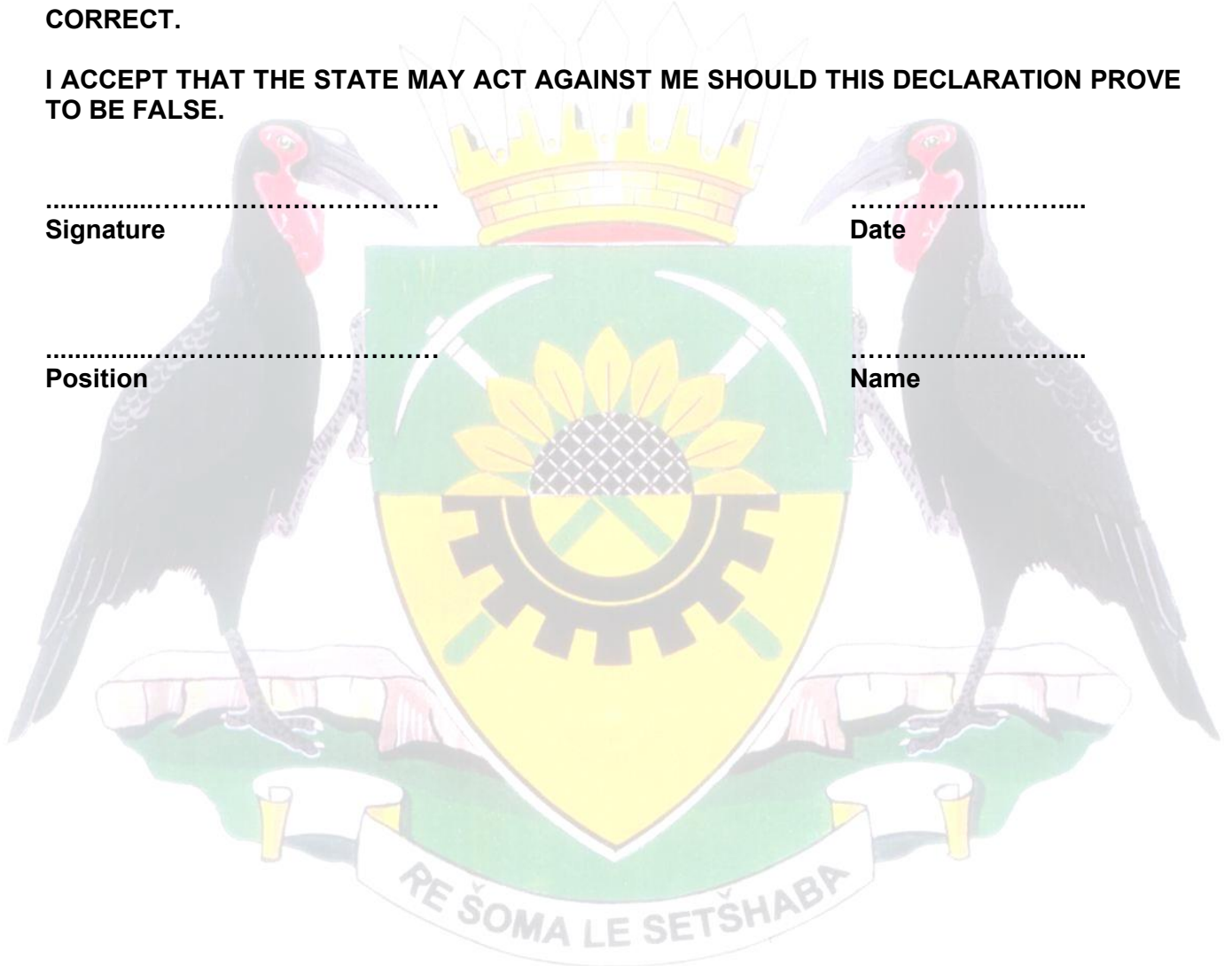
I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name



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

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 below R50 000 000 (all applicable taxes included); and

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) 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 in regard to 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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where?

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an

organ of state must, in the tender documents, stipulate in the case of—

- (a) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system and proof (identity document and/or medical report) should be submitted). Failure to submit proof will result in loss of specific goals points.

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)	Percentage of ownership on specific goal (To be completed by the tenderer)	Number of points claimed. (80/20) system (To be completed by the tenderer)	Verification of points claimed) (To be completed by the organ of state)
Owned by black South African people (Male or female)	5			
Owned by people who are women (of all races)	5			
Owned by black South African people who are youth	5			
Owned by people with disabilities	5			
Total points claimed	20			

Table 2: Business entity ownership disclosure

Bidders must list all shareholders and provide ownership information in terms of the business entity registration certificate

Full Name	Identity Number	% Owned	South African (Yes/No)	Gender	Race	Youth (Yes/No)	Disable (Yes/No)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

4.6. 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 as a result 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:

ADDRESS:

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the supply of
goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

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 SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, 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;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. 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	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

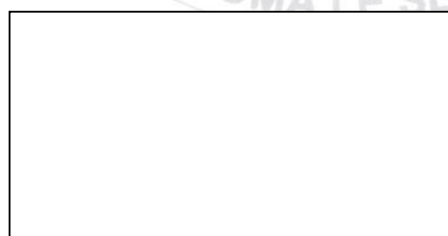
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

BID NO: FIN-R14/2025/2026

EVALUATION PROCESS AND CRITERIA

The project will be evaluated in two phases, functionality and preferential point system of **80/20 point** system.

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.1 Critical Criteria:

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation.

- Tax Pin Access Code (If JV, For Both)
- Cipro Document Attached (If JV, For Both)
- Certified ID Copies of All Directors/Members/Shareholders of The Company/Business (If JV, For Both)
- Proof of company registration on central supplier database registration (CSD)
- Proof of residence municipal rates and taxes or letters from tribal authority or valid lease agreement must be attached for both the company and all directors (If JV for both).
- Attended Compulsory Site meeting.
- Authority of Signatory (in a company letter head)
- Signing of Form of Offer
- Document filled in using a black pen.
- Alterations signed or initialed.
- CIDB grading (only applicable to construction projects)
- JV Agreement in Case Of JV

- All pages signed or initialed.
- All MBD forms in tender document must be completed and signed in full – If not, tender will be rejected.
- Bidders not completing the MBD 4 form in full (Bidders are urged to read and understand the contents of MBD 4 form and special attention to clause 2.3, please ensure that all companies related to the bidder and its directors are disclosed, failure to disclose the information would lead to automatic disqualification).

PHASE 2: TECHNICAL DEMONSTRATION AND FUNCTIONALITY

EVALUATION CRITERIA:

TECHNICAL DEMONSTRATION AND FUNCTIONALITY

Bidders must score a minimum of 80 points to proceed to the next phase of evaluation.

Phase 1 – **Technical demonstration**(Attached Supporting proof)

Description	Value		Score
13.2.1 Single interface, integrated multi-utility system, vending Water from a single interface. A demonstration of this may be requested.	15	Full description and STS approval	15
		No description and/or STS approval	0
13.2.2 Broad based third-party vending footprint provided to municipalities including retail, banks, informal sector and web vendors** (Attach proof and appointment letters)	15	3 and more uninterrupted years with 5 of more third parties	15
		1 to 3 uninterrupted years 5 third parties	5
		No experience	0
13.2.3 Hosted on-line vending provided to		5 years or more	10

Description		Value			Score
municipalities		10	5 years or less	5	
			No experience	0	
13.2.4	Disaster recovery and business continuity plan	5	Plan included	5	
			No plan	0	
13.2.5	Innovative revenue enhancement funding solution	15	Provision	15	
			No provision	0	
13.2.6	Letters from municipalities confirming third party vending and arrears collection. At least one to be Live or real time updates for bill payments and arrears collections – dependent on Billing System (if the provider can connect real time)	15	3 letters	15	
			2 letters	10	
			1 letter	5	
13.2.7	Detailed mSCOA implementation approach included, one letter confirming on-line integration	10	Plan and letter included	10	
			No plan and/or letter	0	
13.2.8	Overview of approach to the STS TID key rollover	10	Plan included	10	
			No plan	0	
13.2.9	Mobile engineering application for field staff	5		5	
			No tool	0	

** Please provide below reference list of retail, banks & web vendors and other alternatives to have for full marks point 2

The vending point should be made available atleast within 4 km from most of the residents.

Phase 2 – FUNCTIONALITY

Tenderers must score a minimum of 80 points to proceed to the next phase

Bidder evaluation criteria for Functionality	Weight	Scores	Points allocations
Project Implementation Plan (attached plan) The project implementation plan should cover • Software for An On-Line Prepayment Meter • Vending System • Collection, and 3rd Party Vendor Management, Etc	40	Detailed methodology to be used in the project Bidders project with reference to proper works program, human resources schedule/allocation are tailored to meet contract expectation. • Bidder provides a very good and technically sound project implementation and Methodology approach that meet project objective • Bidder provides a good and technically sound project implementation and Methodology approach that fully demonstrated and meet project objective • Bidder provides a satisfactory and technically sound project implementation and Methodology approach that partially demonstrated and partially meet project objective • Bidder provides a poor project implementation and Methodology approach that is unlikely to satisfy project objectives or requirements.	40 30 20 10
Previous experience of the company (attach signed reference letter that include the contract/bid	40	• The bidder has the necessary similar experience to successfully execute the project (5 projects +)	40 30

number and the value of the project. The letter must be on the letterhead of the company with contactable reference Experience should be for comprehensive 3rd party Vending System and Collection, As Well as 3rd Party Vendor Management		- The bidder has the necessary similar experience to successfully execute the project (3-4 projects) - The bidder has the necessary similar experience to successfully execute the project (2-3 projects) - There some doubt about whether bidder has the necessary experience to successfully execute the project (1-2 projects)	20 10
Financial standing / Ability to execute the project Bidder's stamped bank(financial) rating	20	Rating - A – B - C - D - E - F-H	20 15 10 5 0
	100		TOTAL

PHASE 3. Price and specific goals- phase three

The evaluation will be done by using **80/20**-point system as indicated below:

Preference point system	Points
Price	80
Specific Goals	20
Total Maximum Score	100

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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 ☐

Item	Question	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, which 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.

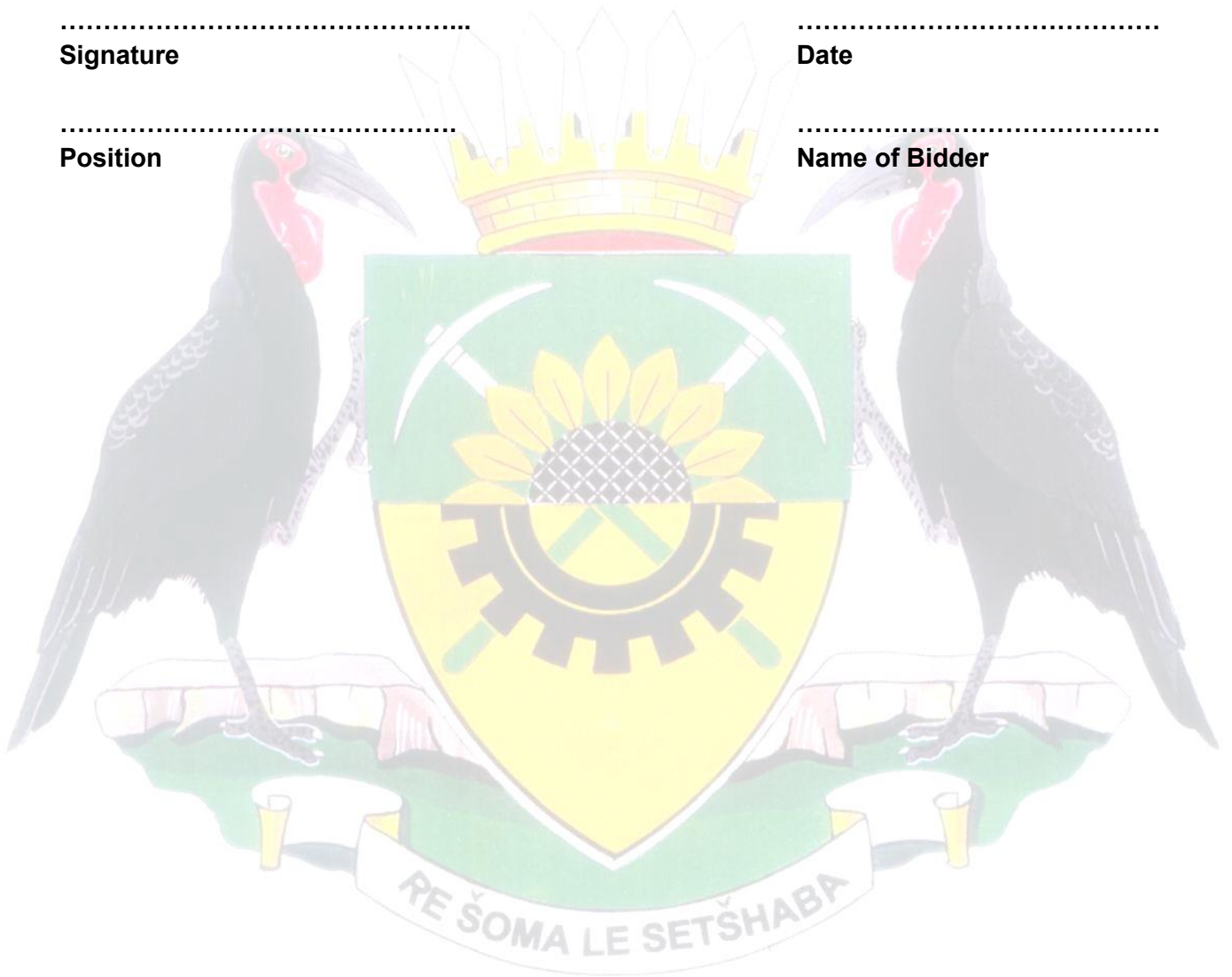
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes a supply chain management policy. must provide measures for combating abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse.
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 3 In order to give effect to the above, the attached Certificate of Bid Determination (MBD
- 6 must be completed and submitted with the bid:
- 1 **Includes price quotations, advertised competitive bids, limited bids and proposals.**
- 2 **Bid rigging (or collusive bidding) occurs when businesses, which would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read, and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation.
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices.
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices.
 - (d) The intention or decision to submit or not to submit, a bid.
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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Signature

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Date

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Position

.....
Name of Bidder

RE ŠOMA LE SETŠHABA