



RAND WEST CITY
LOCAL MUNICIPALITY

RAND WEST CITY LOCAL MUNICIPALITY

BID NUMBER: RWCLM-2/001/2021/2022

Appointment of a service provider for online and real time prepaid electricity vending, revenue protection, ICT backend, metering and credit control management for a period of 36 months.

Name of Tenderer

.....

Address

.....

:

:

:

:

Tel. Number

.....

Cell number

.....

Fax number

.....

E-mail

.....

Total Bid Price Vat Inclusive

.....

Special conditions of contract and required documentation

The following mandatory documents must be submitted with the tender document and failure to submit either will lead to your submission being declared non-responsive:

- Prices must be valid for at least ninety (90) days from the closing date and must be inclusive of VAT if the bidder is a VAT vendor.
- A valid Tax Clearance Certificate and Tax Compliance status document with PIN from SARS.
- Proof of registration with the National Treasury Central Supplier Database (a bidder must attach CSD registration report with Supplier No. and Unique Code).
- Original BBBEE certificate, certified copy or a certified original copy of EME or QSE verified affidavit in the case of EMEs and QSEs. Failure to submit either will lead in the bidder scoring no points for BBBEE. Must be a consolidated certificate for Joint Ventures.
- Certified copies of Company Registration Documents and ID copies of company directors
- Completed MBD FORMS.
- A current municipal account statement reflecting the bidder is not in arrears for more than 3 months, lease agreement or SAPS affidavit stating that the bidder not obliged to pay municipal rates.

NB: No bids will be considered from persons in the service of the state.

BIDDERS SHOULD ALSO TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Rand West City Local Municipality Supply Chain Management Policy will apply.
- The Rand West City Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the bid in whole or in part.
- Bids, which are late, incomplete, unsigned, faxed or sent electronically, will not be accepted.
- The latest General Conditions of Contract and any Special Conditions of Contract will apply.
- The bid will be evaluated on local production content the minimum threshold as stipulated by the DTI in each designated sector will apply.
- For all procurement that exceed 10 Million, (all application taxes included) bidders must submit the audited annual financial statements for the past three years.
- The municipality reserve the right for appoint more than one service provider.

Failure to comply with these conditions may invalidate your offer.

Acknowledgement

Signature

Date



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	RWCLM-2/001/2020/2021	CLOSING DATE:	27 AUGUST 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR ONLINE AND REAL TIME PREPAID ELECTRICITY VENDING, REVENUE PROTECTION, ICT BACKEND, METERING AND CREDIT CONTROL MANAGEMENT FOR A PERIOD OF 36 MONTHS.				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS)

CNR Fedler and Second Street

Randfontein

1760

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:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED
REPRESENTATIVE IN SOUTH
AFRICA FOR THE GOODS
/SERVICES /WORKS OFFERED?

☐ Yes ☐ No
 [IF YES ENCLOSE PROOF]

ARE YOU A
FOREIGN BASED
SUPPLIER FOR
THE GOODS
/SERVICES
/WORKS
OFFERED?

☐ Yes ☐ No
 [IF YES, ANSWER PART B:3]

TOTAL NUMBER OF ITEMS
OFFERED

TOTAL BID PRICE R

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS
BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	SCM	CONTACT PERSON	Henk Botha
CONTACT PERSON	Cecilia Mofokeng	TELEPHONE NUMBER	011 411 0097
TELEPHONE NUMBER	011 411 0467	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Henk.Botha@randwestcity.gov.za
E-MAIL ADDRESS	Cecilia.Mofokeng@randwestcity.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. 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:

.....

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE ONLINE AND REAL TIME PREPAID ELECTRICITY VENDING, REVENUE PROTECTION, ICT BACKEND, METERING AND CREDIT CONTROL MANAGEMENT FOR A PERIOD OF 36 MONTHS.

Discussion

Rand West City Local Municipality hereby invites prospective suppliers to provide detailed and comprehensive bid for an Online and Real time prepaid electricity vending, revenue protection, ICT Backend, metering and credit control management for a period of 36 months.

Purpose

The purpose of these terms of reference is to engage the services of an established Service Provider to assist the Municipality to render Debt Management Service consisting of; Credit Control, Revenue Protection & Indigent Management to improve Revenue Collection and service delivery.

Compliance with Section 96 of the Municipal Systems Act, 2000.

The bid must outline how each solution will be implemented and managed which must be submitted under the following sections: -

- Section A –Prepaid Electricity Vending System
- Section B – Third Party Vending and Vendor Management
- Section C – Revenue Protection (proposals)
- Section D – Energy Balancing & Revenue Assurance Dashboard
- Section E – Supply, Delivery and installation of various electricity consumption meters
- Section F – Covers Bill of Quantities Section A, B, E
- Section G – Credit control management

The municipality intends appointing a single service provider that will provide all these services. It is therefore important to confirm your qualification as set-out in the technical specifications described below. It is also important to note that only original equipment manufacturers (OEM) will be considered with manufacturing and operations based in the Republic of South Africa (SABS Approved).

Compliance with Specification

The solution offered must be compliant with SABS 1524, the latest STS Specifications and SABS IEC 1036. The following standards contain provisions, which through reference in the SABS 1524 constitute provisions of this specification.

SABS 1524-1:1994	Single-phase electricity dispensing systems, Part 1: Electricity Dispensers.
SABS IEC 1036:1990	Alternating-current static Watt-hour meters.
NRS 009-4-2:1994	National electricity meter cards and associated numbering standards section two national electricity meter number. (Replacing MCI57).
MC 115	National electricity meter card specification for ED's (will be replaced by an NRS spec in future)
IEC 62055-41/51/52	Standard transfer specification edition 2, STS600-8-6 (fully back ward compatible with current installed meters)
ESKOM XMLVend 2.1	Eskom's specification for standardization of vending client/server protocols
NRS 009-1:1994	Electricity Sales Systems Part 1: Glossary system overview. Preferred requirements for applications in the electricity supply industry.

The prospective bidder must indicate in their bid how they will comply with specification set out in the tender.

- **NB: If the submission is from a single entity, they must meet all the requirements of this tender.**
- **If the submission is from a joint venture, the entity must meet all the requirements of the tender**
- **If the submission is from a consortium, then at least one of the members must jointly or separately meet all the requirements of the**

SECTION A: PREPAID ELECTRICITY VENDING SYSTEM

1. Scope

- 1.1** Supply, installation and maintenance of a Prepaid Vending and management solution used on-line technology to vend tokens in a secure and efficient way.

2. General

- 2.1** No bid will be considered unless accompanied by a full description and technical details of the solution offered. Any special features shall be detailed.

- 2.2 Only bidders who can offer a fully functional system, which can be demonstrated, will be considered.
- 2.3 Bidder's products must be **ISO 9001** certified, indicating that their products are compliant.
- 2.4 The system offered must run on the latest Microsoft Windows operating systems and applications, comprising a complete and fully functional prepayment vending and management system including all the operating and database modules needed to operate such a system.
- 2.5 The minimum hardware, software and communications requirements on which to run the system shall be specified for all the different components of the system and must be compatible with the RWCLM ICT environment.
- 2.6 The system shall provide for the following types of payment
 - Cash
 - Credit Card
 - Debit Card
 - Bank Transfer (EFT)
- 2.7 The system shall provide for the Electricity Base Support Services Token (EBSST)
- 2.8 The system shall vend on-line to all installed, existing and commissioned prepayment meters in the municipal area of supply.
- 2.9 All system functions shall be accessed via a user-friendly graphics user interface.
- 2.10 The prepayment meters shall accept all codes generated by the system to a valid meter and shall not reject the code generated.
- 2.11 The system shall have the ability to collect arrears from the consumer by leveraging the prepayment transaction according to a unique formula for each consumer.
- 2.12 The system shall be able to collect municipal account payments at the vending points. The system shall be capable of interfacing with the financial billing system of the municipality (currently MunSoft).
- 2.13 The system shall be able to track the history/location of a meter from the time it is delivered to the municipalities' main store, through other local stores and points of connection until it is finally scrapped.
- 2.14 The system shall be capable of interfacing with RWCLM's GIS and other 3rd party systems.
- 2.15 The system shall be operational on a 24 x 7 x 365 basis.

- 2.16 Identifying and resetting of pre-payment meters based on the old STS technology by means of generating and entering two (2) special tokens before 2024 on effected pre-payment meters.

3. Customer Reference

- 3.1 RWCLM may wish to contact one or more of your referenced clients during the detailed evaluation period. Please provide contact names and details of the individuals who should be contacted in this regard.
- 3.2 Please prepare your reference clients for this contact. All contacts with your reference clients will be arranged through yourselves, but RWCLM reserves the right to conduct these information-sharing sessions without representatives from your company being present.

3.3 Reporting System

- 3.3.1 The vending solution shall include a dedicated reporting environment that runs on proven reporting software.
- 3.3.2 RWCLM shall have access to a full set of online standard management reports.

3.4 Online Customer Contract Management

- 3.4.1 The system shall have the ability to perform online customer contract management via any standard web browser.
- 3.4.2 The following functionality shall be available via the online Customer Contract Management web application:
- Creating new Customers
 - Creating new Points of Connection
 - Updating Customer details
 - Updating Point of Connection details
 - Link Customers, Points of Connection, Meters
 - Perform Advanced Customer, Point-of-Connection and Meter data lookups
- 3.4.3 The system shall support multiple accounts (multiple Points-of-Connections) to be associated with a single customer.

3.5 Online Engineering Operations

- 3.5.1 The system shall have the ability to generate engineering tokens (Replacements, Clear Tamper, Clear Credit, Power Limit) online via any standard web browser.

3.6 Online Auxiliary Account Management

- 3.6.1 The system shall have the ability to manage customer specific auxiliary accounts online via any standard web browser. This functionality shall include the creation of auxiliary account categories and the definition of the account details such as account balance and collection type.

3.7 Online Asset Management

- 3.7.1 The system shall have the ability to receive bulk meters into a store location as well as the ability to move meters between locations online via any standard web browser.

3.8 Online System Configuration

- 3.8.1 The system shall have the ability for its system's parameters to be configured online via any standard web browser.

3.9 Online System Security

- 3.9.1 The system shall have the ability to define online users, user roles and user specific role processes online via any standard web browser.

4. Support, Installation & Commissioning

- 4.1.1 Tenders shall provide permanent **local (onsite) support**, as well as show the capability remotely (telephonically) to support the system

- 4.1.2 Remote support shall include an offsite backup and disaster recovery service through the mirroring of data on at least a weekly basis.

- 4.1.3 Tenders shall supply independent, documented proof to substantiate conformance to these aspects.

4.2 Data Model

- 4.2.1 The underlying data model used by the system shall be tested to conform to the standard of a so-called third generation system. This means that the data model shall be capable of the following:
- i. A Point-of-Connection shall be supported which is independent from a Location, Meter and Consumer.
 - ii. The tariff shall not be connected to a Meter or a Consumer, but shall rest with the Point-of-Connection.
 - iii. The data model shall allow for the definition of hierarchical Nodes in order to simulate a distribution network.

- iv. The data model shall allow for WGS-84 GPS coordinate definition with all locations.
- v. The data model shall accommodate, for enhanced management purposes, possible additional resources like water.
- vi. The data model shall accommodate meter reading for reading prepaid meters, and reconciling meter consumption with sales.

4.3 Integration and Interface Requirements

4.3.1 File based integration

The system shall be able to facilitate file-based integration via a purpose-built application. This application shall be able to extract or import data according to dynamically defined business rules. This application shall also be able to manage and track processed data, regenerated files and enable additional file layouts as required.

4.4 Geographical Information System

- 4.4.1 It is envisaged that a Geographical Information System will be linked/incorporated into the prepayment database in the future. The proposal should describe how the solution would cater for such GIS integration.
- 4.4.2 Certain data elements in the prepayment metering system must be able to store GPS coordinates as attributes. These include the location of a meter as well as the point of connection of a meter.

5. TID rollover

The service provider must supply a detailed plan for the deployment of the STS TID rollover. Options for deploying the two key change (before the year 2024) and other tokens and any challenges that may be faced during the process must be described. Additionally, letters from two municipalities where the service provider is actively updating meters must be supplied.

6. Vending Channels

6.1 The following vending channels shall be implemented

- i. PC Point of Sales
- ii. Mobile Point of Sales
- iii. Mobile Phone
- iv. Vouchers
- v. Consumer website
- vi. 3rd Party vending

7. System Software

- 7.1 RWCLM currently has a Microsoft Enterprise Agreement, therefore all Microsoft software installed on any RWCLM ICT hardware will be for the account of RWCLM. All Microsoft software installed on any RWCLM ICT hardware will be activated by RWCLM's ICT personnel.
- 7.2 The bidder shall provide and install the latest Microsoft Windows operating systems and applications and proprietary applications needed to operate the vending system and shall maintain and upgrade the software during the contract period.
- 7.3 All workstations to be provided with the latest Microsoft Office package.
- 7.4 They should provide that PC based software will revert to the RWCLM at the end of the initial contract period or in the event of contract breach. There will be no cost imposition.
- 7.5 The bidder shall be responsible for the migration from the current system to the new system.
- 7.6 The bidder shall be responsible for all licensing and upgrade cost during the contract period.
- 7.7 The bidder shall be responsible for the exporting/transferring of all data in a specified format if they should change to new software at the end of the contract period.
- 7.8 Should migration be necessary on the onset or during commissioning of the system, all cost is for the bidder.
- 7.9 The bidder shall provide training on all elements of the system for all the different user groups and vendors.
- 7.10 The bidder shall provide **on-site support and a 24 x 7 x 365** comprehensive support service and help desk for the contract period.

8. Arrears Recovery

- 8.1 There shall be a direct **interface with the billing system (currently MunSoft)** so that arrears collected can be posted directly to the relevant account either in 'Real Time' or via batch entry at a user selectable delay.
- 8.2 The details of all arrear amounts collected, and service accounts paid for the current transaction shall be individually listed on the transaction receipt handed to the customer at the point of sale.
- 8.3 Data should be imported directly from the financial information system where data will be managed to block and unblock consumers.

9. Data Ownership

- 9.1 All the information on consumers and related info in the databases will always remain the property of the Rand West City Local Municipality and will not be disclosed as a whole or in part to any third party without the express permission of the.
- 9.2 Any data archived and warehoused on behalf of the municipality shall be accessible at any time to the municipality or its appointed auditor.
- 9.3 A complete copy of the data with the complete access and applications as the active system (except that it is read only) must be loaded and updated daily on a server and storage area, assigned for that purpose, on the premises of RWCLM.

SECTION B: THIRD PARTY VENDING AND VENDOR MANAGEMENT.

1. Scope

The complete management of all contracted 3rd party vendors on behalf of the municipality.

2. Vendor Management

The bidder shall be responsible for the following:

- 2.1 Setting up guidelines for appointing and contracting with existing and prospective vendors and compiling of agreement/contracts. The guidelines and agreement to be approved by the Rand West City Local Municipality.
- 2.2 Advertising and information meetings with prospective and existing vendors.
- 2.3 Appointment of vendors and signing of contracts. The will determine the quantity of vendors per location as required.
- 2.4 Providing all the necessary hardware, software and communications equipment needed for the vendor to operate.
- 2.5 Providing training as and when necessary for the vendor or his appointed operators in order to operate the equipment and relevant software.
- 2.6 Providing the necessary consumables, e.g. Paper, printer carriage, etc.
- 2.7 Providing the routine and necessary maintenance, repair and servicing as is required to maintain the equipment.
- 2.8 Collection of all revenue from vendors as per agreement
- 2.9 Insurance against revenue loss.
- 2.10 Providing the necessary security measures for collecting the revenue if required.

- 2.11 To reconcile the revenue received from the vendors on a daily basis and provide the necessary credit to the vendor to continue vending.
- 2.12 Payment of any commissions owed to vendors.
- 2.13 Payment of revenue received (Prepaid & Auxiliary separately) directly in the municipalities account at predetermined times together with a reconciliation of said revenue.
- 2.14 Providing daily, weekly and monthly reports as required by the.
- 2.15 Provide audit reports.
- 2.16 Vendor's commission payable to the successful bidder will be included in the monthly fee of price per meter.
- 2.17 All existing handhelds terminals that are not compatible with the proposed vending and management system must be replaced on the cost of the successful bidder.

3. Support Services

The bidder shall be responsible for the following:

- 3.1 Providing the necessary admin and support staff to administer the vendors. The staff will be on-site and situated in Worcester.
- 3.2 Provide the office space to house the staff.
- 3.3 Provide a 24 x 7 x 365 support service for vendors.
- 3.4 The bidder may subcontract this service to a third party.

SECTION C: REVENUE PROTECTION (PROPOSAL)

1. Background

The RWCLM currently has an estimate of 60 000 pre-paid meters that will need to be audited monthly for the duration of the contract. A provision must be made for future growth of around 10% in the next 36 months.

2. Scope

- 2.1 The successful bidder will assist the RWCLM with customer data Management and provide a revue protection service to eliminate the loss of revenue for electricity (pre-paid and conventional meters) as a result of meter tampering and or bypassing.
- 2.2 It will comprise the provision of data management and rRevenue protection for the whole Municipal jurisdiction area which will include:
 - Data and revenue protection audits including targeted inspections;
 - Provision of a workflow management system;
 - Detailed revenue protection processes;
 - Data analysis and interrogation;
 - Provision of detailed reference database;
 - Customised Reporting;
 - GIS Field management console for all consumers;
 - Spatial analysis and Geographical presentations of all audits through GIS techniques;
 - Sectional Energy Balancing – consisting of strategic identification of candidate high loss areas, provision and installation of statistical meters, remote reading of said statistical meters and associated professional reporting.
- 2.3 Service providers must make use of the latest techniques and technologies when performing field audits and capturing of data, to eliminate human errors as far as possible. The use of Handheld Units (HHU) to capture field information and remote communication via GPRS is mandatory.
- 2.4 Respondents must have a proven experience track record for providing services of this nature and may be required to demonstrate their solution. Large power users
- 2.5 Respondents are encouraged to propose innovative revenue enhancement solutions including funding models for electricity infrastructure programs

3. Technical Specification

- 3.1 Full data clean up and mapping of all meters and customers in the field to the pre-payment and financial database of the RWCLM – (A List of Mandatory data to be captured from the field will be issued at the time of audits).
- 3.2 The use of a workflow management system to track and manage all work completed in the field, including the provision of on-demand KPI reports.
- 3.3 Detailed visual audit for both conventional and pre-payment meters, to identify all irregularities (tamperers, faulty meters, vandalism, partial bypasses, etc.). Each audited meter needs to be sealed with a bar-coded seal that is linked and tracked electronically against the customer record (mainly the meter and legal entity).

- 3.4 Detailed GIS Information system indicating all findings in the field, Meter types, and customers not at homes and other additional key information will be required. The GIS field information form part of the management console required for sustainable management.
- 3.5 Weekly detailed reports must be presented along with monthly feedback/monitoring reports.

The above services may also be expanded to all Large Power Uses (LPU) in future; thus bidders must be capable of servicing the LPU's as well.

4. Cost

- 4.1 The method of payment will be a monthly fee based on a percentage of the total monthly sales, depending on the service level agreement.
- 4.2 RWCLM and the bidder will enter into a service level agreement for a period of 3 years.

SECTION D: ENERGY BALANCING SOLUTION AND REVENUE ASSURANCE DASHBOARD.

The supplier must provide for a solution that will allow for virtual energy balancing around the low voltage (LV) supply transformers. This offering must include the following:

- Supply and installation of automated meter reading (AMR) ready check meter at transformer.
- Daily scheduled readings of check meter through general packet radio service (GPRS or relevant) connectivity
- Linking of all supply points to correct low voltage(LV) transformer and management of relationship in a central data repository
- Energy balancing calculation that clearly highlights the gap between the energy measured at transformer & the sum of the energy consumed at supply points. This gap will indicate the potential non-technical losses at specific transformer
- Meter balancing equipment and software should be compatible with other meter manufacturers and not only to one specific meter manufacturer.

Central Revenue Protection Database & System Integration

RWCLM requires a central data repository that will be able to accommodate all information captured during the field operations. This relational data repository must be designed around the concept of a **POD** (Point of Distribution) identified by a unique GPS coordinate.

The central data repository must be integrated to both the financial billing system as well as the pre-paid system. The integration solution must allow for regular scheduled updates from the

relevant systems to allow for the validation of meter readings and general changes related to field activities.

The software system(s) supplied towards both the field survey and work management solutions must be fully integrated to the central database.

The integration solution must be an electronic integration between the relevant databases allowing for automatic validation checks coupled with business rules to manage and control all record updates.

Integration must allow for connection between the central server and the relevant operational field offices where applicable.

The integration solution must allow for scheduled tasks to be automatically executed at off peak times to allow minimal impact with large data updates.

Revenue Assurance Dashboard

RWCLM requires a central Dashboard that highlights performance, exposes key trends and enables them to identify & investigate problem areas.

The supplier must be able to provide the municipality with performance indicators and the ability to execute analysis around specific performance results. The supplier must be able to illustrate Business Intelligence and reporting solutions, specific towards pre-payment data analysis.

The supplier should be able to deliver the following in terms of Business Intelligence and Reporting

- Financial Benchmarking and Vending Pattern Trend Analysis
- Intelligent Inspection lists based on Data Mining and Intelligent Analysis
- Energy balancing results between all metered LV transformers and linked supply points
- On demand spatial presentation of field findings and data mining results

The dashboard will be optimized to give the officials a view on all key indicators that may affect Revenue Assurance.

Architectural Considerations

The dashboard solution must meet the following architectural considerations

- The solution must be able to retrieve data from various external data sources. The design must be flexible to allow for fast updates when the details/design of an external data sources is updated or when a new data source is introduced.
- The presentation layers must be designed to address the specific needs of operational units. It shall be possible to modify the presentation layer views towards specific preferences. The presentation layer shall be flexible to allow quick modifications of the basic look and feel of the available outputs
- The data displayed on the dashboard needs to be refreshed on an hourly basis
- The dashboard shall allow for username & password authentication.

Revenue Assurance Overview & Energy Balancing Results

The term energy balancing in the context of Revenue Protection, refers to the output from a calculation to compare the electrical energy measured at a higher level node (distribution point), to the sum of the actual energy measurements (or calculated estimations) at all the child nodes connected to it, with the aim of highlighting technical as well as non-technical losses.

The Revenue Assurance Dashboard overview must highlight any potential losses as well as give the high-level results of the energy balancing calculations for a selected area or transformer.

The view must include the following:

- Breakdown of total energy consumed (or value of energy registered at vending system) for delivery points.
- Estimated loss% calculated from the energy balancing calculation.
- Losses trend over time for a selected group of meters
- Consumption trend over time for a selected group of meters
- Dashboard shall be able to display the relative risk potential of specific pre-paid metering endpoints based on their purchase patterns
- Solution shall be able to drill down into an individual metering endpoint and retrieve a data history on purchases, previous flags for inspection and historic inspection findings
- The user must be able to filter on the specific variables to analyse results

Spatial Extension

The dashboard solution will allow for a mapping extension that highlights the positions of the selected points on the project base map. The solution will optimize the legend of the points to highlight specific attributes. The design will allow the user to identify patterns and trends from the map view.

DELIVERABLES

At the conclusion of the assessment, RWCLM requires written documentation of the approach, findings, and recommendations associated with this project. A formal presentation of the findings and recommendations to senior management may also be required. Financing for the project.

N.B.... service providers are required to submit a detailed proposal for Revenue Protection for evaluation purpose, content to be covered in the proposal is as follows

- **Time frames: clear and definitive milestones**
- **Costing: clear details of the funding model**
- **Methods: a detailed project methodology**
- **Project plans: detailed project implementation until completion**
- **Experience: demonstratable experience that will be confirmed by the client**

SECTION E: SUPPLY DELIVERY AND INSTALLATION OF VARIOUS ELECTRICITY CONSUMPTION METERS

1.1 Overview of the Works

RAND WEST CITY LOCAL MUNICIPALITY intends appointing a service provide to supply deliver and install various electricity consumption meters to the stores department on as and when required basis for a 36 Months period, from the date of official appointment.

1.2 Extend of the Works

To supply and deliver to the RWCLM stores SABS approved consumption meters within the specified time frames.

1.3 Location of the Works

Delivery must take place to the Rand West Local Municipality Main store that is located on the corner of Fedler and Second Streets Randfontein.

1.4 Resources Required

Tenderers will be evaluated based on the previous similar experience of the bidder and adherence to the indicated specifications.

- (a) Relevant Tenderers Experience and Understanding of Municipal Environment
- b) Tenderers must demonstrate the capacity and capability that they will be able to carry out this assignment successfully.
- c) Tenderers must also demonstrate their understanding with regard to the Municipal Environment.
- d) RAND WEST CITY LOCAL MUNICIPALITY reserves the right to conduct site visits to previously completed projects in other Municipalities and or other relevant institutes.

1.5 Compliance with tender

The appointed service provider must ensure that the products are locally sourced and/or manufactured. The municipality requires all products to be delivered with a 12 Month warranty and a minimum of 15 Year operational life. The electricity consumption meters must comply with the following standards:

- SABS
- STS Edition 2
- SANS
- IEC

The municipality would expect that the bidder to provide samples within 2 weeks of request for the products to be field tested. The bidder must also make provision to provide on-site accredited training to the municipal staff and or contractors responsible for installing the meters.

2. SUPPLY DELIVERY AND INSTALLATION OF STAND ALONE (including SA 3 pin mains plug) CIU USING POWER LINE COMMUNICATION BETWEEN THE MCU AND CIU

S/N	DETAILS	UNIT	Parameters	Comply Yes or No
1	Manufacturer			
2	Type of meter		Standard alone PLC or RF CIU with SA 3 pin mains plug (Din rail)	
3	Connection type		SA mains 3 pin plug	
4	Communication interface (MCU to CIU)		G3-Power line or RF carrier, utilizing multicarrier OFDM technology or RF (radio frequency) Multi frequency	
5	Meter compatibility		Single and three phase	
6	Specification compliance		SANS 1524-1, IEC62055-31,41,52, EN50065-1	
7	Protective class		Double insulated class 2	
8	Environmental protection rating		IP54 (When installed in the base)	
9	Voltage rating: Nominal (Un)	V	230V	
10	Voltage range	V	170-288(±25%Un)	

11	Supply frequency	Hz	50±2Hz	
12	Power consumption in Voltage circuits (Burden – combined MCU+CIU)	W/VA	2W/10VA	
13	Operating temperature Range	°C	-25,+55°C	
14	Voltage impulse withstand	kV/μs	6Kv 1.2/50μs	
15	Backup batteries		2xAA Alkaline cells	
16	CIU dimensions	mm	120mm (L) x 105mm (W) x 39mm (D)	
17	Mains cable length (minimum)	m	1m	
18	CIU dimensions		Rate of consumption indicator (not for calibration purposes)	
19	Metering Modes.		Prepayment mode (display remaining credit)	
20	Meter sealing		Internal clip and sealing screw	
21	Nameplate Markings		To conform to IEC 60387 Part 1	
22	Meter display information (CIU & Optical port available)-short codes on the CIU		Available credit kWh or Rand value Low credit warning (audio & icon) Token accept/reject (audio & icon) Latch/contact status (icon) Last 15 credit tokens (STS) accepted (L)	
23	Smart meter		Time of use, two way communication, real time clock, load switch disconnect in the event that the load limit is exceeded post or prepayment modes, remote disconnect reconnection, event and fraud notifications when used with AMI (Advanced metering infrastructure)	
24	Meter logo		Factory Silk screen printing on meter should indicate property of RWCLM (Rand West City Local Municipality) on each meter	

3. SUPPLY DELIVERY AND INSTALLATION OF THREE PHASE SPLIT PRE-METERS USING POWER LINE COMMUNICATION OF RADIO FREQUENCY COMMUNICATION BETWEEN THE MCU AND CIU

S/N	DETAIL	UNIT	PARAMETER	COMPLY YES/NO
1	Manufacture			
2	Type Of Meter		Three phase 4 wire split meter with BS footprint	
3	Connection Type		3 phase 4 wire	
4	Communication Interface (MCU To CIU)		G3- Power line or radio frequency	
5	Specification Compliance		SANS 1524-1, IEC62055-31,41,52	
6	Meter Accuracy Class		Class 1 as per IEC62053-21	
7	Protective Class		Double insulated class 2	
8	ENVIRONMENTAL PROTECTION RATING		IP54	
9	CURRENT RATING: BASIC CURRENT (I _b)	A	5A	
10	Current rating: maximum current (I _{max})	A	100A	
11	Starting current	Ma	20	
12	Voltage rating: Nominal (U _n)	V	3 x 230V/400V	
13	Voltage range	V	170-288(±25%U _n)(Phase to neutral)	
14	Supply frequency	Hz	50±2Hz	
15	Meter constant (LED Flash rate)	Imp/k Wh	1000	
16	Power consumption in voltage circuits (burden – combined MCU+CUI)	W/VA	3W/10VA	
17	Operation temperature range	°C	-25,+55 °C	
18	Meter terminal layout		Asymmetric bottom connect	
19	Meter terminal nominal cable size (all terminals)	Mm	9.5mm diameter	
20	Insulation level	kV/μs	4kV rms for 1 minute	
21	Overvoltage withstand (Phase to neutral)	V	440Vac for 48hrs,600V DC for 1 minute	

22	Voltage impulse withstand	kV/ μ s	6kV 1.2/50 μ s	
23	Short circuit rating	kA	3kA	
24	Disconnection device	A	3 x Single pole bi-stable latch/contactor,100A	
25	External interfaces		IEC62055-52 compliant bi-directional optical port	
26	Meter dimensions	Mm	260mm (L) x 174mm (W) x 90mm (D)	
27	Applicable electronic meter interrogation software		Windows based software (Field support application)	
28	MCU indicators		LCD to display remaining credit kWh and meter status icons Rate of consumption indicator Communication status indicator Mains present indicator Load switch indicator Meter status/fault indicator	
29	Metering modes		Prepayment or post payment (switchable via STS token)	
30	Meter sealing		Internal clips and drilled through screws for metrology sealing	
31	Nameplate marking		To conform to IEC 60387 part 1	
32	Meter display information (CIU & Optical port available)- short codes on the CIU		Available credit kWh or Rand value Low credit warning (audio & icon) Token Accept/reject (audio & icon) Latch/contactor status (icon) Last 15 credit tokens (STS) accepted (LCD) Instant voltage per phase (Volts) Instant current per phase (Amps) Instant power per phase (Watts) Total consumption (kWh) Total reverse energy (kWh)	

			Import/export (icon) Number of credits tokens accepted (LCD) Total accepted credit (LCD) Consumption in the past 24 hours and past 30 days (LCD) Reason for last disconnect (LCD) Estimated time before disconnect (LCD)	
33	Smart meter		Time of use, two way communication, real time clock, load switch disconnect in the event that the load limit is exceeded post or prepayment modes, remote disconnect reconnection, event and fraud notifications when used with AMI (Advanced metering infrastructure)	
24	Meter logo		Factory Silk screen printing on meter should indicate property of RWCLM (Rand West City Local Municipality) on each meter	

4. SUPPLY DELIVERY AND INSTALLATION OF ESKOM DEFINED PASSIVE BASE FOR PLUG IN PRE – PAID METERS

S/N	DETAIL	UNIT	PARAMETERS	COMPLY YES/NO
1	Manufacturer			
2	Type Of Meter		Passive base for the Eskom footprint plug-in socket meter	
3	Connection Type		Eskom standard plug in socket unit	
4	Specification Compliance		SANS 1619, SANS 1524-1-1 (Base), SANS1524-1-2 (Surge Arrestor)	
5	ENVIRONMENTAL PROTECTION RATING		IP51 (individual), IP54(when meter installed in the base)	
6	Current rating: maximum current (Imax)	A	80A	
7	Voltage rating: Nominal (Un)	V	230V	
8	Voltage range	V	170-288 (±25%Un)	
9	Supply frequency	Hz	50±2Hz	

10	Operation temperature range	°C	-25,55°C	
11	Meter terminal layout		Eskom standard base plug in socket unit according to SANS1524-1-1 Line-live Load-live Line-neutral Load-neutral Earth (connected to line-neutral)-Y bar	
12	Surge protection		5kA/30kA According to SANS1524-1-2 Mounted between live-in-and neutral-in	
13	UL classification		ANSI/UL 94 classification V1	
14	Overvoltage withstand	V	440Vac for 48hrs, 600V DC for 1 minute	
15	Voltage impulse withstand	kV/ μ s	6kV 1.2/50 μ s	
16	Terminal sizes	Mm ²	Capable of holding 4mm ² to 16mm ² phase conductors	
17	Short time overcurrent	kA	2.5kA	
18	Earth terminal		The common base shall have an earth terminal, connected to the "Neutral Line" terminal, and shall allow a separate earth conductor connection at the "earth load" side. The terminal shall be caged clamp	
19	Base terminal	Mm	260mm (L) x 148mm (W) x 70mm (D – including blades)	
20	Nameplate markings		As per SANS 1619. In addition to the following (or similar wording) shall be clearly and indelibly marked LINE LIVE LEAD LIVE LINE NEUTRAL LEAD NEUTRAL LEAD EARTH	
23	Smart meter		Time of use, two way communication, real time clock, load switch disconnect in the	

			event that the load limit is exceeded post or prepayment modes, remote disconnect reconnection, event and fraud notifications when used with AMI (Advanced metering infrastructure)	
24	Meter logo		Factory Silk screen printing on meter should indicate property of RWCLM (Rand West City Local Municipality) on each meter	

5. SINGLE PHASE INTEGRATED PLUG IN PRE-PAID METERS IN THE ESKOM STANDARD FOOTPRINT

S/N	DETAIL	UNIT	PARAMETERS	comply yes or no
1	Manufacturer			
2	Type Of Meter		Single phase integrated meter with Eskom standard base interface	
3	Connection Type		Eskom standard plug in socket unit	
4	Specification Compliance		SANS 1524-1, IEC62055-31,41,52, EN50065-1	
5	Meter Accuracy Class		Class 1 as per IEC62053-21	
6	Protective Class		Double insulated class 2	
7	ENVIRONMENTAL PROTECTION RATING		IP54 (when installed in the base)	
8	CURRENT RATING: BASIC CURRENT (I _b)	A	SA	
9	Current rating: maximum current (I _{max})	A	80A	
10	Starting current	mA	20	
11	Voltage rating: Nominal (U _n)	V	230V	
12	Voltage range	V	170-288 (±25% U _n)	
13	Supply frequency	Hz	50±2Hz	
14	Meter constant (LED Flash rate)	imp/kWh	1000	
15	Power consumption in voltage circuits (burden – combined MCU+CUI)	W/VA	1W/10VA	
16	Operation temperature range	°C	-25,+55°C	

17	Meter terminal layout		Eskom standard base plug in socket unit according to SANS1524-1-1	
18	Insulation level	kV/ μ s	4kV rms for 1 minute	
19	Overvoltage withstand	V	440Vac for 48hrs,600V DC for 1 minute	
20	Voltage impulse withstand	kV/ μ s	6kV 1.2/50 μ s	
21	Short circuit rating	kA	2.5kA	
22	Disconnection device	A	Single pole bi-stable latch/contactator,100A	
23	External interfaces		DSP34-1635 type A interface (MC171 port)	
24	Meter dimensions	Mm	260mm (L) x 148mm (W) x 70mm (D- including blades)	
25	Applicable electronic meter interrogation software		Windows based software (Field support application)	
26	Meter front panel interface		Keypad (telephone style) 3 columns x4 rows – with backspace and enter key Keypad with white lettering on black background 7 segment LCD with 5	
27	Metering modes		Prepayment or post payment (switchable via STS token)	
28	Meter sealing		Sealing screws on the back & arrangement for sealing the CIU into the standard base with wire seals	
29	Nameplate markings		To conform to IEC 60387 part 1	
30	Meter display information- short codes on the meter		Available credit (kWh) Low credit warning (audio & icon) Token Accept/reject (audio & icon) Latch/contactator status (icon) Last 7 credit tokens (STS) accepted (LCD) Instant voltage (Volts) Instant current (Amps)	

			Instant power (Watts) Total consumption (kWh) Number of credits tokens accepted (LCD) Total accepted credit (LCD) Consumption in the past 24 hours and past 30 days (LCD) Reason for last disconnect (LCD)	
23	Smart meter		Time of use, two way communication, real time clock, load switch disconnect in the event that the load limit is exceeded post or prepayment modes, remote disconnect reconnection, event and fraud notifications when used with AMI (Advanced metering infrastructure)	
24	Meter logo		Factory Silk screen printing on meter should indicate property of RWCLM (Rand West City Local Municipality) on each meter	

6. SUPPLY DELIVERY AND INSTALLATION OF THREE PHASE SPLIT PRE-PAID METER USING POWER LINE COMMUNICATION BETWEEN THE MCU AND CIU

S/N	DETAIL	UNIT	PARAMETERS	COMPL yes or no
1	Manufacture			
2	Type Of Meter		Three phase 4 wire split meter with BS footprint	
3	Connection Type		3 phase 4 wire	
4	Communication Interface (MCU To CIU)		2 core non polarised communication cable	
5	Specification Compliance		SANS 1524-1, IEC62055-31,41,52	
6	Meter Accuracy Class		Class 1 as per IEC62053-21	
7	Protective Class		Double insulated class 2	
8	ENVIRONMENTAL PROTECTION RATING		IP54	
9	CURRENT RATING: BASIC CURRENT (Ib)	A	5A	

10	Current rating: maximum current (Imax)	A	100A	
11	Starting current	mA	20	
12	Voltage rating: Nominal (Un)	V	3 x 230V/400V	
13	Voltage range	V	170-288(±25%Un)(Phase to neutral)	
14	Supply frequency	Hz	50±2Hz	
15	Meter constant (LED Flash rate)	Imp/kWh	1000	
16	Power consumption in voltage circuits (burden – combined MCU+CUI)	W/VA	3W/10VA	
17	Operation temperature range	°C	-25,+55 o C	
18	Meter terminal layout	mm	Asymmetric bottom connect	
19	Meter terminal nominal cable size (all terminals)	kV/μs	9.5mm diameter	
20	Insulation level	V	4kV rms for 1 minute	
21	Overvoltage withstand	kV/μs	440Vac for 48hrs,600V DC for 1 minute	
22	Voltage impulse withstand	kA	6kV 1.2/50μs	
23	Short circuit rating	A	3kA	
24	Disconnection device		3 x Single pole bi-stable latch/contact,100A	
25	PLC Injection mechanism		Select per phase	
26	External interfaces		IEC62055-52 compliant bi-directional optical port	
27	Meter dimensions	mm	260mm (L) x 174mm (W) x 90mm (D)	
28	Applicable electronic meter interrogation software		Windows based software (Field support application)	
29	MCU indicators		LCD to display remaining credit and meter status icons rate of consumption indicator Communication status indicator Mains present indicator Load switch indicator Meter status/fault indicator	

30	Metering modes		Prepayment or post payment (switchable via STS token)	
31	Meter sealing		Internal clips and drilled through screws for metrology sealing	
32	Nameplate markings		To conform to IEC 60387 Part 1	
33	Meter display information (CIU & Optical port available)- short codes on the CIU		Available credit (kWh) Low credit warning (audio & icon) Token Accept/reject (audio & icon) Latch/contact status (icon) Last 15 credit tokens (STS) accepted (LCD) Instant voltage (Volts) Instant current (Amps) Instant power (Watts) Total consumption (kWh) Total reverse energy (kWh) Import/Export(icon) Number of credits tokens accepted (LCD) Total accepted credit (LCD) Consumption in the past 24 hours and past 30 days (LCD) Reason for last disconnect (LCD) Estimated time before disconnect (LCD)	
23	Smart meter		Time of use, two way communication, real time clock, load switch disconnect in the event that the load limit is exceeded post or prepayment modes, remote disconnect reconnection, event and fraud notifications when used with AMI (Advanced metering infrastructure)	
24	Meter logo		Factory Silk screen printing on meter should indicate property of RWCLM (Rand West City Local Municipality) on each meter	

3 Phase 3 Wire & 3 Phase 4 Wire Maximum Demand meter (110 Volt)

- **Specification:**

Accuracy:	Class 1,0
Voltage:	110 Volt, 50 Hz
Current:	2 x 1 or 5 Amps
Applicable standards:	IEC521, BS5685.1979

- **Scope:**

Designed to provide all the functions of measurement, Registration and multi-rate recording required for the metering of a balanced or unbalanced, single polyphaser feeder. Each meter must be completely self-contained in a single case containing all the necessary terminations. Forward and reverse kWh, leading and lagging kVarh, kVA, load profile, and maximum demand recording must be possible.

- **Programming Security:**

To enable programming or resetting of registers, meters must perform checks that verify that the programming is authorised.
The following must be password protected:

- Programming of meters
- Setting/resetting of time and date.
- Resetting of billing registers
- Changing of password

- **Real time clock and calendar:**

Meters must be provided with a crystal controlled real time clock that will not drift by more than ± 3.5 seconds per day over the full temperature range specified for the meters. The calendar must automatically cater for leap years.

- **Internal Battery:**

Meters must be provided with a back-up battery to support the clock and calendar in the event of a power failure. The battery must only support the clock and calendar. The battery must have a minimum life of ten years under normal operation and backup of five years in the absence of auxiliary power.

- **Auxiliary inputs:**

Two auxiliary inputs must be provided for resetting the integration period and end of billing period when meter are so programmed.

○ **Auxiliary outputs:**

Four programmable auxiliary outputs must be provided for synchronisation of other meters, indication of active tariff period and for energy management use.

○ **Display:**

Meters must be provided with liquid crystal displays. It must be possible to sequent display, with a manual stepping facility, at least 50 functions selectable from the following:

- Current time and date
- Current and historic billing register values including time and date of reset.
- Active tariff
- Programmed VT and CT ratios
- Diagnostic registers including battery age
- Display test pattern
- Instantaneous input voltages, currents, watts, vars, VA and power factor with an indication of which type quantity is being displayed.

The following two display modes must be possible, each separately programmable.

- Meter reader mode for meter reading purposes
- Engineering mode for service personnel use.

○ **Enhanced memory:**

Meters must be fitted with enhanced memory capable of recording four half-hour quantities for up to 40 days, for retrieval.

○ **Reverse running:**

The meter must be capable of measuring quantities in all four quadrants.

○ **Maximum demand:**

Maximum demand measurement must be programmable to kW & kVA.

Maximum demand measurement must be programmable to the block interval and thermal principle. Integration periods must be programmable to 15, 30 and 60 minutes.

○ **End of integration period:**

Must be programmable to be initiated by either of the following:

- Automatically by a timer
- An external signal via an auxiliary input.

○ **End of billing period:**

Must be programmable to be initiated by either of the following:

- Sealable push-button accessible from the front cover.
- Sealable push-button accessible from the front cover on command from the handheld unit/master station via optical communications port.
- An external signal via auxiliary input.
- Automatically at a specified time on specified dates, each date to consist of a day and month. A minimum of 12 dates (day and month) must be available.

Once an end of billing period reset has been done, it must not be possible to do another end of billing period reset until after midnight of the same day.

The meter must respond to whichever programmed reset signal is received first.

If automatic end of billing period is used and A.C. power supply fails for part or all of the specified day, then the reset must occur immediately following the return of the A.C. supply.

○ **Historical registers:**

At the end of each billing period all billing register data must be transferred to historical registers, which must retain the data for the four most recent billing periods.

○ **Time of use:**

Minimum requirements:

- Number of tariffs: 8
- Number of seasons: 2
- It must be possible to enter meter all tariff data, as well as the activation date for a future season.
- Number of tariffs periods per day: 3
- Number of day types per week: 3
- Number of exclusion days (public holidays): 12

It must be possible to change tariff tables on a batch basis by means of instructions programmed into the handheld unit/ master station.

- **Voltage and current transformer ratio:**

External VT and Ct ratios must be programmable.

It must be possible to configure meters to operate as primary or secondary meters.

Compensation for external VT and Ct errors must be programmable.

- **Sealing:**

Sealing facilities must be provided to seal meters in the normal manner.

- **Meter modem**

Modem should accept large cellphone sim card. Modem must be sealable and hidden inside meter compartment. Modem must be compatible with all cellphone networks.

- **External Antennae**

Antennae must be mounted on a magnetized base and should have an extension wire of at least 2 meters. All antennae must be plug and play. The purpose of the antennae is to improve the data sim reception.

Data concentrator and software

The data concentrator must be compatible with all the proposed new smart meters. The communication will be via wan to the head end system or relevant. The data concentrator will enable the following features:

- Extensive e-metering load switch control functions,
- Remote connect or disconnect functions,
- Time of use
- Real time clock
- Event trigger and fraud.
- Usage and tamper monitoring on all linked meters.

The proposed data concentrator must include all software, hardware and training to operate the system effectively

SECTION F COVERS THE BILL OF QUANTITIES FROM SECTION A, B, E**BILL OF QUANTITY****SECTION A - VENDING SYSTEM AND SECTION B - THIRD PARTY VENDING
AND VENDOR MANAGEMENT**

Description	Price Explanation	Percentages
Section A – Vending System	Please indicate as percentage charged of an annual turnover of R200 000 000.00 in electricity sales as a base price to be used for comparison	
Section B – Third Party Vending and Vendor Management	Please indicate as percentage charged of an annual turnover of R200 000 000.00 in electricity sales as a base price to be used for comparison	

The Rand values stipulated in the bill above are for evaluation purposes only.

RWCLM requires a single supplier that meets the specifications of all 5 sections and supplies all the services related to all 5 sections. Only bids providing pricing for all five sections will qualify (NON-COMPLIANCE WITH THIS WILL RENDER THE SUBMISSION NON-RESPONSIVE).

Commencement and completion dates per Section	Commencement Date	Completion Date
Section A		
Section B		
Section C		
Section D		
Section E		

BILL OF QUANTITY**SECTION C SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS
ELECTRICITY CONSUMPTION METERS**

(**SABS** approval of all meters is compulsory, and proof thereof must be included as an attachment.)

BILL OF QUANTITIES YEAR ONE					
Item	Description	QTY	Supply only	Supply and installation	Remove existing conventional or prepaid meter and replace with new smart meter
Subsection 1	<u>PREPAID METERS</u>				
1.1	Integrated single phase smart Prepaid Meters without base Plate (20-100A, 230V-50Hz with tamper switch)	10	R	R	R
1.2	Integrated three phase smart prepaid meter (20-100A, 230V-380V 50Hz with tamper switch)	10	R	R	R
1.3	Common Base plate (Complete pre- paid meter base plate)	10	R	R	R
1.4	Split Single Phase PLC or RF MCU Multi frequency (Smart Meter Control Unit) (20-100A, 50Hz din rail)	10	R	R	R
1.5	Split Single Phase PLC or RF Multi frequency Keypad retro fitted to fit existing common base	10	R	R	R
1.6	Split Single Phase PLC or RF keypad with 3 pin 15amp plug. Multi frequency (must work on both the single phase and three phase PILC meter, also battery backup is required)	10	R	R	R
1.7	Split Three Phase PLC or RF smart meter MCU Multi	10	R	R	R

	frequency (20-100A, 220-380V, 50 Hz with tamper switch)				
TOTAL AMOUNT		R	R	R	

The quantities stipulated in the bill above are for evaluation purposes only. Suppliers are allowed to price per section for the items they wish to supply and install/replace. **Each item, per section must however be priced. Failure to adhere to this will lead to disqualification from this tender.**

Item	Description	QTY	Supply only	Supply and installation	Remove existing conventional or prepaid meter and replace with new smart meter
Subsection 2	<u>CONVENTIONAL KWH AND KVA BULK METERS</u>				
2.1	Single phase kWh meter (drum type display) (230V, 20-100A, electronic meter)	10	R	R	R
2.2	Three phase kWh meter (drum type display) (230V-380V electronic display)	10	R	R	R
2.3	Three phase c.t demand meter 5Amp (drum type display) 230V-380V 5A electronic meter	10	R	R	R
2.4	kVA/ bulk meter 3 x 1A; 5A multi-function, 4 wire meter 63.5 – 400V 50Hz meter	10	R	R	R
2.5	Sim card modem for wireless communication to fir inside kVA meter	10	R	R	R
2.5	Optional external antennae for modem to improve connection (2 meter extension)	10	R	R	R

TOTAL AMOUNT	R	R	R
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BILL OF QUANTITY
SECTION D SUPPLY, DELIVERY AND INSTALLATION OF VARIOUS
CURRENT TRANSFORMERS

Item	Description	QTY	Supply only	Supply installation and	Remove existing conventional or prepaid meter and replace with new smart meter
<u>Subsection 3</u>	CURRENT TRANSFORMERS (50mm² centered cable way)				
3.1	100/5 Current transformers	3	R	R	R
3.2	150/5 Current transformers	3	R	R	R
3.3	200/5 Current transformers	3	R	R	R
3.4	250/5 Current transformers	3	R	R	R
3.5	300/5 Current transformers	3	R	R	R
3.6	350/5 Current transformers	3	R	R	R
3.7	400/5 Current transformers	3	R	R	R
3.8	450/5 Current transformers	3	R	R	R

3.9	500/5 Current transformers	3	R	R	R
3.10	550/5 Current transformers	3	R	R	R
3.11	600/5 Current transformers	3	R	R	R
3.12	650/5 Current transformers	3	R	R	R
3.13	700/5 Current transformers	3	R	R	R
3.14	750/5 Current transformers	3	R	R	R
3.15	800/5 Current transformers	3	R	R	R
3.16	850/5 Current transformers	3	R	R	R
3.17	950/5 Current transformers	3	R	R	R
3.18	1000/5 Current transformers	3	R	R	R
TOTAL AMOUNT			R	R	R

The quantities stipulated in the bill above are for evaluation purposes only. Suppliers are allowed to price per section for the items they wish to supply. **Each item per section must be priced. Failure to adhere to this will lead to disqualification from this tender.**

BILL OF QUANTITY
SECTION E SUPPLY, DELIVERY AND INSTALLATION OF DATA
CONCENTRATOR

Item	Description	QTY	Supply only	Supply installation only	and unit	Supply and installation of software to run AMI.
Subsection 4	DATA CONCENTRATOR					
3.1	Advanced metering infrastructure unit (AMI)	10	R	R		R
TOTAL AMOUNT						

Summary:

Section A – Vending System				%
Section B – Third Party Vending and Vendor Management				%
PRICE PER SUBSECTION				
Subsection 1	R	R	R	
Subsection 2	R	R	R	
Subsection 3	R	R	R	
subsection 4	R	R	R	
Total price for all sections	R	R	R	

The total price for supply and installation only, must be carried over to the front page of this document

All prices must include V.A.T.

Note: Any other items not listed here will be procured at market related prices based on three (3) quotations and/or cost plus 10%.

The quantities stipulated in the bill above are for evaluation purposes only. Suppliers are allowed to price per section for the items they wish to supply. **Each item, per section must be priced. Failure to adhere to this will lead to disqualification from this tender.**

Please note that the maximum delivery period for any order will be 6 weeks' failure to deliver the meters on time will result in penalties being levied against the invoice. The penalties will be as follows:

1. One week late will result in 5% being deducted of the final invoice.
2. Two weeks late will result in 10% being deducted of the final invoice.
3. Three weeks late will result in 15% being deducted of the final invoice.

Please note that electricity prepaid is a key revenue generator for the municipality hence the strict delivery guideline and requirements.

SECTION G – Credit control management

1. Strategic Objectives of the Project

The strategic objectives of this project are to introduce systems and manage all processes and procedures supported by customized software for:

- 1.1. The operational management of credit control processes (in line with the Municipality' Credit Control and Debt Collection Policy), procedures and field actions as well as the appointment, management and performance of the field action technicians
- 1.2. The operational management of all Credit Collection activities against all metered service connections, water and electricity.
- 1.3. Assistance with revenue collection by sending out account balances as well as reminders of the due date, pending credit control actions, etc. (SMS).
- 1.4. The management of the Indigent Management process and related actions to establish and maintain an authentic Indigent Register
- 1.5. The operational management of any other credit collection related processes that may be required from time to time
- 1.6. Reduce tampering of service installations by the installation and maintenance of water securing devices.
- 1.7. Reduce levels of illegal connections and enhance revenue for the municipality by ad-hoc installation of restrictions devices in line with relevant policies of the municipality

2. Scope of Work

The scope of work will cover the following main items, but may not be limited to these items:

- 2.1. Operational management of credit control processes, procedures and field actions

The tenderer should have all the resources and materials necessary to discharge or execute the Credit Control Functions in line with the municipality' credit control and debt collection policy.

- Sending SMS notifications for account balances and other credit control related actions
- The printing and delivery of Final Warning Notices for accounts in arrears (all account types)
- Setting up an off-site operating office for the management of all credit control interventions.
- Implementing a management system to enforce policies, manage resources and different levels of work allocations effectively and efficiently.
- Maintaining the relevant databases required for all actions to ensure data integrity.
- Execute credit control actions according to the approved technical specifications, with the use of handheld devices for all actions.
- Provide outcome of delivery of all Notices with photographic and GPS coordinates
- Electricity Disconnection Level 1:

Instructions to disconnect the supply cable from the breaker, bent and seal it with a cable-tie and a proper seal.

- Electricity Disconnection Level 2:
The circuit breaker is removed, properly tagged and securely stored for when reconnection is required.
- Remove installation permanently (RIP)
This action requires for the removal of the entire electricity supply connection up to the furthest point of supply.
- Water Restriction:
An instruction to restrict the water to a residential consumer with a flow-restricting device.
- Water closure:
An instruction to close or terminate the entire water supply to a business and install a securing device.
- Conducting Final Notices & Illegal Consumption Inspections (ICI's), using Handheld Devices.
Information must be kept and uploaded electronically. If found tampered, a follow up credit control action should be scheduled automatically.
- Setting up direct communication links between the operating office system and the Municipality's financial debtor system.. Configuration of own system to enable electronic uploads of files for execution.
- Training, instructing and managing technicians for credit control related tasks.
- Managing daily schedule of work.
- Monitoring field operations.
- Compliance with all terms of the Service Level Agreements.
- Quality Control (administrative, technical, inspecting, testing, field action inspections)
- Daily real time recording and capturing of field information as and when actions are executed onsite.
- Establish and operate a project store for water restrictions, water fitments, electrical wires, cables, circuit breakers, job cards, etc., especially for audit purposes.
- Coordinate progress meetings at different levels.
- Reporting at agreed intervals.
- Executing ad-hoc service delivery related tasks, including functions in terms of Agreements on the Service delivery Process
- The management of unsuccessful actions where credit control actions could not be performed and where meter readings cannot be obtained by the municipality's meter readers, by technically rectifying and marking the identified services installations.
- Implement OHS-Act accommodative best practices.
- Management of the By-Laws enforcement process, if applicable. This includes provision of all supporting documentation in defense of or in a litigation process.
- Management of Final Readings and New Service Agreements

- Cut-off of the electricity supply
- Take water and electricity readings where applicable through handheld devices for record and audit purposes.
- Printing and delivery of all service notices
- Supply and delivery of all credit control related materials for restoration of supply
- Reconnection of services
- Provision to be made by Service Provider for safety of own personnel in execution of work allocated.

2.2. Use a software system compatible to the Municipality's debtor system to send reminders to client of their accounts' due date. See Required Functionality of the Software system

2.2.1. The management of the Indigent Management process and related actions to establish and maintain an authentic Indigent Register

- Identify implement and input into current Policy and procedural guidelines for Indigent Management in line with the existing legislative framework that guides the functioning of local government;
- Implement management systems to enforce policies, manage resources and work allocations for Indigent Management.
- Setting up communication links between the Indigent Management operating office and the Municipality billing system.
- Undertake a capacity building and training programme for staff associated with Indigent Management Programme.
- Prepare and implement a comprehensive communication programme for the Indigent Management Programme to fit in with the Municipality overall community liaison programme;
- Supply infrastructure and resources (i.e. Office space accessible by foot from the Civic Centre, telephones, furniture, printers, computers and systems compatible to the Municipality's financial systems. etc.) where from the service provider will plan, administer, manage, control and report on the Indigent Management interventions. Where the successful bidder chooses to occupy municipal premises, such premises may be made available at a negotiated monthly cost.
- Supply operational capacity (i.e. tools, vehicles, etc.)
- Provide a comprehensive project proposal, an implementation plan and a financial proposal for the execution of the project.
- Manage and maintain an Indigent Register for the Municipality.
- Manage the provision of FBE services to all Indigents on the Register in line with the promulgated Indigent Support Policy of council.
- Report on the programme to the municipality.
- Develop and implement an Indigent Management Exit Plan.
- To provide employers address of an applicant or employers address of dependents(s) (if applicable).
- Verification of telephone or cell numbers.
- Provide information about business relations of Indigent Subsidy Applicants (if applicable).
- Provide bank information of an applicant and dependents(s) (if applicable).

- To inform the municipality if there is a change in the socio economic status of the applicant through regular status reviews.
- Verify the dependent(s) status (if applicable)
- Verify the indigent status of all co-owners
- Verify the financial capacity of the indigent applicant through various Credit Bureaus and other related sources.
- Perform site visits of the applicant premises to assess indigent eligibility through the use of field workers.
- Maintain proper record and storage of all finding and assessments of indigent eligibility for audit purposes.
- Provide system necessary to communicate outcome and status of Indigent applications to applicants
- Investigate all allegations of mistrust and recommend imposition of relevant penalties as in line with the municipality' Indigent Support Policy.

2.3. Render a Professional Service on an ad hoc basis on the following:

- Debt book analysis to assess collectability and make recommendations where necessary
- Arrears Collection strategy and relevant by-laws
- Implementation of Credit Control and Debt Collection Policy
- Implementation of Indigent Support Policy
- Pre-collection processes

2.4. Data Enrichment and Financial Profiling:

2.4.1. Collectability Study

Provide an online system whereby the Municipality can determine the risk to pay for services rendered and implement measures such as the installation of pre-paid water meters. It is also used to determine collectability of arrears versus cost to collect.

2.4.2. Data enrichment of the debtor's personal information

This process entails extracting data from the Debtor's Management System and utilizing the validated ID Number to obtain the following:

- Recent Contact Numbers – Home, work and cell phone number
- Addresses – postal and physical (not necessarily the same physical address as stated in the FMS of the Municipality)
- Deceased status
- Possible Indigent status and lack thereof
- Liquidated/Insolvent debtors' statuses

2.4.3. Continuous Customer Data Base Management

After data enrichment the data base should be managed and maintained by verifying all accounts on a monthly, quarterly, bi-annually or annually basis to check for change in classification and contactability

2.5. Revenue Enhancement

Provision of a quotation basis an on-site team to:-

- Extract Financial Management System consumer and billing information, and analyze according to agreed-upon criteria;
- Identify anomalies relating to completeness of revenue information such as rates, valuations, refuse, water and electricity meter consumption usage and accuracy of readings;
- Produce exception reports detailing anomalies for adjustment and correction;
- Ensure exceptions reports (adjustments and corrections) are accurately and timeously executed;
- Monitoring and reporting thereon in the form of a dashboard and spatially;
- Allow for an auditable record of all recommended adjustments and corrections;
- Reviewing of revenue management policies and procedures;
- Assess current billing methods and procedures and recommend standard operating procedures where necessary;
- Review processes within Technical and Town Planning sections to report on flow of information to Finance regarding new developments and property transfers, i.e. completeness and accuracy thereof;
- Reconciliation of the Valuation roll and all subsequent Supplementary rolls against the Financial Management System and recommending adjustments;
- Comparison of Financial Management System consumer information against external data sources such as Deeds for example to reconcile values, land usage and consumer details;
- Review of tariffs;
- Identification of revenue enhancement opportunities;
- Training and skills transfer; and
- Quality assurance of the general and supplementary roll valuation processes.
- Supply and maintain a query and workflow management system compatible to the municipality' FMS

2.6. Maintenance and repair of metered services installations

2.6.1. Tamper detection and solutions

- Supply water restriction and adjustment securing devices
- Solutions for secure enclosures for electricity installations
- Procurement of infrastructure related meters & material based on the specifications of the municipality on an as when required basis

3. Supply and Maintenance of a Query and Workflow Management System

The successful tenderer shall supply and maintain a query and workflow management system that manages the entire credit control & debt collection and indigent management processes. The core system must be able to generate and report on all revenue enhancement and revenue protection related tasks and results and will manage the entire process. The system must be web based. Required Functionality of the Workflow Management Software/System	Statement of Compliance (Yes/No)
The system must be a web based workflow management system. The system must also be a singular system working off a single database with compatibility and links to the municipality Financial Management System (FMS)	
Schedule various credit control actions according to the approved Credit Control and Debt Collection Policy. This will include, but not limited to electricity/ water restrictions/ disconnections/normalizations, illegal consumption inspections as well as other ad hoc actions	
Schedule and allocate tasks for various system users from different related departments.	
Allow to upload of supporting documents (All formats, pdf.jpeg, etc) received for application by prospective indigents.	
Provide and allow for regular reviews of Approved Indigents on the Municipal Indigent Register	
Provide secure and untampered audit trail of new, pending and completed tasks and activities. Ability to notify applicants of the status of the application at every review and signoff point.	
Provide for remote backed-up storage of data	
Must be easily integratable with other systems e.g. debtor system to obtain arrears and payments data and to transfer credit control levies upon successful completion of actions, prepayment services management system (Integration can be achieved with the transfer of data in various formats, including .csv format)	
The system should verify payment status on an account before physical credit control or debt collection actions are performed.	
Information must be kept and uploaded electronically to the municipal billing system and must seamlessly communicate with the municipal system	
Reporting must be real time and the system <u>may</u> be hosted on the municipality's intranet so that it is easily accessible but must also be available on the internet should the municipality wish to access it	

after hours. The system must be accessible from various platforms i.e. desktop (via fixed line), cell phone, 3G
The software should have strict security measures in place linking people to roles and then to certain rights such as reports and reconnections. High security is an absolute requirement.
The system must be flexible i.e. able to handle ad hoc and special requests by the municipality.
Ability to send short messaging (SMS's) to consumers regarding their account status (credit control - , notification that consumer is in arrears etc.), messages to the public as per wishes of the municipality (campaigns, request to apply as an indigent etc.). The system should allow for two way communication and tracking of communication with consumers.
The system must easily integrate with GIS system of the municipality where available.
Management of actions which could not be performed and need intervention from the municipality.
The system must keep track of all actions for a consumer since entering the credit control process and have a full audit trail of activities with supporting documentations such as pictures and GPS coordinates, etc.
The system must allow for the printing of notices and the uploading of information to/from handhelds on an online basis.
Must allow for the functionality to record material used i.e. removal of devices for stock control purposes, etc.
To assist Municipal staff to electronically instruct a services reconnection as well as the system to send this message to the field contractor automatically
Provide real time reports on the rand value of the reaction for the consumer for cash and separately for instalment/ arrangement for each of the following: ➤ The number of consumers reacting to the SMS/ Final Demand Notices as well as the rand value of the reaction and the levies billed. ➤ The number on consumers reacting to different levels of electricity/ water restriction/disconnection actions as well as the monetary value of this reaction and the levies billed. ➤ The number of consumers reacting to the Ad Hoc actions as well as the monetary value of this reaction and the levies billed ➤ The total rand value of all the reactions

Reporting

The Municipality (and its various departments) must be updated on a regular basis of any development requiring action or attention by the municipality. Such updates include;

- Successful and unsuccessful actions
- Accounts referred for follow up actions
- Report on levies, cash and arrangements
- Reports on debt recovered
- Executive overview and critical aspects of the project
- Quantity of all credit control actions received and executed.
- Revenue Enhancement and Protections report on all activities executed.
- Stock Level report: Stock information per item of start quantities, issued, received and stock balance
- Indigent Applications received and acknowledged
- Indigents application status report
- Report of pending applications and tasks at which signoffs are pending or completed
- Communications reports and delivery confirmations

4. Office Space

The Successful Service Provider will be expected to establish an Operations Centre off site of the municipality' premises, which must be fully functional within 30 days from date of award.

The total cost to establish the Operation Centre, furniture, telephones, equipment, staff and any other resources will be borne by the Service Provider.

5. Facilities and Equipment Requirements

All facilities, equipment and consumables are to be provided by the Successful Service Provider at his own office on his own costs, including but not limited to:

- Computer workstation(s) suitable to handle the data and communication volumes required.
- Communication equipment to establish data communication with the Municipality for the required import, export and validation of information into the financial system.
- Digital/Laser Printers for the printing of instructions and/or notices such as the Final Notices, disconnection notices and any other documentation for the successful delivery of the mandate.

- Document scanners for documents upload
- Appropriate vehicles, equipment (Including GPS's and Hand Held devices) and tools at own cost.
- The restriction devices will be supplied/procured by the Municipality
- Vehicles and staff to be clearly marked/identifiable. The Rand West City Local Municipality may not be used for vehicle and PPE for staff of the service provider.

6. Previous Experience and Functionality

The Tenderer shall submit with his tender full verifiable details of previous experience similar to the services specified in this document. (Both management and actual performance of actions)

Tenderers will be required to provide a demonstration of their Workflow Management System. The system will be evaluated based on the specifications provided.

Failure to do so or failure of the system to perform all actions as required will render the tender non-responsive.

7. Estimated Volume of work

7.1. Credit Collections and Debt Management

Property count as per Valuation Roll

Category	Number of Records
Agricultural	2,216
Business and Commercial	4,131
Government	6,297
Residential	35,295
Vacant Land	735
Grand Total	48,674

Metering Data Extracts

Detail	Electricity	Water	Grand Total
LPU	1,031		1,031
RESIDENTIAL	21,180	25,072	46,252
BUSINESS	3,336	3,123	6,459
MUNICIPAL	622	253	875
GOVERNMENT		136	136
Grand Total	26,169	28,584	54,753

Indigent Management

Region	Volume
Randfontein	5,831
Westonaria	2,363

SCORE SHEET

- Bidders need to indicate the expected price escalation linked to an industrial specific table
- Bidders are to attach their formal safety rating in terms of the OHS act.
- The successful bidder/s will be expected to give training to Municipal employees responsible for installing the electricity consumption meters.
- Prices will be fixed for the first 12 months of the contract, price escalations will be considered in year 2, and year 3 of the contract, upon entering negotiations with the municipality and approval from the Municipal Manager.

DISQUALIFYING FACTORS

- Bidders to complete the pricing schedule per section in full. Failure to do so will be regarded as **NON-RESPONSIVE**.
- Bidders should attach a copy of the SABS approval for their proposed product. Failure to do so will be regarded as **NON-RESPONSIVE**.
- Bidders will be allowed to price only on the section of their choice. The individual sections must be priced in full. Failure to do so will be regarded as **NON-RESPONSIVE**.

Name of Tenderer..... Date:

Signature..... Position.....

Full name of signatory:

Note the following, should a tenderer obtain a score below the specified minimum points required in any of the criterion A, B, C, D, E or F they will be rejected and not considered for the next phase of evaluation which is price scoring. In addition, failure to score the total minimum 120 of points out of 177 points will also lead to non – compliance and bidders will be rejected after this phase and not continue for price scoring

EVALUATION CRITERIA				
	<u>CRITERIA A: PREPAID VENDING</u>	Minimum threshold	Max points	Points scored
Product ownership	Ownership of STS- edition 2, STS600-8-6 compliant prepaid electricity vending system, servicer provider must include STS certificate. <u>Must be in the name of the company certified by SABS</u> ✓ STS- edition 2, STS600-8-6 certificate to be provided ✓ Attach agreement for outsourcing contract or ownership Ownership = 20 Outsourcing or subcontracting = 10 None = 0	10	20	
	<u>CRITERIA B: COMPANY EXPERIENCE</u>			
Previous Experience	Proof of certified appointment letters from Municipalities or Government entities with corresponding stamped reference letters. All attached letters must be certified and be stamped originals. • Three (3) appointment and reference letters = 5 points • Six (6) appointment and reference letters = 10 points • Seven (7) appointment and reference letters = 15 points • More than seven > appointment and corresponding reference letters = 20 points	15	20	

CRITERIA C: REVENUE PROTECTION PROPOSAL				
Proposal	Service providers are required to submit a detailed proposal on revenue protection, proposals should touch base on the following • Time frames (clear and definitive milestones) = 5 points • Costing (clear details of the funding model) 5 points • Method (a detailed project methodology) = 5 points • Project plans (detailed project implementation plan) =5 points • Experience (demonstratable experience) = 5 points	20	25	
CRITERIA D: SUPPLY DELIVERY AND INSTALLATION OF VARIOUS ELECTRICITY CONSUMPTION METERS		Minimum threshold	Max points	Points scored
1. Project leader/manager with experience in similar projects for Government institutions (Attach 2-page CV with certified qualifications)	3-5 Years' experience (5 Points) 6-7 Years' experience (10 Points) 8-9 Years' experience (15 Points)	5	15	
2. Approved organogram of support staff	1 to 6 employees (3 Points) 7 to 10 employees (7 Points) More than 10 employees (10 Points)	3	10	
3. Field Personnel	Attach 2-page CV with certified qualifications	4	4	
	Electrician with wireman's license	4	4	
	Meter replacement experience for installation electrician (3 years' experience)	4	4	
CRITERIA E: BANK CODING				
	Bank Code A; B; C	10	10	
CRITERIA F: CREDIT CONTROL				
4. Work Flow Management System - WFMS(40)				
(2 points will be allocated per fully responsive response)				
Demonstration of the following:		20	40	
➤ The system must be a web-based workflow management system and not a web enabled system. The system must also be a singular system working off a single database				
➤ Schedule various credit control actions according to the approved Credit Control and Debt Collection Policy. This will include, but not limited to SMS actions for all activities, final demand notices, electricity/ water restrictions/ disconnections/ normalizations, illegal consumption inspections as well as other ad hoc actions, including all singular and dual commutations relating to Indigent Applications and other actions.				

➤ Must be easily integratable with other systems e.g. debtor system to obtain arrears and payments data and to transfer credit control levies upon successful completion of actions, prepay services management system and services network management systems. (Integration can be achieved with the transfer of data in various formats, including .csv format)			
➤ The system should verify payment status on an account before physical credit control or debt collection actions are performed. This can also be achieved by way of a file transfer daily listing payments before actions commence.			
➤ Information must be stored and be able to be uploaded electronically to the municipal billing system			
➤ Reporting must be real time and the system must be cloud based and available through platforms i.e. desktop (via fixed line), cell phone, 3G and must be available after hours for municipal staff to use			
➤ The software should have strict security measures in place linking people to roles and then to certain rights such as reports status of actions performed. High security is an absolute requirement.			
➤ Management and reporting on accounts handed over for debt collection should be available as standard reports on the system to avert duplication or functions with Debt Collection Agencies appointed by the Municipality			
➤ Management of actions which could not be performed and need intervention from the municipality, linking the account to specific staff			
The system must keep track of all actions for a consumer since entering the credit control and indigent support processes and have a full audit trail of activities.			
➤ The system must allow for the printing of notices in any format, including .pdf and the uploading of information from handheld devices when the actions have been completed. Such devices must operate on an online basis.			
➤ Similarly, the handheld devices must be able to take photos of the completed actions together with a date/time stamp as well as GPS location. These photos must be available on the system for viewing by municipal staff. Handheld devices to provide functionality of capturing and storing readings found on execution of work performed.			
➤ System must allow for the functionality to manage inventory of stores items on hand			
➤ To assist Municipal staff to electronically instruct or issue job cards for service reconnection as well as the system to send this message to the field contractor automatically. The system should be able to accommodate for multiple logins/access to several users. Estimate minimum number of users is 40.			
➤ The system must provide for a Quality Control functionality as part of the workflow process which must be allocated according to predetermined parameters for actions that must/can be reviewed by a Supervisor/Manager			
➤ Provide real time reports on the rand value of the reaction for the consumer for cash and separately for instalment/ arrangement for each of the following:			
➤ The number of consumers reacting to the SMS/ Final Demand Notices, terminations and restrictions of water and electricity as well as the rand value of the reaction and the levies billed.			
➤			
The system must be able to provide security of confidential data relating clients and able to ensure safety storage of all evidence relating to actions performed of the municipality			
➤ The system must be able to provide reports of all exceptions, readings obtained on site on execution of activities			

➤ Provide handheld technology compatible/integratable with the FMS and any other systems used within the municipality				
		Total F Minimum	Total F Maximum	Total points (Min + Max =)
TOTAL POINTS SCORED ON CRITERIA F				
Office Space Resources	(5)	5	5	
Criteria				
➤ Office Space (min 300 square meter)				
➤ Office Automation & Equipment (Attach Asset Register)				
➤ Provision for Stock & Stores to be included in Office Space.				
Local Office	(10)			
Location of office within the RWCLM Jurisdiction (Attach lease agreement or Municipal account)		10	10	
Vehicles	(10)	10	10	
Criteria				
➤ Attach proof of Ownership/ Lease /Registration of Vehicle Fleet				
(Minimum of four (4) LDVs)				
GRAND TOTAL				
A minimum score of 120 out of 177 points for functionality is required for the bidder to be further evaluated.		120	177	

Minimum Threshold points: 120

Maximum points: 177

Please note that, bidders that do not meet the minimum threshold points per evaluation criteria will not be evaluated further.

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and Model	.....	
-	Country of Origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
			*Delivery: Firm/Not firm
-	Delivery basis	.....	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

- 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
- 3.9.1 If yes, furnish particulars.....
.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.10.1 If yes, furnish particulars.
.....
.....
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.11.1 If yes, furnish particulars
.....
.....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.12.1 If yes, furnish particulars.
.....
.....
- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars.
.....
.....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**
- 3.14.1 If yes, furnish particulars:
.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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?

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.

***YES / NO**

.....

.....

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?

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.

2.2 If yes, provide particulars.

.....

.....

.....

.....

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?

* Delete if not applicable

***YES / NO**

3.1 If yes, furnish particulars

.....

***YES / NO**

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**

4.1 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 of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐
Black people with disabilities	☐	☐
Black people living in rural or underdeveloped areas or townships	☐	☐
Cooperative owned by black people	☐	☐

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:
.....

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	.....
	
	

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

	_____ %
	_____ %
	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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 ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
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 that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid 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 consortium³ 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "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 components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "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 labour, materials, components 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 those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten 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, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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 associated with the supplier, the supplier will be allowed a 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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.

23.6 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.

23.7 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. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)