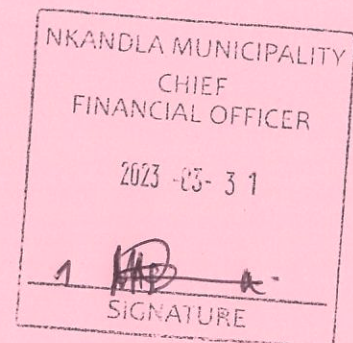


BID NO: NKA/BTO00003/2022/23

ELECTRICITY PRE-PAID VENDING SYSTEM

NKANDLA MUNICIPALITY



BID NUMBER: NKA/BTO003/2022/23

ELECTRICITY PRE-PAID VENDING SYSTEM FOR A PERIOD OF 36 MONTHS

ENQUIRIES: CONTRACT MANAGEMENT PRACTITIONER

ISSUED BY:

NKANDLA MUNICIPALITY

PRIVATE BAG X 161 NKANDLA 3855

TEL: 035 833 2080/40 FAX: 035 833 0920

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER:

TELEPHONE NO.: FAX NO.:

ADDRESS:

CONTACT PERSON:

EMAIL ADDRESS:

TOTAL PRICE (INCLUDING VAT)

R

TAX COMPLIANCE STATUS (TCS) PIN NO:

CSD REGISTRATION NUMBER:

TENDER CLOSES AT 12h00 FRIDAY 28 APRIL 2023

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TENDERER CONTACT DETAILS

This information shall be used for any correspondence or contact with the tenderer.
Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Service Provider:	
Contact Person:	
Email Address:	
Telephone Number:	
Fax Number:	
Physical Address:	
Postal Address:	

NOTE: The service provider shall be deemed to have satisfied himself/herself/themselves as to all the conditions and circumstances affecting this Bid, including the physical aspects of working areas, and by the submission of a Bid, will confirm acceptance of the conditions and circumstances applicable to any subsequent contract. **NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

ADVERTISEMENT**PROVISION OF ELECTRICITY PRE-PAID VENDING SYSTEM FOR THE OF PERIOD OF
36 MONTHS
BID NO: NKA/BTO003/2022/23**

Bids are hereby invited from potential suppliers for Electricity Pre-paid Vending System for a period of 36 months. Detailed specifications are contained in the tender document.

TENDER DOCUMENTS

The physical address for collection of tender documents is Nkandla Municipality, Finance Department Main Building, Lot 292, Maree Road, Nkandla, upon presentation of a receipt proving prior payment of a non-refundable fee of **R 740.00** (inclusive of VAT), having been made at the Municipal Finance Department (**Only Cash accepted**), or deposited on the municipal bank account: FNB; Account No 62720610717, Branch 220930 (Use company name and bid number as reference). **Tender documents will be available as from 09h00 on Monday ,03 April 2023 until 16h00 on Thursday 06 April 2023** and will also made available on www.nkandla.org.za or www.etenders.gov.za . **A compulsory briefing session will be held on the 11 April 2023 at 10:00 am, Council Chamber.**

Each tender shall be placed in a sealed envelope, endorsed with tender number and Project Name, and be deposited in the municipal tender box situated at the reception area of the Nkandla Municipality, Lot 292, Maree Road, Nkandla, 3855, not later than **Friday, 28 April 2023 before 12H00 (closing date)**, at which time the tenders will be opened in public. Tenders are to be submitted on the tender documentation provided by the municipality. Late, electronic, or faxed tenders will not be accepted.

SUPPORTING DOCUMENTS AND CONDITIONS FOR THE ABOVE BID

- Proof of registration to the National Treasury central database
- Valid SARS Tax Compliance Status Pin Issue Certificate.
- Certified Company registration documents & certified Directors IDs copies and company profile with previous work experiences includes references must be submitted with the tender document.
- The Nkandla Local Municipality Supply Chain Management Policy will apply
- ~~The council reserve the right to negotiate further conditions and requirements with the successful bidder and reserves the right not to appoint.~~
- Tender documents that are late, incomplete, unsigned, faxed or emailed will not be accepted or considered.
- The municipality will accept no responsibility for the late delivery of bids by courier services or any other forms of mailing.
- The Nkandla Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid. Tenders shall remain valid for 60-90 days from the closing date (**28 April 2023**)
- No award will be made to a person who is in the service of the state

Evaluation Criteria:

Nkandla Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). The 80/20 preference point system shall be applicable during the evaluation and adjudication of bids. The amended PPPFA regulation 2022 will be used.

- **First Stage:** Functionality; 100% (Minimum threshold of 70%) being 50% for experience and 50% for capacity.
- **Second Stage:** Preferential Points System (80/20); 80 for Price and 20 for specific goals. Only bidders who pass the first stage with a minimum of 70% will then be evaluated further in the second stage. **Detailed evaluation criteria contained in the tender document.**

SCM Enquiries	Ms LN Mtshali	035 833 2040
Specification enquiries	Ms S.K Ngobese	035 833 2070

MBD 1**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NKANDLA LOCAL MUNICIPALITY

BID NUMBER: NKA/BTO003/2022/23

CLOSING DATE: 28 April 2023

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Nkandla Municipality
Reception Lot 292, Maree
Road
Nkandla

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open from 07:30 until 16:30, From Monday to Thursday and Friday from 07:30 to 13:30.

Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

Tenderers with annual total revenue of R5 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and **MUST** submit a certificate issued by a registered Auditor or accredited verification agency, except for the following categories:

- Tourism R2.5 million or less

- Construction R1.5 million or less

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and Adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____

BID NO: NKA/BTO00003/2022/23

ELECTRICITY PRE-PAID VENDING SYSTEM

	Cellular Number: E-mail address:
Company Income Tax Number	
VAT Registration Number	
Company Registration Number	
Any other Registration Applicable to this Industry	

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: _____

Date: _____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the Nkandla Municipality in respect of the following:

TENDER NUMBER: NKA/BTO003/2022/23

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members / partners of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

**THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A
CONSORTIUM OR JOINT VENTURE**

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to the Nkandla Municipality in respect of the following:

TENDER NUMBER: NKA/BTO003/2022/23

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

_____ and
_____ and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the Consortium / Joint Venture enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the Nkandla Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the Nkandla Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution must be signed by all the directors or members / partners of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES NO
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE

SPECIFICATIONS**INTRODUCTION**

The Nkandla Local Municipality herewith invites proposals for a multi-utility prepaid vending system/ solution that will be fully integrated with the Nkandla Municipality's existing financial system and applications and function on the existing electronic infrastructure. The period of appointment will be for a period of 3 years.

TENDER SPECIFICATIONS

The online and real-time prepayment electricity vending system to operate in a highly redundant and secure, centralised server environment.

Software and Hardware requirements**Compliance and Certifications**

- a) Fully Compliant with IEC62055-41 (STS) Edition 2 specifications and all relevant STS guidelines, with relevant certificate to be supplied as proof.
- b) The Supplier needs to comply with National Rationalised Specification - NRSO47 and NRS009 specifications.

1. Vending

The system must perform vending through:

- Point of sale terminals;
- Internet;
- Cellular phone and
- ATM machines

The steps of vending shall be:

- 1.1 On receipt of the vend request the system shall have a provision to ascertain the identity of the consumer;
- 1.2 The keys to identify the consumer shall be the meter serial number;
- 1.3 The vend terminal shall send the request to a central database server that shall authenticate the transaction request and generate an encrypted code;
- 1.4 In order to provide maximum security to the system, the encryption shall not be done on the vending terminal but only on the central database server;
- 1.5 On receipt of each request the vend terminal shall connect to the central database server in order for the encrypted vending code to be generated;
- 1.6 The generated vending code shall be printed by the officially supplied hardware, and/or digitally displayed as in the case of internet or cellular phone vending;
- 1.7 Token layout will comply with the Municipality's specification;
- 1.8 Tokens will be legible for at least one month from date of purchase;

- 1.9 The monetary value per token can be limited per the municipality's requirements e.g. minimum and maximum value, per consumer etc;
- 1.10 The Municipality must have the option to limit the customer total monthly purchases per customer.
- 1.11 All payment types are recorded as returned by the vending terminal or third party aggregator;
- 1.12 The amount tendered must first be allocated to clear the debtor's arrear balance if applicable, and then to allow for immediate purchasing of prepayment electricity;
- 1.13 The consumer can pay the municipal debtor account at any terminal which will be transferred to the municipality's financial system, in a format as prescribed by the municipality;
- 1.14 The system functionality must include reprints of tokens when required;
- 1.15 The system is capable of performing vending functions simultaneously across all terminals and multiple types of vend can be combined one receipt at each terminal e.g. account payment, EBSST and electricity token;
- 1.16 Cancellations are not allowed at the terminals;
- 1.17 Inclining block tariffs are supported per NERSA requirements;
- 1.18 The municipality's image will be positively reflected by the service provider's staff, collectors and aggregators per a code of conduct.
- 1.19 The system must support the TID rollover process and must be STS Edition 2 Compliant.
- 1.20 Tokens must be played remotely to meters on purchase should consumers wish to enable this feature.

2. AMI STSTEM Integration Requirements

- 1.1 Collection of data from existing and new meters
- 1.2 Remotely send data and tokens to meters
- 1.3 Perform load balancing
- 1.4 Generate profiling reports
- 1.5 Perform demand side management
- 1.6 On demand meter profiling
- 1.7 Prepaid and pot-paid meter switching capability.
- 1.8 Remote Meter disconnects and reconnects.
- 1.9 Event and alert notifications such as meter tamper conditions.
- 1.10 API for post-paid billing to billing system integration.

3. Account Payments

- 1.1 The consumer should be able to make bill payments at any point of sale. This is in line with the municipality's goal of increasing accessibility to municipal services and debt reduction;
- 1.2 The consumer does not have to be registered to a meter to make a payment.

4. General

- 4.1 The system must integrate with the municipality's financial and other systems such as, Debt Management System.
- 4.2 The system must support STS Edition 2 and provide a mechanism for a phased rollout of key-change tokens to support the base date change over for management of the TID rollover process. This must include automated TID rollover per region, zone, tariff, and individual accounts at the minimum.
- 4.3 The system must cater for multiple base date functionality in the security module.
- 4.4 The system must support an import mechanism for loading of the new key-load file specification as contained in STS600-4-2.

The service provider must provide the minimum number of vending terminals as required with the following functionality, but not limited to:

- Integrated Modem;
- Integrated Printer;
- Integrated LAN Port;
- Integrated Display Screen.

5. Management Centre

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

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

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

6. Meter Management

The system shall support at least the following meter states:

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

Meter states can be updated and modified as required.

7. Functionality

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

8. Tariff Management

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

9. Debt Management

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

10. Revenue Protection

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

11. Transaction management

The system shall support the following types of transaction:

- 11.1 Cash vend transaction;
- 11.2 Retained credit transaction;
- 11.3 Refund money transaction;
- 11.4 Purchase blocking facility;
- 11.5 Free basic electricity transaction;
- 11.6 Arrear collection and debtor account payments;
- 11.7 Engineering transactions
- 11.8 Account Payment transaction

12. Message Management

The system shall allow:

- 12.1 Entry of system messages;
- 12.2 Entry of customer specific messages;
- 12.3 Entry of predefined messages;
- 12.4 Ability to send short message service (SMS) or email

13. User Security Management

Security management shall include:

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

14. Monitoring

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

15. TID Rollover

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

16. Reports

- 16.1 All reports must have the functionality to export into various formats, such as (but not limited to) excel, csv, txt, etc. The export must be in a one-liner format;
- 16.2 The front-end screen of each report must include filters such as dates, areas, ward numbers, tariffs, debtor types, surnames, ERF numbers, meter numbers, street names, etc. The filters must be clearly defined in terms of data entry;

17. Access Management

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

18. Customer Service And Technical Support

Bidder to provide technical and customer support services as follows:

- 18.1 Personnel on call and available to visit the site when
- 18.2 Detailed problem logging and escalation process with timelines;
- 18.3 To provide a flow chart - At a minimum, explain the number of severity levels, the criteria used to define problem severity at each level, who is notified at each level, and the time period between each severity level;
- 18.4 To provide a solution that has proactive service features. Bidder to describe any ability to self-diagnose errors and perform automated corrective action;
- 18.5 To describe the Professional Services capability as it pertains to this project. Include services offered, locations provided, and whether insourced or outsourced personnel are used;
- 18.6 To provide the details of the contractual arrangements between the bidder and the various communication networks, such as mobile telephone networks; to ensure that an uninterrupted service is provided.

19. Operation And Maintenance Manuals

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

20. Training & Administration

The successful bidder shall provide training as follows:

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

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

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

21. Maintenance And Defects Liability Period

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

- 21.1 Inspect and repair where necessary;
- 21.2 Adjustment of applications;
- 21.3 Replacement of any defective parts

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

22. Service Level Agreement

A three (3) year Service Level Agreement (SLA) will govern the working relationship between the Municipality and the successful bidder for the solution provided. The contract (SLA) must be in line with the tender specification. The SLA must be executed with remote support call centre and site visits from offices located within 150 kms from Nkandla Municipality offices.

23. Maintenance Contract

The services to be rendered through this contract will be as follows:

- 23.1 Support and maintenance;
- 23.2 Preventative maintenance;
- 23.3 Remote support;
- 23.4 Onsite support (such as, but not limited to onsite visits, onsite meetings, etc.);
- 23.5 Telephone support;
- 23.6 Upgrade services;
- 23.7 Enhancement services (such as, but not limited to amendments to reports, new reports, etc.);
- 23.8 Consulting service;
- 23.9 Licenses;
- 23.10 Patches updates;

The contract will be managed as follows:

The user department will log the calls to the ICT Department and will escalate the faults to the service provider when needed;

The calls logged will be categorised as follows:

Priority	Fault Severity	Description
1	CRITICAL	Vending System is not functioning — high impact on Business
2	HIGH	Processing can continue — circumvention acceptable in the short term
3	MEDIUM	Processing can continue — acceptable circumvention
4	LOW	No impact on processing

5	ENHANCEMENT	Request for additional functionality
---	-------------	--------------------------------------

The response and resolution times are expected to be as follows:

Priority	Description	Response	Resolution times
1	CRITICAL	Respond within one (1) working hour	Best effort to resolve within two (2) working hours
2	HIGH	Respond within two (2) working hours.	Best effort to resolve within four (4) working hours
3	MEDIUM	Respond within four (4) working hours.	Best effort to resolve within six (6) working hours
4	LOW	Solution may be implemented in future releases	
5	ENHANCEMENT	Quotation for enhancements and procurements of new equipment must be supplied with milestone dates for additional functionality and both parties will have to agree	

24. Guarantees System Performance

- 24.1 The successful Tenderer shall have the new system commissioned within Two (2) months of the contract being awarded;
- 24.2 The Tenderer shall guarantee the systems' functional performance and any upgrades required to correct any system mal-operation, shall be for the Tenderer's account;
- 24.3 In the event of any latent defect (programming "bug") becoming evident, the Tenderer shall be responsible for the immediate rectification of such defects at their own cost.

25. Tender Documents And Format Of Submission

Bidders are requested to present one copy of the response in ORIGINAL hardcopy. All documents relating to the tender must be in English.

Tender documents and submissions must be properly indexed and must be presented in line with the reference numbering within the tender specification.

26. Mandatory Documents And Information

The documents listed and information must also be submitted. Failure to submit such documents and information will deem the tender submission to be non-responsive:

- 26.1 STS Edition 2 Compliance Certificate
- 26.2 Size and Ability to Support Online Vending System;
- 26.3 Bidder to describe the company's existing vending infrastructure (e.g. cellular phone/internet vending, etc.), including the volume of transactions, size and number of vending points;
- 26.4 The bidder should furnish the information on major past supplies under the relevant product/services and satisfactory performance for the last five financial years;
- 26.5 The bidder should be a manufacturer or the OEM authorized representative of respective system and or supply and maintenance of the offered items for a minimum period of three years in South Africa;
- 26.6 The bidder to provide the name, respective titles, and years of experience of the person/s who will be responsible for management/co-ordination of all work on the project. In addition, provide the names of all personnel that are proposed to be involved in the project, their resumes, and their proposed roles/responsibilities (including the name of subcontractors and their personnel who will be working on the project, if any);
- 26.7 The Bidder to provide a summary describing the bidder's area of expertise and resource capabilities as they relate to this proposal;
- 26.8 Bidder shall also submit a minimum of three references from similar projects. Listing shall include name and address, title and phone number of a contact person at that client. The municipality reserves the right to contact any of the references supplied by the bidder to obtain information regarding work that the bidder has performed.

BASIS OF EVALUATION

Nkandla Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000). The 80/20 preference point system shall be applicable during the evaluation and adjudication of bids. The amended PPPFA regulation 2022 will be used.

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

Returnable documents: Checking of the following,

- Registration with National treasury Central Database (summary report)
- SARS Pin Issue Certificate,
- Certified copy of business registration Certificate,
- Certified Copies of business owners' identity documents
- Company profile with the contactable references
- Previous appointment letter or Orders
- Municipal Rates (shouldn't be in arrears for more than 3 months).
- fully completed tender document

Functionality 100% (minimum threshold of 70%): being 50% for Experience and 50% for Capacity.

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

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

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

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

Specific Goal : Ownership - 20 points

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

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____
duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the Nkandla Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender)

I/we agree that this offer shall remain valid for a period of 90 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the Nkandla Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Nkandla Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Nkandla Municipality and I/we will then pay to the Nkandla Municipality any additional expense incurred by the Nkandla Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the Nkandla Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the Nkandla Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: _____

Signature: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

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

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

For the Employer: **NKANDLA MUNICIPALITY**

Name: Miss N.P Dlamini

Signature: _____

Capacity: **MUNICIPAL MANAGER**

Date: _____

TAX PIN

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

- 1 To meet this requirement bidders are required to complete in full form "Application for a Tax Pin" and submit it to any SARS branch office nationally. The Tax Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 Copies of the "Application for a Tax Pin" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 3 Applications for the Tax Pin may also be made via eFiling. To use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 4 SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
- 5 The original Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
- 6 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Pin.
- 7 Copies of the "Application for a Tax Pin" form are available from any SARS branch office nationally or on the website: www.sars.gov.za.
- 8 Applications for the Tax Pin may also be made via eFiling. To use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Tenderers with annual total revenue of R5 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act and MUST submit a certificate issued by a registered Auditor or accredited verification agency, except for the following categories:

- Tourism R2.5 million or less
- Construction R1.5 million or less

If the Certificate is not attached to this tender document, no points shall be awarded for B-BBEE status.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and Adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY

MBD 3.3**PRICING SCHEDULE**
(Professional Services)

Name of Bidder:

Bid Number:

Closing Time:

Closing Date

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
------------	-------------	--

Prices to be based on monthly third-party pre-paid electricity sales of R 800 000, and an active meter base of 1500 connections.

A. ONCE OFF: SYSTEM SETUP, IMPLEMENTATION AND TRAINING COST

ITEM	DESCRIPTION	FIXED PRICE (incl. VAT) FROM DATE OF APPOINTMENT TILL
1.1	SYSTEM SETUP COST	
1.2	DATA MIGRATION COST	
1.3	INTERFASE WITH SAGE EVOLUTION (FINANCIAL SYSTEM)	
1.3.1	FILE BASE INTEGRATION	
1.3.2	WEB SERVICES BASED INTEGRATION	
1.4	TRAINING COST PER USERS (5 people)	
1.5	OTHER (SPECIFY BELOW)	
1.5.1		
1.5.2		
	(A) TOTAL FIXED PRICE (incl. VAT)	

B1 MONTHLY AND VARIABLE COST – YEAR 1

ITEM	DESCRIPTION	QUANTITY FOR 12 MONTHS	UNIT PRICE / PERCENTAGE	TOTAL BID PRICE
1	Management/ Hosting Fee	12		
2	Super vending Commission: 3 rd party vending sales	12		
3	Additional Fees (specify below)	12		
3.1				
3.2				
	TOTAL MONTHLY COST Y 1			

B2 MONTHLY AND VARIABLE COST – YEAR 2

ITEM	DESCRIPTION	QUANTITY FOR 12 MONTHS	UNIT PRICE / PERCENTAGE	TOTAL BID PRICE
1	Management/ Hosting Fee	12		
2	Super vending Commission: 3 rd party vending sales	12		
3	Additional Fees (specify below)	12		
3.1				
3.2				
	TOTAL MONTHLY COST Y 2			

B3 MONTHLY AND VARIABLE COST – YEAR 3

ITEM	DESCRIPTION	QUANTITY FOR 12 MONTHS	UNIT PRICE / PERCENTAGE	TOTAL BID PRICE
1	Management/ Hosting Fee	12		
2	Super vending Commission: 3 rd party vending sales	12		
3	Additional Fees (specify below)	12		
3.1				
3.2				
	TOTAL MONTHLY COST Y 3			
	TOTAL BID PRICE (A+B1+B2+B3) 3 years			

MBD 4**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state*.
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 the 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 / 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 (where applicable) 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.

.....

.....

- 3.9 Have you been in the service of the state for the past twelve months? YES / NO

- 3.9.1 If so, 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 so, state particulars.

.....

.....

3.11 Are you aware of any relationship (family, friend, other) between the bidder and any person 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 so, state particulars.

.....

.....

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

3.12.1 If so, state 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**

3.14

3.14.1 If so, furnish particulars.

.....

.....

3.15 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**

3.15.1 If so, furnish particulars.

.....

.....

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (Where applicable)

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) ~~Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.~~

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 \\
 Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

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

1. I in my capacity as accept your bid under reference number dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<u>DESCRIPTION OF SERVICE</u>	<u>PRICE (ALL APPLICABLE TAXES INCLUDED)</u>	<u>COMPLETION DATE</u>	<u>B-BBEE STATUS LEVEL OF CONTRIBUTION</u>	<u>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</u>

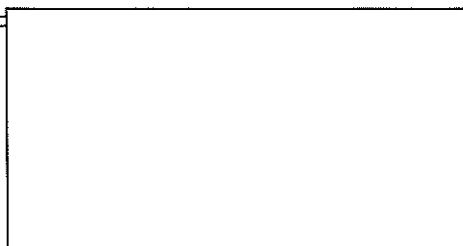
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

MBD8

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 as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied). 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 ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
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 (MBD9) 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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

NKA/BTO003/2022/23 – ELECTRICITY PRE-PAID VENDING SYSTEM

in response to the invitation for the bid made by:

NKANDLA MUNICIPALITY

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

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

1. I have read and 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.
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

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.

COMPULSORY TO COMPLETE!**PAST EXPERIENCE**

Tenderers must furnish hereunder details of similar works/services, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

NAME OF THE EMPLOYER	DURATION AND COMPLETION DATE OF WORKS / SERVICES	EMPLOYER CONTACT PERSON NAME AND NUMBER	EMPLOYER CONTACT PERSON E-MAIL ADDRESS

DATE

SIGNATURE OF TENDERER

NKANDLA MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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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 goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of 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 goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related valueadding 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific 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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards:

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

5. Use of contract documents and information inspection:

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider 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 provider'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 provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

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 provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 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 goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon,

remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents:

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

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts:

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

15. Warranty:

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment:
 - 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
 - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
 - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
 - 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices:
 - 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders:
 - 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment:
 - 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts:
 - 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these 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 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase 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 judgement 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 supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 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 Counter-Vailing duties and rights:

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to 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 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 to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

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

32. Taxes and duties:

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

33. Transfer of contracts:

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

34. Amendment of contracts:

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

35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or

BID NO: NKA/BIO00003/2022/23

ELECTRICITY PRE-PAID VENDING SYSTEM

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.

CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the Nkandla Municipality's Supply Chain Management Policy.

Tender Number: NKA/BTO003/2022/23

Name of the Tenderer:

FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2023

Please note:

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

ANNEXURES

