Physical Address: No. 01 Seller Street I Nqanqarhu I 5480
Postal Address: P.O. Box 1 I Nqanqarhu I 5480
Tel: Nqanqarhu:045 932 8100 I **Ugie:** 045 933 8000 I **Tlokoeng**:039 257 2200
Social Media I Facebook: @Elundini Local Municipality I **X**: @ ElundiniLM
YouTube Channel: @Elundini Local Municipality I **Instagram**: @elundini_lm

TENDER NOTICE AND INVITATION TO TENDER

The Elundini Local Municipality is Requesting for Proposals on the following goods and services:

Bid ref.	PROJECT NAME	Contract Number	Closing Dates	Technical Enquires contacts
1.	Provision of Electrical Vending Services	ELM-2/001/2026-2027	Monday, 28 September 2026	Ms. B. Mashologu-Dlodlo Tel. 045 932 8124 E-mail: bukelwad@elundini.gov.za
2.	Supply and Delivery of Protective Clothing	ELM-2/002/2026-2027	Monday, 28 September 2026	Mr S. Mveku Tel. 045 932 8260 E-Mail: sisam@elundini.gov.za
3.	Framework Contract for Maintenance and Upgrading of the Electrical Distribution Network. **CIDB: Grade 6EP and above**	ELM-3/006/2026-2027	Tuesday, 29 September 2026	Mr. M. Zwakala Tel. 045 932 8220 E-mail: mzolisiz@elundini.gov.za

The clauses relate to the above bid reference numbers in sequence.

1. The Municipality is looking for a service provider to supply, delivery, installation, training, and commissioning of the most optimal vending solution for electricity meters, including a cloud-based back end, billing system integration, and distributed 3rd party 24-hour vending for a period of three (3) years.
2. A panel of three (3) qualified and experienced service providers to supply and delivery of personal protective clothing without any guarantee on the quantum of work for the period of three (3) years.
3. Framework contract with three (3) experience service provider to perform maintenance, repairs, emergency response and upgrade works on the municipal electrical distribution network for a period of three (3) years on and as when instructed without a guarantee to any quantum of work.

Bid ref. no. 1 and 2 Contract will be based on the National Treasury General Condition of Contracts. Bid ref. no. 3 Contract will be based on NEC3 Engineering and Construction Contract (Option B Priced contract with Bill of Quantities). The bids will be evaluated on the basis of the Preferential Procurement Policy Framework Act, 2022, the Elundini Local Municipality's Supply Chain Management Policy and the 80/ 20 preferential procurement point system for acquisition of goods or services with Rand value equal to or below R50 million will be applied.

Stage 1 of Evaluation: Eligibility and Objective Criteria for bid no. ELM-2/002/2026-2027 and ELM-3/006/2026-2027

Eligibility Criteria
Eligibility and objective Criteria for the above mentioned projects will be available on Tender Data that will be uploaded on ELM Website. www.elundini.gov.za and will be also attached in the tender document

Bidders with non-compliant with the above Eligibility Criteria will be disqualified and not be considered for further evaluation.

The bid will be evaluated based on minimum threshold for local production and content, only locally produced goods/products with a (100% on Clothing and Electrical list on page 40 of tender document) stipulated minimum threshold will be considered. Stage one (1) of evaluation process will be in terms of the minimum threshold for local production and content required in accordance with the SABS approved standard SANS 1286:2017

Stage 2 of Evaluation: Functionality

ELM-2/001/2026-2027		**ELM-2/002/2026-2027**		**ELM-3/006/2026-2027**	
Evaluation Criteria	**Maximum Points Allocated**	**Evaluation Criteria**	**Maximum Points Allocated**	**Evaluation Criteria**	**Maximum Points Allocated**
Company Experience	40	Company Experience	60	Company Experience	50
Software support	10	Lead Time	10	Expertise	40
Methodology	30			Methodology	5
Availability of customer care:	20			Office location	5
Total Points	**100**	**Total Points**	**70**	**Total Points**	**100**

A minimum score of 70% out of total points must be score in order to proceed to the Financial Evaluation in all of the above bids.

Stage Three of Evaluation: Evaluation in terms of the 80/20 preference points systems prescribed in Preferential Procurement Regulations of 2022 on all bids: Price = 80 points Specific goals = 20 points

Specific Goals:

Bid No.	**ELM-2/001/2026-2027**	**ELM-2/002/2026-2027**	**ELM-3/006/2026-2027**	
The specific goals allocated points in terms of this tender	**Number of points claimed (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the organ of state)**	**Proof to claim points**
Tender Price	**80**	**80**	**80**	
EME or QSE which is at least 51% owned by black people who are Women-Equity ownership	= 10 Points	= 5 Points	= 10 Points	Company Registration Document and Certified ID Copy
EME or QSE which is at least 51% owned by black people who are Youth - Enterprise (18-35)	= 5 Points	= 5 Points	= 5 Points	Company Registration Document and Certified ID Copy
EME or QSE which is at least 51% black owned by Local Business within: Elundini Local Municipality Outside Elundini Local Municipality within Joe Gqabi District Outside region	N/A	= 10 Points = 5 Points = 3 Points	N/A	Proof of business operation within Elundini Municipality Jurisdiction or outside Elundini Local Municipality within JOE Gqabi District or outside region along with CSD report

EME or QSE which is at least 51% owned by black people	= 5 Points		= 5 Points	Company Registration Document and Certified BBBEE Certificate or Original Sworn Affidavit
Total (Specific Goals)	**20 Points**			

Bidder that fail to submit proof of specific goal as stipulated above will not be allocated points.

PURCHASING AND SUBMISSION OF TENDER DOCUMENTS.
Tender documents may be obtained from the Elundini Local Municipality SCM Unit upon payment of a non-refundable amount of R250 (two hundred and fifty Rand), either paid in cash or by means of electronic funds transfer (EFT) to the Elundini Local Municipality (Where EFT is used, proof of payment must be sent to khanyisoj@elundini.gov.za and yolandan@elundini.gov.za The cash amount is to be paid at the cashier's office between the hours of 08:00 and 16:00, prior to the collection of the tender documents form the SCM unit. ELM Cahier's office is situated at Elundini Traffic department, ERF 3503 Station Street, Nqanqarhu, 5480.

The tender documents will be available on **Wednesday, 26 August 2026.** NB: For EFT payment bidders must pay using this account: First National Bank (FNB) cheque account No: 62159933772, Ref No. 020114350000. Bid document may be emailed to the bidder upon receiving and confirming proof of payment. Bidders must allow at least 24 hours after sending POP for the municipality to be able to confirm payment.

Completed bid documents and supporting documentation are to be placed in a sealed envelope endorsed with Project Name and Bid Number. At the back of the envelope bidders must write the bidder's name and address. Bid submission must be delivered to the Elundini Local Municipality, at No. 1 Seller Street, Nqanqarhu, Finance Department. The tender documents must be placed in the Tender Box not later than 12H00 Noon on the above mentioned dates and will be opened in public.

Bidders are encouraged to make electronic copies of the bid submission in a form of USB / CD as a precautionary backup. Enquiries relating to SCM may be addressed to Mr K. Sobekwa, Tel NO. 045 932 8265 or email: kwaneles@elundini.gov.za. Telegraphic, telephone, telex, facsimile, e-mail and late tenders will not be accepted. Tenders may only be submitted on the prescribed tender documentation that is sold at R250.00 and proof of payment must be attached on the bid submission. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data and tender documents.

The minimum terms of reference, scope of work, detailed eligibility criteria, functionality, other bid conditions and rules will be uploaded on ELM website www.elundini.gov.za and detailed in the bid document under Tender Data. The Elundini Local Municipality SCM policy applies. Tender validity period is 12 weeks.Tenders must request clarification on the tender documents, if necessary, by notifying the employer at least 5 (five) working days before the closing time stated in the tender data. No clarifications that will require issue of an addendum will be entertained after this period.

Value Statement: "The Elundini Municipality subscribes to high morals and principles to promote and maintain integrity of the Municipality" There are scammers phoning bidders impersonating municipal staff soliciting bribes for tender. Please do not fall for that scam. Report any fraud or corruption to Free call: 0800 117844 or SMS to 32840 anonymously.

JACK MDENI
MUNICIPAL MANAGER

BID CONDITIONS AND INFORMATION

Clause number	**Tender Data**
1	The employer is the Elundini Local Municipality
2	The tender documents issued by the employer comprise the documents listed on the contents page
3	**The employer's representative is:** Name: Bukelwa Mashologu-Dlodlo OR Name: Mzolisi Zwakala Elundini Local Municipality — Elundini Local Municipality 1 Seller Street, Nqanqarhu, 5480. — 1 Seller Street, Nqanqarhu, 5480 Tel No.: 045 932 8124 — Tel No.: 045 932 8220 Fax No.: 045 932 1094 — Fax No.: 045 932 1094 E-mail: bukelwad@elundini.gov.za — E-mail: mzolisiz@elundini.gov.za
4.	The language for communications is English
5	Elundini Local Municipality bidding process in the context of this bid is administered by ELM Supply Chain Management Policy , MFMA Act 56 of 2003 , MFMA SCM Regulations , POPI Act and shall act in accordance with the said legislative prescripts including other relevant legislative framework governing SCM. The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.
6	The successful bidder will be expected to sign the service Level agreement within 30 days from the date of notification by the Elundini Municipality that his/her bid has been accepted.
7	**Tenderer's Obligations**
7.1	1. JV Eligibility requirements: • A Joint venture must submit a consolidated valid original or certified copy of B-BBEE certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE.(This will not disqualify bidders but points for B-BBEE will not be allocated) • Submit Joint Venture agreement in the case of joint venture. • Fully completed Compulsory Returnable Documents for JV 2. Directors or company is not in the Treasury's database of restricted suppliers

7.2	• Tenderer must submit one (1) hard copy of the original tender document in the prescribed format at tender submission deadline failure to do so, the tenderer will be disqualified. Bidders are encouraged to make electronic copies of the bid submission in a form of USB / CD as a precautionary backup. • Tender document must be in the original format, not tempered with and must be only purchased at the Elundini Local Municipality • Bidders must submit their offer on the prescribed tender document as purchased at R250. • Proof of payment for tender document must be attached • Should bidder fail to submit as per prescribed bid document, bidder will be disqualified. • All bids must be submitted on the official forms (not to be re-typed/ reproduced) Bids must be completed in black ink
7.3	No bids will be considered from persons in the service of the state
8	The tenderer accepts that, unless otherwise stated in the tender data, the employer does not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.
9	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
10	The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **"List of Other Documents Attached by Tenderer".**
11	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
12	The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
13	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
14	Please note that if the tender stipulates that a site/clarification meeting is mandatory/compulsory; then suppliers must attend such meeting. Those suppliers who do not attend such mandatory/compulsory meeting will be disqualified and will not be evaluated. Where compulsory briefing is applicable, tenderers will be obligated to sign the attendance list in the name of the tendering entity. In that case, any Addenda issued to tenders will be received only from those tendering entities appearing on the attendance list.
15	Tenderers must request clarification on the tender documents, if necessary, by notifying the employer at least ***5 (Five) working days*** **before the closing time stated in the tender data. No clarifications that will require issue of an addendum will be entertained after this period.** Bidders shall not contact the Elundini Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded for additional information or amendments of bids. Any effort by the firm to influence the Elundini Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
16	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data

17	If after the commencement of the Contract, the cost or duration of the services is altered as a result of changes in, the amount of the main contractor or contract amount from which estimate were based, or amounts or additions to, any statute, regulation or by-laws, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 90 days of first having become aware of the change, the Contractor furnished the Employer with detailed justification to the Price or Period of the Performance (or both).
18	**Alterations to the documents** Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid. No unauthorised alteration of this set of bid documents will be allowed after the closing date. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before the closure date.
19	**Signatory** A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same. A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder
20	No alternative tender offers will be considered
21	Parts of each tender offer communicated on paper shall be submitted as an original. No copies are required
22	Bidder must comply with all pricing instructions as stated on the Price Schedule and tender conditions
23	**Tax Clearance Certificate** Bidder must submit a valid SARS Tax Clearance Certificate or/and a tax compliance status document reflecting the pin for the Employer to verify that the tenderer is in good standing. Certified copy of a tax clearance certificate is still required by Foreign suppliers (with a footprint in South Africa- but who are not on CSD and have not provided a SARS pin number) and Local suppliers (who have not provided their SARS e-filing PIN number for verification by Elundini Local Municipality and/or their CSD profile / CSD number) . Foreign suppliers (even those with no deemed footprint in South Africa) must still complete the relevant section in Part A of the MBD1 document, however, no proof of tax compliance is required if the supplier answers "no" to all questions. If they answer "yes" to any of the questions, however, they are required to register and be tax compliant as per Part B- section 2 of the MBD 1 document and relevant legislation governing tax compliance. Upon submission of a bid/quote/proposal the bidder automatically grants confirmation that SARS may, on an ongoing basis during the contract term disclose the bidders Tax Compliance status to the municipality. Each party to a Consortium/Joint Venture shall submit a separate valid Tax Clearance Certificate and must be compliant with SARS Prices must always be VAT inclusive where applicable.
24	**Registration on Accredited Supplier Database** It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information Elundini Municipality Database Department. The Elundini Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).
25	**BBBEE Certificate** For the proof of B-BBEE status level of contributor the bidder must submit an original or certified copy of a valid verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (www.sanas.co.za/afdirectory/bbbee_list.php) or original or certified completed AFFIDAVIT downloaded from www.thedti.gov.za/economic_empowerment/bee_codes.jsp

26	**Municipal Rates, Taxes and Charges** The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified. If the bidder is renting the office a Lease Agreement must be attached to the bid document OR Affidavit from SAPS stating that the bidder is not obliged to pay municipal rates with a letter from a ward Councilor is submitted with the tender document.
27	Tenderer must put initials at the bottom of each page of the tender document as proof that the bidder has reviewed and agreed to the contents of the tender data. This also prevents and ensures that various parties involved do not change and / or replace any page and modify the contents after the submission of the tender. Tenderer must sign the original and all copies of the tender offer where required in terms of the tender data. NOTE: The employer holds all authorized signatories liable on behalf of the tenderer.
28	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Location of tender box:** Elundini Local Municipality Finance Department **Physical address:** 1 Seller Street Nqanqarhu 5480 **Identification details :** Tender no, Title of Tender and the closing date and time for tenders **Closing Date :** **Monday, 28 September 2026** **Closing Time :** **12H00** **The tender box is only open on weekdays between 08:00 and 16:00**
29	Where a **two-envelope system** is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked **"financial proposal"** and place the remaining returnable documents in separate envelope marked **"technical proposal".** Each envelope shall state on the outside the Elundini Municipality's address and identification details of the bid, as well as the tenderer's name and contact address. Accept that the Elundini Municipality shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated. Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened. Employer shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non-responsive. **NB:** This condition is not applicable to this bid
30	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
31	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
32	The tender offer validity period is **12 weeks**. The validity of bids may be further extended by a period of not more than six months upon approval by the Accounting Officer.
33	The tenderer shall provide clarification of a tender offer during the evaluation of tender offers, in response to a request from the employer to do so. Such clarifications can include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted. Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Elundini Municipality elect to do so. Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the Elundini Municipality's written request may render the tender non-responsive.

34	The employer shall grant during working hours to premises for inspections, tests and analysis, as provided for in the tender data.
35	A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the Elundini Municipality after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that: • it shall be liable to the Elundini Municipality for any additional expense incurred or losses suffered by the Elundini Municipality in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender; • the Elundini Municipality shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the Elundini Municipality shall be entitled to retain such monies, guarantee or deposit security for any such expenses or loss.
36	**Samples, Inspections, tests and analysis** Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications. If the Specification requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification. If such samples are not submitted as required in the bid documents or within any further time stipulated by the Elundini Municipality in writing, then the bid concerned may be declared non-responsive. The samples provided by all successful bidders will be retained by the Elundini Municipality for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the Elundini Municipality may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated ELM Official to collect their samples, save in the aforementioned instances where the samples would not be returned.
37	**Compliance with Occupational Health and Safety Act, 85 of 1993** Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. In this regard the Tenderer shall submit upon written request to do so by the Elundini Municipality, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.
38	**Claims arising from submission of tender** **The tenderer warrants that it has:** • inspected the Specifications and read and fully understood the Conditions of Contract. • read and fully understood the whole text of the Specifications and Price Schedule and thoroughly • acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract. • visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, • and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby. • requested the Elundini Municipality to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer • Escalations and escalations rates are clearly disclosed. • received any notices to the tender documents which have been issued in accordance with the Elundini Municipality's Supply Chain Management Policy. **The Elundini Municipality will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.**

39	**Employer's Undertaking**
40.1	The employer will respond to requests for clarification received up to Five (5) working days before the tender closing time.
40.2	The employer shall issue addenda until before tender closing time If necessary, the employer shall issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until Five (5) working days before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than Five (5) working days before the tender closing time in exceptional circumstances If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the Elundini Municipality may grant such extension and, shall then notify all tenderers who drew documents. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the Elundini Municipality can show proof of transmission thereof via electronic mail, facsimile or registered post.
40.3	Tenders will be opened immediately after the closing time for tenders as stated in the Tender Notice and Invitation to Tender. If requested by any bidder present, names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out loud. Bids received in time recorded and entered in a register which is open for public inspection.
40.4	Late bids will be registered and returned unopened unless the bidder did not clearly specify their address at the back of the envelope.
40.5	The employer or any of its employees must not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer
40.6	Make available a record of the details announced at the tender opening meeting on the Elundini Municipality's website (www.elundini.gov.za)
40.7	Bids must be evaluated in terms of their responsiveness to the bid specifications, requirements as well as criteria as set out in the bid document. Any additional criterial as per communicated addendum shall be considered.
	The Elundini Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Elundini Municipality does not bind itself to accepting the lowest bid
40.8	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. **A responsive tender** is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A **material deviation or qualification** is one which, in the employer's opinion, would a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, b) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
40.9	**Due Diligence** The municipality will conduct intense due diligence which must include inspection of the claimed experience of the preferred bidder(s). The municipality will provide due diligence form which will be used for the assessment purposes of the claimed project experience.

41 **Pricing**

Arithmetical errors, omissions and discrepancies

Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.

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

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

Other

For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.

Unconditional discounts must be taken into account for evaluation purposes

The Employer must evaluate whether tender has offered a market related offer. If the offer is believed not to be market related, the Municipality through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process

In the event of tendered rates or lump sums being declared by the Elundini Municipality to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Elundini Municipality is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Elundini Municipality, but this shall be done without altering the tender offer in accordance with this clause. Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Elundini Municipality, the Elundini Municipality may declare the tender as non-responsive.

Bidder must comply with all pricing instructions as stated on the Price Schedule and tender conditions.

All prices must include VAT where applicable

The Elundini Municipality may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the delegated official using any means as appropriate and such communication must be approved by the Accounting Officer.

42

EVALUATION OF TENDER OFFERS

STAGE 1: TEST FOR RESPONSIVENESS

a) PHASE 1 OF STAGE ONE: MANDATORY DOCUMENTS AND REQUIREMENTS

Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply with the following conditions shall lead to bidder being non-responsive.

1. Bid Document (This Document) must be purchased at a prescribed amount only at Elundini Local Municipality and must submitted in its original format and not retyped.
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Bidders must submit a copy of the Central Supplier Database report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services OR CSD Supplier number in order for the municipality to be able to verify CSD registration.
4. Form of offer and Acceptance (fully completed and signed) where applicable
5. Invitation to bid must be completed and signed. MBD 1
6. Pricing schedule – Firm Prices (Purchase)MBD 3.1
7. Declaration of Interest (fully completed and signed) MBD 4
8. Preference Points Claim form in terms of the Preferential Procurement Regulations 2022 (fully completed and signed) MBD 6.1
9. Tender for Income Generating Contract (part 1 (Completed and signed) MBD 7.3

10. Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed) MBD 8
11. Certificate of Independent Bid Determination. (Completed and signed) MBD 9
12. Authority of Signatory (Completed and signed)
13. Where applicable a proof of attendance of clarification meeting, an attendance register will be circulated for record purposes.
14. On financial Proposal: All Items listed in the Bills of Quantities or Pricing schedule must be priced for failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
15. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.

b) THE RETURNABLE DOCUMENTS

The following returnable documents to be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time.

1. Bidders must be a registered legal entity or partnership or consortia or joint ventures with a signed agreement in place with a consolidated BBBEE Certificate.
2. Bidders must submit Elundini Municipality Ethics Commitment form for Suppliers (Completed and signed)
3. A valid original or certified copy of B-BBEE certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE. (This is not an Elimination factor).
4. A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.
5. Bidders must complete and sign Elundini Municipality Supplier Declaration Form
6. Bidders must complete past experience form .

43

STAGE 1 OF EVALUATION: - FUNCTIONALITY

Scoring Quality

The quality criteria and maximum score in respect of each of the criteria are as follows:

Evaluation Criteria	**Description**	**Points Allocated**
Company Experience		**40 Points**
Experience in maintaining a turnkey electricity prepayment online vending system (hardware and associated software)	Provide appointment letters and reference letters of experience from the previous clients on the same project **Above Five (5)** **X** appointment letters and reference letters and above = **40 points** **Fours (4) - Five (5) X** appointment letters and reference letters = **25 points** **Three (3) – Four (4) X** appointment letters and reference letters **= 15 points** **One (1) – Three X** appointment letters and reference letters = **5 points**	
Software support		**10 Points**
Ability to provide software support and upgrades for online electricity prepayment interfaces to various ELUNDINI LOCAL Municipality's in-house and 3rd party systems.	Interface Seamlessly = 10 points Interface, but additional development is required = 5 points	
Methodology		**30 Points**
Project plan and methodology for the maintenance and service of a turnkey electricity prepayment online vending system (hardware and software),	The detailed plan with timeframes should include the following, but no limited to: • Contingency plans • Disaster recovery • Business continuity • Administration processes • Skills Transfer In the event any of the above topics are omitted no points will be allocated.	
Customer Care		**20 Points**
Availability of customer care: Availability of 24/7/365 Help desk and/ Technician = (20) points	Organogram and Curriculum Vitae of personnel	
TOTAL SCORE		**100 Points**

The quality criteria and maximum score in respect of each of the criteria in accordance with 5.11.9 are as follows:

A minimum number of evaluation points for quality is **70 %** out of total points . Any bidder who fails to meet the minimum qualifying score will not be considered further for evaluation on Price and Preference.

NB: Only bidders who achieved the minimum qualifying score of 70% are opened and evaluated further for price and specific goals

STAGE 3 OF EVALUATION: PRICE AND PREFERENCE IN TERMS OF PPR 2022 .

APPLICABLE PREFERENCE POINT SYSTEMS 80/20

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

Where

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

SPECIFIC GOALS

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)	Proof to claim Points	Number of points claimed (80/20 system) (To be completed by the tenderer)
Tender Price	**80**		
EME or QSE which is at least 51% owned by black people who are Women-Equity ownership	= 10 Points	Company Registration Document and Certified ID Copy	
EME or QSE which is at least 51% owned by black people who are Youth - Enterprise (18-35)	= 5 Points	Company Registration Document and Certified ID Copy	
EME or QSE which is at least 51% owned by black people	= 5 Points	Company Registration Document and Certified BBBEE Certificate or Original Sworn Affidavit and CSD	
Specific Goals Total	**20**		

Bidder that fail to submit proof of specific goal as stipulated above will not be allocated points.

44

a) The Municipality reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur if:-
  - the bidder has been awarded a considerable number of projects by the Municipality.
  - as performed unsatisfactorily in the past.
  - Does not meet objective criteria

b) Reject a bid where a tenderers submit more than one tender either individually or as a partner in a joint venture (JV) or consortium.

c) Reject a bid where thee tender submitted by a JV or consortium where the JV/consortium agreement does not explicitly state that the parties of the JV or consortium shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
  - Where a bidder or its directors has previously failed to perform in the previous order where notices of poor performance were issued or application for restriction has been lodged with National Treasury in terms of SCM Regulation 38.

45 **DUE DILIGENCE**

The municipality will conduct intense due diligence which must include inspection of the claimed experience of the preferred bidder(s).
The municipality will provide due diligence form which will be used for the assessment purposes of the claimed project experience.

46	**Risk Analysis** Notwithstanding compliance with regard to any requirements of the tender, the Elundini Municipality will perform a risk analysis in respect of the following: a) reasonableness of the financial offer b) reasonableness of unit rates and prices c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the Elundini Municipality reserves the right to consider a tenderer's existing contracts with the Elundini Municipality in this regard. d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc. e) there is any history/record of the tenderer/s (or any of its directors/members/shareholders) failing to meet their contractual obligation with any Organ Of the State and where there are notices of poor performance issued thereof. [Note: Companies/persons who are listed on the Database were informed in writing of this restriction by the Authority/Accounting Officer of the institution that imposed the restriction after the ***Audi alteram partem rule*** was applied]. f) tenderer/s(or any of its directors/members/shareholders) listed on National Treasury's Database of Restricted Suppliers as companies/persons prohibited from doing business with the public sector [Note: Companies/persons who are listed on the Database were informed in writing of this restriction by the Authority/Accounting Officer of the institution that imposed the restriction after the ***audi alteram partem*** rule was applied]. The Database of Restricted Suppliers can be accessed on the National Treasury's website (www.treasury.gov.za). g) tenderer/s (or any of its directors / members / shareholders)? listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combatting of Corrupt Activities Act (No 12 of 2004) h) tenderer/s (or any of its directors/members/shareholders) convicted by a court of law (including a court outside South Africa) for fraud and/or corruption with respect to the procurement/tendering processes/procedures during the past five years? i) the tenderer/s employees/directors are also employees/contractors/consultants or directors in the organ of state. The conclusions drawn from this risk analysis will be used by the Elundini Municipality in determining the acceptability of the tender offer. No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the Elundini Municipality that he/she has the resources and skills required.
47	The number of paper copies of the signed contract to be provided by the employer is one.
48	**Incorrect Information** Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Elundini Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract
49	If after the commencement of the Contract, there is any amendment in the key personnel from which bid evaluation was based, within 90 days of first having become aware of the change, the Contractor must furnish the Employer with detailed justification to change of key personnel, which might be accepted or not accepted by the employer depending on its discretion and the level of skill of personnel used for the replacement.
50	**Acceptance or Rejection of a Bids** The Elundini Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Elundini Municipality does not bind itself to accepting the lowest bid.

TERMS OF REFERENCE: Provision of Electrical Vending Services

The scope of works includes requiring the service provider to support and maintain the turnkey electricity prepayment online vending system on twenty-four hours a day, seven days a week, and three hundred and sixty-five days (24x7x365). Service providers must detail: - Offices & Support facilities – Local on-site support is preferred, and Data centre specifications. The support will also be expected to be provided by means of a Call Centre or Helpline, Hardware support, Software support, Account / Project Management, Fault logging and support escalation procedures, and General Support and Maintenance Practices.

The deliverable will entail, but not be limited to: The Online Vending System must support a variety of Vending Channels at Municipal offices and external Vendors.

As a minimum, it must support: PC based vending, Handheld Terminal Vending, ATM vending, Internet vending, and Cell-phone Vending

2. Extent of Works

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

The supply, delivery, installation, training, and commissioning of the most optimal vending solution for electricity meters, 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.

The successful tender will also provide a Revenue Protection service to eliminate the loss of revenue as a result of prepaid meter failure, tampering, and/or bypassing.

A funded revenue protection service will be preferred.

It will comprise the provision of data management and Revenue Protection for the whole ELUNDINI Local Municipal jurisdiction area. This will include:

- Data and Revenue protection sweep audits and TID Rollover services
- Data and Revenue protection targeted audits and TID Rollover services
- Data and Revenue protection remedial actions.
- Detailed auditing of LPU meter installations and configurations.
- Provision of detailed reference database.

The tenderer must have a proven experience and at least a two-year track record for providing services of this nature, and may be required to demonstrate their solution and provide physical proof of the in-field tools used for these services

Stand-by and support are required as detailed in this document. Disaster recovery and business continuity as specified

3. THE SCOPE OF WORKS OR DETAILED SPECIFICATION OF VENDING SYSTEM

3.1 SYSTEM CONFIGURATION

- In assessing the hardware, software, network infrastructure availability, and requirements at each of the current vending offices, the tenderer shall keep in mind the system configuration required by ELUNDINI Local Municipality and utilize the current infrastructure belonging to ELUNDINI Local Municipality. It remains the responsibility of the tenderer to ensure compliance with the tenderer's minimum requirements.
- The vending system must be TCP/IP compliant and functional over Ethernet in a LAN/WAN environment. WIFI, GPRS, ADSL, and Diginet lines must also be accommodated.

- The vending solution offered by the tenderer must be capable of managing and vending to Electricity STS meters from a common platform and user interface. A single consumer record must have the capacity to have Electricity meters linked to it.

- A hosted database configuration set is required with standby disaster recovery capability for business continuity.

- A disaster recovery plan shall be provided with all necessary hardware and infrastructure utilized.

- Assurance of business continuity in the event of a catastrophic system and/or communications system breakdown in the Municipal environment must be provided. A description of associated redundancies built into the solution offered must also be provided

- The system should have the capacity to provide for a monthly update of a local database copy in the Elundini Local Municipality premises as and when required.

3.2 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. Two offices operate without internet connections and use GPRS-based handheld vending units at present. This must be accounted for in the offer. The tenderer is required to evaluate the existing hardware at each of the current offices and make an optimum solution recommendation to the municipality

3.3 SYSTEM CAPACITY

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

3.4 PERFORMANCE SPECIFICATION

- A full and detailed functionality description of the system shall be provided by the tenderer.

- The tender shall not focus on provisioning of computer hardware since Elundini Local Municipality will use existing infrastructure where possible. For this reason, it is also imperative that tenderers should be quite clear on where ELUNDINI Local Municipality's hardware and/or networks lack the capability and/or capacity to function properly with the system proposed by the tenderer and the tenderer should indicate the cost of additional or replacement infrastructure.

- A detailed graphical drawing depicting the proposed network and system layout must be drafted to clarify and indicate solution functionality. Should changes be required, full specifications and pricing must be provided.

- The system proposed by the tenderer should at least make sure that:

Different servers are utilized for different applications, such as:

- Database functions
- Management applications
- Transactions
- Encryption / Security
- Disaster recovery

- The vending solution should be designed to use a relational database and run as a client server application on a LAN or a WAN. It should be able to run under the Windows Server 2003/2008 and at least Windows XP operating systems. The network for the vending solution is Ethernet. The network protocols shall be TCP/IP and be able to operate in real-time over GPRS/3G/EDGE/HSDPA/GPRS/WIFI/ADSL/Diginet, as available in certain areas in the online mode

- To simplify the third-party integration process, the system will comply with Eskom XMLVend 2.1 (or later). It would be preferred that the system is native XML, i.e., that there is no translation interface between the system and an XML client, and that all client/server interfaces are based on the XML standard.
- The system shall be a single database solution in which both management functions and vending take place for all meters and utility types. All updates to customer data must be immediately available at vending terminals, and all transactions made at all sales outlets must be immediately available for reporting on.
- The vending terminal solution shall be web-based or a web application that automatically updates from the host server when updates are posted. Security and data encryption will be provided by mutually authenticated SSL between the vending terminal and the server.
- The solution should have the capability to provide pre-paid and Credit vending services over the internet/intranet. Customers should be able (should ELUNDINI Local Municipality wish to activate these options) to purchase prepaid Electricity either via the Internet or a cell phone.
- 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. Elundini Local
- Municipality's vending and credit management rules must still be applicable, and transactions must be made against the Elundini Local Municipality local vending system, not an offline copy.
- The system should cater for integration into vending mechanisms such as automatic cash handling machines, self-service terminals, and other third-party vending networks by providing an API specification to the alternate provider. The tenderer shall assist with integration testing.
- The solution shall be able to function on low-bandwidth requirements between remote vending points (credit dispensing units) and the central prepaid system (system master station) and optimized to run over networks (such as GPRS), with the maximum packet size being minimal and clearly indicated. GPRS/WIFI/ADSL/DIGINET connection points should be created on the ELUNDINI Local Municipal infrastructure to directly serve transactions on this type of network.
- The vending system shall cater for integration with the systems/applications in use. ELUNDINI Local Municipality uses Munsoft as the financial system. The nature of the integration catered for must include periodic bulk export/import of arrears balances/collections to/from the billing system.
- The service provider must indicate their approach to the requirements of mSCOA with respect to data exchange between systems.
- The system must cater for the storage of all information to comply with financial services regulations (e.g., the storage of all sales/vending transactions).
- The vending system will provide a web-based interface to allow for management functionality and reporting over the ELUNDINI Local Municipal Intranet and the 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 keeps up with updates from Microsoft. The currently deployed version of Microsoft Internet Explorer is IE8.
- Tamper monitoring and specific technologies to effect notifications in this regard should be catered for in the solution.

3.5 SYSTEM / OPERATION REQUIREMENTS

3.5. 1 GENERAL

1. The administrator(s) must have the option to link directly into the server from their offices, e.g., management, reports, etc. Maintenance staff must have the option to link into the system over a 3G data connection from remote locations to perform customer maintenance functions.

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

3. All current data on the current vending systems used by the municipality must be catered for on the proposed vending system. The last 3 years of data must be migrated into the proposed vending system from the current vending system.

3.5.2 ACCESS

It must be possible to allocate access rights in the system to 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 Elundini Local Municipality.

3.5.2 ARREARS

The vending system offered by the tenderer shall make it possible for the municipality to deduct arrears from money tendered by consumers to purchase prepaid electricity. The vending system must be able to define within the applicable arrears scheme and/or credit control policy of the municipality different arrears recovery categories/indexes. Within each category/index, the system shall allow for various recovery alternatives. This must be included and enforced in all Electricity dispensing strategies and/or systems, inclusive of third-party vending systems. The system shall allow for at least:

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

3.5.3 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.

3.5.4 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 online integration with a billing system where arrears balances are updated, and transactions are posted to the billing system in real-time.

3.5.5 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.

An Android smartphone-based engineering application must be provided. The application must allow for the issuance of engineering tokens and for field meter replacements with an audit trail including GPS coordinates.

3.5.6 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

3.5.7 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 Edition 2: IEC62055-41 Ed3, including Electricity 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.

3.5.8 VENDOR CREDIT MANAGEMENT

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

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

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

3.5.9 MESSAGES

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

3.5.10 REGISTRATION

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

3.5.11 VENDING

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

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

Free Basic Electricity must be issued to identified indigents based on the municipality's indigent policy. The indigent register is updated monthly, and the system must accommodate these updates monthly or as requested.

Free Basic Electricity tokens must be SMS' ed to those indigents who have registered mobile numbers immediately the new register becomes available. The tokens must also be available to the Indigent customers at all points of sale on request. Additionally, a USSD based service request must be available for the customers to request their tokens from their mobile phones.

3.5.12 SEARCH AND FILTER

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

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

3.5.13 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.

It should be noted that a Month Management Report is a mandatory requirement and samples of this must be submitted with the tender.

The standard reports required should include:

3.5.14.1 Standard operator reports

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

3.5.14.2 Standard consumer reports

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

3.5.14.3 Standard transaction reports

- List of transactions grouped by date between dates
- Sum of transactions grouped by transaction type and tariff
- List of credit and debit card transactions between dates
- Total Water bought between dates by the consumer
- Free issues between dates per meter
- Cheque List between dates
- Low purchases of Water over a specified period
- Total Water bought in the last 30 and 90 days
- Breakdown of consumers' purchase times between dates
- Balancing report of credit amounts used against physical transactions
- Reversals between dates
- Summary of all end-of-shifts for a user between dates
- All transactions for a meter between custom dates
- Arrears owed by the consumer
- Daily cash reconciliation report
- All transactions for an account between dates
- Low consumption report
- Indigent high purchase report
- Total sales by town
- Total sales by operator
- All transactions for one shift on one user
- Shift details for one user
- IBT customer purchase breakdown with graph
- IBT month sales analysis by Tariff Class

3.5.14.4 Engineering Reports

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

3.5.15 SOFTWARE

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

3.5.16 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 to avoid key changes when tariffs are changed, for instance, from an Indigent to a Domestic tariff.

3.5.17 BLOCK TARIFFS

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

3.5.18 VAT

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

3.5.19 SECURITY

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

3.5.20 ACCOUNT PAYMENTS

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

The solution should also allow for debtor payments and sundry payments if and when required by the Elundini Local Municipality. This functionality will allow and provide the municipality with the capability of collecting account payments, arrear amounts, and selling prepaid 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 debit and credit card payments and cancellation of payments (not tokens). Cancellation options must be linked to access rights.

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

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

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

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

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

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

3.5.21 VENDING AMOUNTS

For each workstation in a vending system, a list of predefined typical purchase amounts must be set up individually.

3.5.22 THIRD PARTY VENDING

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

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

The service provider should indicate the policy and 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 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.

3.6 TECHNICAL REQUIREMENTS

3.6.1 Workforce Management Tool

The Tenderer will provide an Android-based audit application downloadable from the Google Play Store, which utilises a phone's GPS and camera to record audit data, as well as referencing back to the vending system 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 must allow for job card functionality and the scheduling of audits and routes. The application must allow for online meter replacements and TID updates 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 updating their GIS system data. 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.

The Management Portal must store all audit evidence and must be easily accessible by the municipality's management team. Such audit evidence must include the audit findings, photos, and vending profiles. The audit evidence shall be exported into both Excel and PDF formats.

3.6.2 OUTPUT REQUIREMENTS

A minimum of the following outputs and outcomes is required.

- A full data clean up and mapping of all audited meters and customers in the field to the pre- payment and financial database of the municipality.

- Detailed GIS data indicating all findings in the field, Meter types, and customers not at home, and other additional key information will be required. The GIS field information forms part of the management console required for sustainable management.

- Detailed progress reports must be presented, coupled with feedback/monitoring reports on a weekly/monthly basis.

3.6.3 AUDIT PROCESS REQUIREMENTS

Below find a detailed schedule of the work functions required by the municipality.

3.6.3.1 SWEEP Audit plus TID Rollover Service

a) Full technical audit of an entire area's meters supervised by a licensed wireman including removing the meters and checking the installation.

b) Upstream load testing (of for example geysers / stoves on under "no meter load" conditions).

c) Recording of mandatory information related to each endpoint (linked to a spatial GPS coordinate).

d) Capturing high quality photo of installation and "front of house" to confirm addresses.

e) Sealing of the meters with municipality approved seals.

f) Performing the TID update if the meter is identified as a KRN 1 meter. See TID Rollover for details required in this process.

g) Importing the information into a central repository.

3.6.3.2 Targeted Audit plus TID Rollover Service

a) Full technical audit of specific statistically identified potential tamper / bypass prepaid meters supervised by a licensed wireman. Including removing the meters and checking the installation.

b) Upstream load testing (of for example geysers / stoves under "no meter load" conditions).

c) Recording of mandatory information related to each endpoint (linked to a spatial GPS coordinate).

d) Capturing high quality photo of installation and "front of house" to confirm addresses.

e) Sealing of the meters with municipality approved seals.

f) Performing the TID update if the meter is identified as a KRN 1 meter. See TID Rollover for details required in this process.

g) Importing the information into a central repository.

3.6.3.3 Remedial actions

a) Technical remedial meter disconnections of identified tamper/ bypassed prepaid meters carried out by a suitably qualified technician.

b) Technical remedial actions to remove tamper / bypass of identified tamper / bypassed prepaid meters carried out by a suitably qualified technician.

c) Recording important information related to each action.

d) Capturing photo of installation and importing the information into a central repository.

3.6.3.4 TID Rollover

a) Using the Management Tool, online identification of meters requiring updates.

b) Confirmation sign-off that there are no tokens outstanding by the customer.

c) Re-entry of the last five tokens purchased by the technician.

d) Perform the TID update with a key change token and enter a 0.1kWh test token

e) Automatic on-line update of the vending system meter record when the TID process has been completed.

f) Import the information into a central repository.

3.7 Data Ownership

All the information on consumers and related info in the databases will remain the

property of the municipality at all times and will not be disclosed as a whole or in part

to any third party without the express permission of the municipality. Any data archived and warehoused on behalf of the municipality shall be accessible at any time by the municipality or its appointed auditor.

3.8 Cost Methodology

The method of payment will be per successfully completed audit, TID update, or remedial action and separate rates will apply for:

- Sweep Audit
- Sweep Audit with TID
- Targeted Audit
- Targeted Audit with TID
- Targeted TID

3.9 IMPLEMENTATION AND COMMISSIONING

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

3.10 SYSTEM CHANGES AND ENHANCEMENTS

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

3.11 REVENUE PROTECTION

The Tenderer will provide an Android based audit application downloadable from the Google Play Store, which utilizes 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 synchronized 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.

The tenderer must provide for revenue protection services including the TID rollover in their proposal.

3.12 SYSTEM SITE VISIT/DEMONSTRATION

ELUNDINI Local 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.

3.13 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.

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

Contact with reference clients will be arranged through the tenderer, but ELUNDINI Local 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.

4. Material

- The appointed service provider will supply all materials to complete the project.
- All materials are to be in accordance with the Engineer's specifications and to the approval of ELUNDINI LOCAL MUNICIPALITY.

5. Meetings

It is envisaged that the service provider will be attending the following meetings at his own cost, should there be services required by the municipality to be provided by the service provider:

Meeting	Frequency
Site Inspection (Quality Assurance)	When Needed
Site Meetings	When Needed
Safety meeting	When Needed
Feedback meetings	When Needed

6. Recording of Tests / Compliance / Safety Data

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

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

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

6.4 If the inspections, tests, and analyses referred to in clauses 6.2 and 6.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

6.5 Where the supplies or services referred to in clauses 6.2 and 6.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests, or analyses shall be defrayed by the supplier.

6.6 Supplies and services which are referred to in clauses 6.2 and 6.3 and which do not comply with the contract requirements may be rejected.

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

6.8 The provisions of clauses 6.4 to 6.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof.

(a) Employer's Agent duly authorized to administer this Appointment and to whom all related correspondence and copies of invoices shall be addressed is:

The Project Manager

ATTENTION :

TEL :

FAX :

E-Mail :

(b) Original invoices to be sent to:

ATTENTION :

TEL :

FAX :

E-Mail :

(d) Payments:

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

1. DESCRIPTION OF WORKS

The project includes the following aspects:

The supply, delivery, installation, training, and commissioning of the most optimal vending solution for Electricity & Water STS meters, 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.

The successful tenderer will also provide a Revenue Protection service to eliminate the loss of revenue as a result of prepaid meter failure, tampering, and/or bypassing.

PRICING SCHEDULE

VENDING PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED **NB: Prices to be based on monthly third-party Electricity sales of R................, of which credit cards account for R.................. and R..................cash, over the counter sales of R.......................... and an active meter base of R................................ connections. Monthly number of FBE tokens for distribution – R.......................**

A 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 PHOENIX (FINANCIAL SYSTEM)	
1.3.1	FILE BASED INTEGRATION	
1.3.2	WEB SERVICES BASED INTEGRATION	
1.4	TRAINING COST PER 10 USERS	
1.5	STS6 TID IMPLEMENTATION COST	
1.6	Other	
1.7		
1.7.1		
(A) TOTAL FIXED PRICE (excl. VAT)		

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	Applicable License Fees	12		
3	Data Communication Cost	12		
4	Super vending Bank Credit Card Fees	12		
5	Super vending Commission: 3rd party vending sales	12		
6	Super vending Commission: Bank Cash Deposits	12		
7	Additional Fees (specify below)	12		
7.1	SMS of FBE tokens			
7.2	USSD delivery of FBE tokens			
TOTAL MONTHLY AND VARIABLE COST (EXCL VAT) YEAR 1				

B2 MONTHLY AND VARIABLE COST – YEAR 2

ITEM	DESCRIPTION	QUANTITY FOR TWELVE MONTHS	UNIT PRICE/PERCENTAGE (EXCL VAT)	TOTAL BID PRICE (EXCL VAT YEAR 2 (12 MONTHS)
1	Management/Hosting Fees	12		
2	Applicable License Fees	12		
3	Data Communication Cost	12		
4	Super vending Bank Credit Card Fees	12		
5	Super vending Commission: 3rd party vending sales	12		
6	Supervening Commission: Bank Cash Deposits	12		
7	Additional Fees (specify below)	12		
7.1	SMS of FBE tokens			
7.2	USSD delivery of FBE tokens			
7.3				
TOTAL MONTHLY AND VARIABLE COST (EXCL VAT) YEAR 2				

B3 MONTHLY AND VARIABLE COST – YEAR 3

ITEM	DESCRIPTION	QUANTITY FOR TWELVE MONTHS	UNIT PRICE/PERCENTAGE (EXCL VAT)	TOTAL BID PRICE (EXCL VAT YEAR 3 (12 MONTHS)
1	Management/Hosting Fees	12		
2	Applicable License Fees	12		
3	Data Communication Cost	12		
4	Super vending Bank Credit Card Fees	12		
5	Super vending Commission: 3rd party vending sales	12		
6	Super vending Commission: Bank Cash Deposits	12		
7	Additional Fees (specify below)	12		
7.1	SMS of FBE tokens			
7.2	USSD delivery of FBE tokens			
7.3				
TOTAL MONTHLY AND VARIABLE COST (EXCL VAT) YEAR 3				
TOTAL BID PRICE (A+B1+B2+B3) (Excl. VAT) – 3 YEARS				

C1 METER AUDITS AND STS6 TID ROLLOVER KEYCHANGES YEAR 1

ITEM	DESCRIPTION	QUANTITY PER MONTH FOR TWELVE MONTHS	UNIT PRICE/PERCENTAGE (EXCL VAT)	TOTAL BID PRICE (EXCL VAT YEAR 1 (12 MONTHS)
1	Sweep Audits			
2	Targeted Audits (90-day list)			
3	TID Rollover Key Changes			
TOTAL MONTHLY COST (EXCL VAT) YEAR 3				

C1 METER AUDITS AND STS6 TID ROLLOVER KEYCHANGES YEAR 2

ITEM	DESCRIPTION	QUANTITY PER MONTH FOR TWELVE MONTHS	UNIT PRICE/PERCENTAGE (EXCL VAT)	TOTAL BID PRICE (EXCL VAT YEAR 2 (12 MONTHS)
1	Sweep Audits			
2	Targeted Audits (90-day list)			
3	TID Rollover Key Changes			
TOTAL MONTHLY COST (EXCL VAT) YEAR 3				

C1 METER AUDITS YEAR 3

ITEM	DESCRIPTION	QUANTITY PER MONTH FOR TWELVE MONTHS	UNIT PRICE/PERCENTAGE (EXCL VAT)	TOTAL BID PRICE (EXCL VAT YEAR 3 (12 MONTHS)
1	Sweep Audits			
2	Targeted Audits (90-day list)			
TOTAL MONTHLY COST (EXCL VAT) YEAR 3				