

TENDER DOCUMENT

TENDER NO SBM 03/21/22

DESCRIPTION: SUPPLY, INSTALLATION AND MANAGEMENT OF A STS COMPLIANT PREPAYMENT ELECTRICITY VENDING, DATA MANAGEMENT, REVENUE PROTECTION AND TID ROLLOVER SYSTEM FOR THE PERIOD 01 JULY 2022 TO 30 JUNE 2027.

CLOSING DATE: 17 SEPTEMBER 2021

CLOSING TIME: 12H00

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
VREDENBURG
7380

A tender posted (at sender's risk) to THE MUNICIPAL MANAGER, SALDANHA BAY MUNICIPALITY, PRIVATE BAG X12, VREDENBURG, 7380 in good time so as to reach the Municipal Manager before the above-mentioned closing date, may be accepted on condition that it is placed in the TENDER box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such tenders are in fact lodged in the tender box.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT *(STREET ADDRESS)*

Buller / Investment Centre
15 Main Road
Ground Floor
VREDENBURG

NB: TENDERS must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the Supply Chain Management department. No tender offers will be accepted via facsimile, email or electronic copies.

TENDERER	
NAME OF TENDERER	
ADDRESS	
TEL NO	

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CSD DATABASE REG NO*	
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All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person : Abri Adonis

Tel : 022 701 6922

Email: abri.adonis@sbm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Mr. Cassie du Preez

Email: cassie.dupreez@sbm.gov.za

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CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified

PLEASE TICK BOX ☒ THE LEFT

- ☐ Current, Valid Tax Clearance Certificate
- ☐ Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- ☐ Company registration forms
- ☐ Certified copy of bidders and Executive Director's municipal accounts or valid lease agreements
- ☐ Registration with professional body (If applicable)
- ☐ Samples Provided (If applicable)
- ☐ All relevant sections complete and signed, and all pages of tender document initialled by authorized signatory
- ☐ Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization
- ☐ Original or original certified copy of a valid BBEE certificate or Affidavit
- ☐ Tax compliant status on Central Supplier Database.

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

.....
Name

.....
Signature

.....
Date

.....
Capacity

.....
Name of Firm

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SECTION 1.1

ADVERTISEMENT

MUNISIPALITEIT SALDANHABAAI
TENDERNOMMER SBM 03/21/22

BESKRYWING: DIE VOORSIENING, LEWERING, INSTALLERING EN BESTUUR VAN 'N STS AANPASBARE ELEKTRIESE VOORAFBETAALDE KRAG-VERKOPE STELSEL, DATABESTUUR, INKOMSTEBESKERMING EN TID OORROL UIT TE VOER VIR DIE PERIODE 01 JULIE 2022 TOT 30 JUNIE 2027.

Tender dokumente is beskikbaar vir aflaai op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik opgetel word by Mnr. C de Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf **Maandag, 16 Augustus 2021** teen 'n nie-terugbetaalbare tender deposito van R172.50. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

Navrae kan gerig word aan: Mnr. Cassie du Preez.
E-pos: cassie.dupreez@sbm.gov.za

Tenders moet in die tenderbus by die Buller/Beleggingsentrum, Hoofstraat 15, Grond Vloer, Vredenburg geplaas word voor **12:00 op 17 September 2021** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

'n Verpligte inligtingsessie sal plaasvind in die Elektriese Komitee Kamer, geleë te Kerkstraat 38, Vredenburg op **Vrydag 20 Augustus 2021 stiptelik om 12:00. Alle Covid-19 Gesondeid en veiligheid protokol sal in plek wees. Geen gracie periode sal toegelaat word nie.**

Na die sluitingsuur sal in die tenders in publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie. Die **80/20** voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygingsregulasies Nr. R32 van 20 Januarie 2017 (B-BBEE) sal in die beoordeling van hierdie tender gebruik word.

Funksionaliteit sal gebruik word as maatstaf om in aanmerking te kom vir die tender. Dit hou verband met die tenderaar se vermoë om n gehalte diens aan die munisipaliteit te verskaf. Tenderaars wat nie voldoen aan die funksionaliteit kriteria (minimum punte), sal dus nie oorweeg word vir verdere evaluering nie.

'n Geldige inkomstebelasting uitklaringsertifikaat soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
Munisipaliteit Saldanhabaai
Privaatsak X 12
VREDENBURG
7380

SALDANHA BAY MUNICIPALITY
TENDER NUMBER SBM 03/21/22

DESCRIPTION: SUPPLY, INSTALLATION AND MANAGEMENT OF A STS COMPLIANT PREPAYMENT ELECTRICITY VENDING, DATA MANAGEMENT, REVENUE PROTECTION AND TID ROLLOVER SYSTEM FOR THE PERIOD 01 JULY 2022 TO 30 JUNE 2027.

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected from Mr. C de Bruyn, 15 Main Road, Buller/Investment Centre, Vredenburg from **Monday, 16 August 2021**, at a non-refundable tender deposit of R172.50. A proof of deposit is required for the collection of tender documents.

Enquiries can be directed to: Mr. Cassie du Preez.
Email: cassie.dupreez@sbm.gov.za

Tenders must be placed in the tender box at the Buller/Investment Centre, 15 Main Road, Ground Floor, Vredenburg before **12:00 on 17 September 2021**, in a sealed envelope upon the outside whereon is clearly marked the aforementioned tender number and description.

A compulsory information session (clarification meeting) will take place at the Electrical Committee Room, 38 Church Street, Vredenburg on **Friday 20 August 2021 promptly at 12:00. All Covid-19 Health and safety protocols will be adhered to. No grace period will be allowed.**

The tenders shall be opened in public after the closing hour. Any or the lowest tender will not necessarily be accepted. The **80/20** preference point system as contained in the Preferential Procurement Regulations No. R32 of 20 January 2017 (B-BBEE) will be used in the adjudication of this tender.

Functionality will be evaluated as an eligibility criterion. The eligibility criteria relate to the bidder's ability to provide a quality service to the municipality. Bidders that does not meet the functionality criteria (minimum score) will therefore not be considered for further evaluation.

A valid tax clearance certificate from the South African Revenue Services must be supplied with the tender document and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H.F. Mettler
MUNICIPAL MANAGER
Saldanha Bay Municipality
Private Bag X 12
VREDENBURG
7380

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SECTION 1.2

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

1.2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into SBM Municipality bank account payable to the SBM Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

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1.2.6 Completion of Tender Documents

- (a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender.
All the pages must be initialed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- (e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.
- (f) The bidder should verify regularly on E-tender whether there are any addendums before submission and addendums must be submitted with the tender document.

1.2.7 Compulsory Documentation

1.2.7.1 Income Tax Clearance Certificate

- (a) A valid Income Tax Clearance Certificate must accompany the bid documents and the bidder must be registered on the Central Supplier Database. If the South African Revenue Services (SARS) cannot provide a valid original Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

1.2.7.2 Construction Industry Development Board (CIDB)

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

1.2.7.3 Municipal Rates, Taxes and Charges

- (a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

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(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

1.2.8 Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

1.2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

1.2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

1.2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.12 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be

- placed in the **tender box at the Buller/Investment Centre, Ground Floor, 15 Main Road, Vredenburg by not later than 12:00 on Friday 17 September 2021.**

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(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the SBM Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.

If a bidder wishes to bring additional information to the notice of the SBM Municipality, it should do so in writing to the SBM Municipality. Any effort by the firm to influence the SBM Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.15 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

1.2.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

1.2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted.

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The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.2.21 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

1.2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Mr. Abri Adonis, Tel: 022 701 6922 or e-mail abri.adonis@sbm.gov.za. Enquiries regarding the specifications may be addressed to Cassie du Preez e-mail: cassie.dupreez@sbm.gov.za.

1.2.23 Intellectual Property Ownership

The tenderer / Contractor agrees to tender and perform the mutually agreed services as stipulated in the tender and any amendments thereto on the basis that the Tenderer / Contractor (T/C) hereby assigns to SBM all rights, including, without implication, copyrights, patents, trademark rights, and any other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets. (i) Developed or created by the T/C, solely or jointly with others during the course of performing work for or on behalf of SBM. (ii) That the T/C conceives, develops, discovers or makes in whole or in part during the T/C employment by SBM that relate to the business of SBM.

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If, notwithstanding the foregoing, the T/C for any reasons retains any right, title or interest in or relating to any Work Product, the T/C agrees promptly to assign, in writing and without any requirement of further consideration, all such right, title and interest to SBM. Upon request of SBM at any time during or after the Employment Period, the T/C will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to evidence, perfect, record or otherwise give full and proper effect to any assignments of rights under or pursuant to this tender. The T/C will promptly disclose to SBM any such work product in writing.

1.2.24 Submission of Invoices:

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- The words "TAX INVOICE" in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 41001113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company

PRINT NAME

SIGNATURE

DATE

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SECTION 1.3

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 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.

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- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

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2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

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11. Insurance

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

12. Transportation

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

13. Incidental services

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

14. Spare parts

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

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15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.
The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

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18. Contract amendments

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

19. Assignment

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

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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SECTION 2.1**MBD 1****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF
DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: **SBM 03/21/22** CLOSING DATE: **17 SEPTEMBER 2021** CLOSING TIME: **12:00**

**DESCRIPTION: SUPPLY, INSTALLATION AND MANAGEMENT OF A STS
COMPLIANT PREPAYMENT ELECTRICITY VENDING, DATA MANAGEMENT,
REVENUE PROTECTION AND TID ROLLOVER SYSTEM FOR THE PERIOD 01 JULY
2022 TO 30 JUNE 2027.**

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7.2).

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
Vredenburg
Western Cape
7380

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Buller / Investment Centre
15 Main Road
Ground Floor
VREDENBURG

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

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

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

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STREET ADDRESS
 TELEPHONE NUMBER CODE..... NUMBER.....

CELLPHONE NUMBER

EMAIL ADDRESS

VAT REGISTRATION NUMBER

HAS A TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)?

YES / NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / AFFIDAVIT BEEN
 SUBMITTED? (MBD 6.1)

YES / NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT
 (CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION
 SYSTEM (SANAS); OR.....☐

A REGISTERED AUDITOR☐
 [TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER
 TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**

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

YES / NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER.....

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE TOTAL NUMBER OF ITEMS OFFERED.....
 (IF APPLICABLE) (IF APPLICABLE)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Abri Adonis

Tel: 022 701 6922

Fax: 022 714 1028

E-mail address: abri.adonis@sbm.gov.za

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SECTION 2.2

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet these requirement bidders are required to complete in full the 4 attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each part must submit a separate Tax Clearance Certificate.
- 4 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 5 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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SECTION 3.1**MBD 4****DECLARATION OF INTEREST**

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

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

3.2 Identity Number.....

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

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....

.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or

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

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

..... **YES / NO**

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars.....

.....

3.12 Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....

.....

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3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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SECTION 3.2**MBD 5****DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

* Delete if not applicable

- 1 Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

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

.....

.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

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

- 2.2 If yes, provide particulars.

.....

.....

.....

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

3.1 If yes, furnish particulars

.....

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

4.1 If yes, furnish particulars

.....

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THIS DECLARATION FORM IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder (The company)

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SECTION 3.3**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on

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9 February 2007;

- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

4.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20

or

90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

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5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the

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person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(*Tick applicable box*)

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

8.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

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(e) forward the matter for criminal prosecution.

WITNESSES	
1.	
2.	

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

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SECTION 3.4

MBD 8

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. wilfully 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).	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)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐

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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 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 Tenderer

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DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

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 ☐
--	---------------------------------	--------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:**Mr. / Mrs** _____

Director 2 Address:**Mr. / Mrs** _____

Director 3 Address:**Mr. / Mrs** _____

Director 4 Address:**Mr. / Mrs** _____

Director 5 Address:**Mr. / Mrs** _____

Director 6 Address:**Mr. / Mrs** _____

Director 7 Address:**Mr. / Mrs** _____

Director 8 Address:**Mr. / Mrs** _____

Director 9 Address:**Mr. / Mrs** _____

Director 10 Address:**Mr. / Mrs** _____

Director 11 Address:**Mr. / Mrs** _____

Director 12 Address:**Mr. / Mrs** _____

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SECTION 3.5**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

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MBD 9

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

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SECTION 4.1

SPECIAL CONDITIONS OF CONTRACT

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. All sub items must be completed in full, to be considered for the tender. Blank spaces will render the bid non-responsive. Where R0.00 is charge, it must be indicated as R0.00.
3. The unit prices offered in the Pricing Schedule must include transport, communication, staffing and technical requirements. The prices must be annually fixed for the duration of the contract.

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SECTION 4.2

Central Supplier Database (CSD)

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralized Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr. A. Adonis or Mr. S. Macetyana at 022-701 6824.

CSD registration number (if registered):

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SECTION 4.3

PRE-QUALIFICATION CRITERIA & FUNCTIONAL EVALUATION

1. PRE-QUALIFICATION CRITERIA

The tender will first be subject to Pre-Qualification Criteria. Bids failing to achieve the 100% qualifying score for the pre-qualification as listed below will be disqualified from further evaluation on the functionality criteria.

Proof of relevant accreditations must be submitted for each criterion requested, if such proof is not submitted, the tender will not be further evaluated. **Thirty-one** points are available as indicated below. The bidder must score 31 out of 31 points (100%) for pre-qualification criteria in order for the tender to be evaluated further.

Where applicable and stipulated in bold for each of the criterion below:

- It must be proven with valid supporting documents / certificates.
- It must be successfully demonstrated during a practical evaluation session if required.

The point allocation will be based on the following description:

1 (one) point is awarded for a “Yes” tick and a 0 (zero) point is awarded for a “No” tick

VENDING SYSTEM				
1.	Offered solution provides for a fully functional vending system for the entire vending domain of the municipal area (must be demonstrated if requested to do so).	YES		NO
2.	A full system description and technical details of the solution offered must be included (system implementation plan must be included).	YES		NO
3.	The vending system shall accommodate 13-digit meter serial numbers (must be demonstrated if requested to do so).	YES		NO
4.	The functionality of the security module offered must be in accordance with a certified STS600 STS Edition: 2 Vending System, IEC 62055-41 Edition 3 (Certification proof needs to be provided).	YES		NO
5.	The solution offered must be 100% compliant with the tender specification (detailed compliance schedule must be included).	YES		NO
6.	The Bidder needs to have a regional office within the boundary of the Western Cape with at least 10 suitably qualified personnel permanently located at this office (copy of lease agreement of municipal account, clear company organogram, certified proof of qualifications and proof of company payroll to be provided).	YES		NO
7.	The Bidder must have a valid ISO 9001 certificate in Quality Management Systems , in respect of the provision of Revenue Collection, Tamper Management and Vendor Support Services in the Energy Sector. (documentary proof needs to be provided).	YES		NO
8.	The Bidder must have proof of Integration with the Municipal Billing System Munsoft, in line with mSCOA (Provide Confirmation Letter from a Municipal Customer)	YES		NO
9.	The Vending System must include a consumer portal that will enable end consumers i.e. view sales history, usage profiles, display alerts, etc. (Provide proof of currently having the technology available)	YES		NO
10.	The bidder (or a company within the bidders related group companies) needs	YES		NO

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	to be the developer and owner of the vending system software (documentary proof must be provided) . This information required for meter audits part				
11.	Vending solution includes Retail Shops, Internet, ATM, Cellular Phone and Mobile Devices as points of sale (system implementation plan must be included)	YES		NO	
12.	Vending system support to be provided on a 24x7x365 and Vending system must be Operational on a 24x7x365 basis (system implementation plan must be included)	YES		NO	
13.	The Vending System must have the capability to integrate and display meter detail on a GIS platform . The solution should be able to display and integrate existing electrical networks and connections (system implementation plan must be included and must be demonstrated during practical evaluation)	YES		NO	
14.	The system shall support the latest version of the NRS009-6-10 XMLVend specification (must be demonstrated during the practical evaluation).	YES		NO	
15.	The Vending system must be able to vend to proprietary meters loss (Documentary proof from an existing municipal customer must be provided) .				

VENDOR MANAGEMENT					
16.	Payment of collected revenue into Saldanha Bay Municipality bank account must be completed within 72 hours (3 working days) of transaction date (system implementation plan must be included).	YES		NO	
17.	The tenderer must have insurance against revenue loss (documentary proof must be provided of insurance) .	YES		NO	
18.	Payment of revenue received (prepaid & auxiliary debt separately) directly into the municipalities account together with a reconciliation of said revenue (system implementation plan must be included, and documentary proof must be provided) .	YES		NO	
19.	The majority of vendors need to be directly managed by the bidder and not supplied via 3 rd parties (system implementation plan must be included and documentary proof must be provided) .	YES		NO	
20.	Only a limited number of aggregation vending points will be allowed and only upon approval of the municipality (system implementation plan must be included) .	YES		NO	
21.	The bidder shall not allow any vending outlet to charge any additional cost on top of the approved municipal tariffs (system implementation plan must be included) .	YES		NO	

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DATA MANAGEMENT, REVENUE PROTECTION AND TID ROLLOVER				
22.	The tenderer must have a proven experience of at a least 10 year track record for data management and revenue protection services in a municipal - or similar environment, and may be required to demonstrate their solution and provide physical proof of the in-field tools used for these services (documentary proof must be included and must be demonstrated during the practical evaluation).	YES		NO
23.	The tenderer shall include the details (identity documents and electrical trade certificates*) of the three qualified electricians (documentary proof must be included) Electrical Contractor at the Department of Labour as per SANS 10142 Wiring Regulations (3 phase wireman's licenses)	YES		NO
24.	Tenderer to provide evidence, of having the ability to provide on-site support within 24-hours from the municipality logging a support call.	YES		NO
25.	A satellite office must be stationed within 180 km radius from the Saldanha Bay Municipality Office (system implementation plan must be included)	YES		NO
26.	Proof of Public Liability Insurance must be provided (documentary proof must be included)	YES		NO
27.	The Bidder must have a Professional Engineer/Technologist registered with Engineering Council of South Africa employed by the bidder. (Provide certified CV, certified qualification and complete company organogram) This information required for meter audits part	YES		NO
28.	Maintenance of continuous quality and accuracy updates to existing system data including GPS coordinates of meters audited will be available.	YES		NO
29.	Capture of operational field data on handheld devices. The municipality must have access to an online portal to access operational information captured through the field operations.	YES		NO
30.	Must be able to demonstrate a field engineering tool, which can generate engineering tokens as required by the TID Rollover.	YES		NO
31.	A detailed plan for the STS TID Rollover and key management must be supplied. Weekly and monthly reports of completed TID Rollover meters.	YES		NO

2. FUNCTIONALITY CRITERIA

The following are part of the evaluation criteria for functional responsiveness. Bidders must complete the table below for this purpose.

Functionality Criteria:

- **Name, Surname and highest tertiary qualifications must be submitted for all positions listed in the criterion below. Certified proof of relevant qualifications and a one (1) page CV must be submitted.**
- **The dedicated individuals as listed in the criterion below, shall not be permitted to perform in more than one position (each criterion must only have one dedicated individual that is not listed in any other criterion as listed below – no multi-tasking will be allowed).**

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Proof of relevant documentation must be submitted for each criterion as requested in the functionality table below.

A maximum of one hundred (100) points are available as indicated in the table below. The bidder must score at least 80 out of 100 points for functionality criteria in order for the tender to be evaluated further.

The following are evaluation criteria for functional responsiveness. Bidders must complete the document for Functionality Criteria for this purpose.

	Criteria	Maximum points attainable	Points claimed by the tenderer	Points attained according to evaluators.
1.	Similar experience in prepayment vending systems in years			
1.1	Experience with similar vending systems (5 years = 1, 6 years = 3 points; 7 years = 5 points; 8 years = 6 points; 9 years = 8 points; 10 years = 10 points)	10		
2.	Similar vending projects successfully completed			
2.1	Two (2) points for every project successfully completed	20		
3.	Relevant local municipal market presence			
3.1	Six (6) or more existing Municipal customers based within the Western Cape for whom a fully hosted vending system for prepaid vending are provided = 20 points, Between Six (6)- Three (3) = 10 points, Less than Three(3) = 5 points	20		
	Criterion	Name	Surname	
4.	Relevant Tertiary Qualification of Nominated Senior Manager Vending Operational Support			
4.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT or Business qualification) = 10, If a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT or Business qualification) = 5 Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT or Business qualification) = 0	10		

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	Criterion	Name	Surname	
5.	Relevant Tertiary Qualification of Nominated Senior Manager Field Operational Support			
	Qualification Level	Maximum points attainable	Points claimed by the tenderer	Points attained according to evaluators.
5.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT or Business qualification) = 10 At least a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT or Business qualification) = 5 Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT or Business qualification) = 0	10		
	Criterion	Name	Surname	
6.	Relevant Tertiary Qualification of Nominated Technology and ICT Specialist			
	Qualification Level	Maximum points attainable	Points claimed by the tenderer	Points attained according to evaluators.
6.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT qualification) = 10 At least a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT qualification) = 5 Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT qualification) = 0	10		
	Criterion	Name	Surname	
7.	Relevant Tertiary Qualification of Nominated Regional Support Staff			
	Qualification Level	Maximum points attainable	Points claimed by the tenderer	Points attained according to evaluators.
7.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT or Business qualification) = 10 At least a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT or Business qualification) = 5	10		

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	Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT or Business qualification) = 0			
	Criterion	Name	Surname	
8.	Relevant Tertiary Qualification of Nominated Project Manager			
	Qualification Level	Maximum points attainable	Points claimed by the tenderer	Points attained according to evaluators.
8.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT qualification) = 10 At least a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT qualification) = 5 Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT qualification) = 0	10		
Total score points Tenderer will automatically be disqualified if the evaluation score points attained is less than 80 points				

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SECTION 4.4**TENDER SBM 03/21/22****CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

..... (Tenderer)

of (address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

..... (location) on (date), starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting: (Refer to F 2.7)

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name Signature

Capacity Date & Time

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SECTION 4.5

SPECIFICATIONS AND PRICING SCHEDULE

SPECIFICATIONS

TENDER SPECIFICATION

1. BACKGROUND

Tenderers are hereby invited to supply, install and manage a STS compliant prepayment electricity vending, data management, revenue protection and TID Rollover system for the period 01 July 2022 to 30 June 2027.

The Tenderers shall provide a documentation layout of the complete system (including schematics of the full vending solution network) to Saldanha Bay Municipality. All the minimum hardware and software requirements to operate the vending system in its full capacity must be listed. No tender will be accepted unless it includes a full description of the technical details of its entire vending system as stipulated in the tender.

Saldanha Bay Municipality requires a single supplier that fully complies with all the listed specifications and required services.

The Saldanha Bay Municipality covers the area between Vredenburg, Jacobs Bay, Saldanha, Langebaan, Paternoster and Hopefield, with approximately +/- 19 573 prepayment electricity meters. It must be noted that the Municipality is currently aggressively promoting the conversion to prepayment meters in the area.

2. APPLICABLE STANDARDS

The following standards and specifications contain provisions which, through reference in this text, constitute provisions of this Specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and Tenderers are obliged to apply the most recent editions of the document listed below:

The following standards shall reference and apply as stipulated in the Specification:

ISO 9001	Quality management systems standards
IEC 62055-xx	Electricity Payment Metering Systems
STS Part 1,2 and 3	Standard Transfer Specification
STS 600-4-x	Distributed Key Management System
NRS 009-2-1:1998	Electricity sales systems - Part 2: Functional and performance requirements - Section 1: System master stations

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NRS 009-2-2:1995	Electricity sales systems - Part 2: Functional and performance requirements - Section 2: Credit dispensing units.
NRS 009-6-10	(Online XMLVend 2.1) the NRS Standard for on-line communication between Vending Servers and Vending Clients
ISO 8583	Financial transaction card originated messages — Interchange message specifications
IEC 61970-301	CIM (Common Information Model) Standard
IEC 320 C13	Battery Back-up / Surge Protection
NRS 055	Revenue Protection
NRS 096	Meter Seals
SANS 10142-1:2017	SOUTH AFRICAN NATIONAL STANDARD - The wiring of premises Wiring Code

The latest edition at the time of tender of the above specifications shall apply.

MUNICIPAL REGULATIONS ON A STANDARD CHART OF ACCOUNTS (MSCOA)

The vending system should be in full compliance to the following legislation:

Local Government: Municipal Finance Management Act (Act 56 of 2003)

Local Government: Municipal Systems Act (Act 32 of 2000)

Local Government: Municipal Regulations on A Standard Chart Of Accounts (mSCOA), Notice 312 Of 2014, Government Gazette No. 37577.

3. SCOPE OF SPECIFICATION

3.1. Requirements

The successful Tenderer shall provide full system documentation (including schematics of the full Vending System network to the Municipality. No tender will be considered unless accompanied by a full description and technical details of the solution offered. Any special features shall be detailed.

3.2. Compliance with Specifications

Tenderers shall submit with their tender a schedule, listing clause-by-clause, specific details indicating compliance or non-compliance with the requirements of the Specifications.

3.3. Compliance List

The Tenderer shall indicate compliance and whether the offer deviates from each paragraph. Alternatives shall be separately listed as tender adjudication cannot only be considered upon the submission of alternatives.

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3.4. Demonstration of System Offered

Only Tenderers who can offer a fully functional Vending System that can be demonstrated will be considered. Tenderers shall specify the number of technical staff engaged in development and testing of the vending software as well as the support staff available after hand-over and whether a call centre is available.

3.5. Guaranteed System Performance

- 3.5.1. The successful Tenderer shall have the new system commissioned within two months of the contract being awarded.
- 3.5.2. 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.
- 3.5.3. In the event of any latent defect (programming "bug") becoming evident within the Contract period of 3 years (36) months, the Tenderer shall be responsible for the immediate rectification of such defects at their own cost.

4. VENDING SYSTEM COSTS

4.1. The Municipality's preferred method of payment for the hosted on-line Vending System is:

- 4.1.1. a once-off setup fee for the commissioning of the entire system and
- 4.1.2. a monthly fixed fee for the management and support of the hosted on-line vending system
- 4.1.3. a percentage of revenue fee for 3rd party vending.

4.2. The Tenderer may, however, offer an alternative method of payment for the Vending System.

4.3. A proposed Service Level Agreement (SLA) must be included.

4.4. The Tenderer shall separately identify the individual functional modules included in the total cost, such as:

- 4.4.1. Vending System Software
- 4.4.2. Upgrade / replacement of existing on-line vending machines
- 4.4.3. Database, operating system, workstation and POS license (if applicable)
- 4.4.4. All hardware requirements (if applicable)
- 4.4.5. The Saldanha Bay Municipality financial management system, MUNSOFT interface Data migration.
- 4.4.6. Complete system and interface testing
- 4.4.7. Training costs
- 4.4.8. As well as additional options, to enable a fair comparison of tenders offered to be made.

5. EXISTING VENDING INFRASTRUCTURE

5.1. The active Vending System shall be hosted at the Tenderer's Offices.

5.2. The back-up Vending System shall be hosted at the Tenderer's Offices.

5.3. The Tenderer shall familiarize himself with the operation of the existing Vending System (hardware, software and data) currently serving the prepayment meter customers in the Municipal area and take this infrastructure into account in the proposed vending solution offered. A comprehensive layout of the existing system will be provided by Saldana Municipality.

5.4. The existing on-line vendors (approximately 80) which are currently managed by the service provider connect to the existing Vending System using GPRS/mobile broadband and the internet shall remain operational during the installation and commissioning of the new Vending System.

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- 5.5. The Vending System must have the capability to vend to all meters installed in the Municipality service area including the following meters:
 - 5.5.1. All STS meters.
 - 5.5.2. Plessey proprietary – both secure number and PTS types. (797 meters)
- 5.6. The Municipality shall be indemnified against any patent infringements including any damages awarded, legal fees and the cost of replacing the Vending Systems should patent infringements be awarded against the Municipality due to the successful Tenderer's Vending System.
- 5.7. The transfer from the existing system to the new one shall be seamless. The Service provider shall ensure that all existing data is properly backed-up and secured prior to the new system being deployed. Cost for the recovery of the loss of existing meter data, whether accidental or otherwise, during transfer from existing system to the new system, shall be for the account of the Service provider.

6. INTEGRATION

- 6.1. The Municipality Currently uses the MUNSOFT Financial System. The Vending System offered must have the capability to interface with applicable modules, inter alia customer database, billing system, etc.
- 6.2. The Vending System shall have an Application Programme Interface (API) to allow third parties to access the system securely for integration purposes.
- 6.3. It is envisaged that a Geographical Information System will be linked/incorporated into the Vending system in the future. The proposal should describe how the solution would cater for such GIS integration.

7. TECHNOLOGY AND PLATFORM

- 7.1. Database
 - 7.1.1. The system must operate on a relational database (SQL will be the preferred)
 - 7.1.2. The relational database management system and the system related application must operate on Windows platform to ensure future enterprise scalability, security and flexibility.
 - 7.1.3. The design of the database shall be such that it conforms to the following Relational Database Management System (RDBMS) rules:
 - 7.1.3.1. All information shall be represented only in tables.
 - 7.1.3.2. Each atomic value must only be accessible by combination of table name, primary key and column name.
 - 7.1.3.3. All NULL's must be systematically treated within the RDBMS.
 - 7.1.3.4. An on-line data catalogue must be maintained by the RDBMS.
 - 7.1.3.5. High-level Insert, Update and Delete functionality must exist within the RDBMS.
 - 7.1.3.6. A low-level language shall not subvert or bypass the RDBMS high-level language.
 - 7.1.4. The database shall allow concurrent users to access data on a central database from various online terminals.
 - 7.1.5. To ensure data integrity, audit-ability and data completeness the RDBMS shall allow for automated triggers to be set on any database field, prompting for a function to be executed.
 - 7.1.6. The database shall allow for multi-version consistency. The requirement is that "readers do not block writers and writers do not block readers".
 - 7.1.7. The database shall not allow the escalation of row locks to page level locks when too many rows on a page are locked.

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7.1.8. The database shall allow the following:

7.1.8.1. Control of sorting

7.1.8.2. Control over SQL caching

7.1.8.3. Control over storage space

7.1.8.4. Range partitioning

7.1.9. The database shall support a JAVA database engine, enabling future application integration.

7.1.10. To negate any significant system overhead, especially in consideration of the diverging business rules for prepayment and associated debt collection Stored procedures must be precompiled before executed.

7.1.11. The database shall allow the reading of, and writing to, external files via Stored Procedures, ensuring ease of system integration.

7.1.12. The tenderer must specify their latest technology, software and platforms.

7.1.13. Tenderers shall supply independent, documented proof to substantiate conformance to these aspects.

7.2. Reports

7.2.1. The database shall be accessible via standard SQL-based report writing tools such as Cognos Impromptu or Crystal Reports.

7.2.2. Item 8.6 list examples of standard reports shall be available on the Vending system.

7.2.3. It shall be possible to search the audit log under various parameters to easily locate details of changes written to the system databases.

7.2.4. The databases shall not be encrypted as the design of customized reports is essential. A layout of the table structures shall be provided.

7.3. Operating System

7.3.1. The application middle-tier and back-end must be certified to run on any one of the following platforms: Windows

7.3.2. The database must be certified to run on any one of the following platforms: Windows

7.3.3. All system functions shall be accessed via a user-friendly Graphical User Interface (GUI).

7.4. Hardware

7.4.1. The Tenderer shall familiarize himself with the existing Vending Systems hardware utilized and take this infrastructure into account in the proposed vending solution offered.

7.4.2. The vending system shall operate on a standard, readily available, PC-based machine with no special modifications required to any parts.

7.4.3. The Tenderer will provide all of the following hardware as part of their solution:

7.4.3.1. Hosted Environment

Hosted Master Database Server

Hosted Management Server

Hosted Reporting Server

Hosted DR environment with all o the above servers

7.4.3.2. Municipal Environment (exact minimum specifications of the items listed below are Included:

Product: Lenovo ThinkCentre M910/920 SFF OR Dell Optiplex 7050 Small Form Factor OR HP EliteDesk 800 G3 Mini PC OR equivalent.

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Must meet or exceed the following specification:

Intel Core i5-7500 CPU, 6M Cache, 3.4GHz (7th Generation CPU) or better
 Onboard VGA (Intel embedded HD 600 Series graphics) +Sound +Gigabit LAN RJ45
 Small Form Factor Chassis
 8GB DDR4-2400 Memory (2 x 4GB Modules)
 Must have at least 6 x USB Ports (Can be a combination of USB 2/3/3.1 Ports)
 DVD-Writer
 1TB 7200rpm Sata Harddrive
 Windows 10 Pro 64bit
 Keyboard, Mouse + Speakers
 20" Wide LED Screen with a minimum resolution of 1366x768
 Trusted Platform Module 2.0 or higher
 3 Year Parts, Labour, Next Business Day onsite Warranty
 25 (twenty-five) workstation desktops with keyboards
 3 (three) laptops with carry bags and data SIM's
 27 (twenty-seven) token printers

7.5. Vendor Data Model

7.5.1. The data model shall be capable of the following :

7.5.1.1. A Point-of-Connection shall be supported which is independent from a Location, Meter, Erf and/or Consumer.

7.5.1.2. The tariff shall not be connected to a Meter or a Consumer, but shall reside with the Point-of-Connection.

7.5.1.4. The data model shall allow for GPS coordinate definition with all locations. These include the location of the meter.

7.5.1.5. The data model shall allow for the recording of individual Consumer agreements, with multiple agreements per Consumer per resource.

7.5.1.6. The Tenderers proposed data model shall accommodate, for enhanced management purposes, possible additional resources like water and/or gas.

7.6. Thin client GUI

7.6.1. The system shall allow for the use of thin client technology for the following business logic:

7.6.1.1. Customer Management

7.6.1.2. Meter Management

7.6.1.3. Reporting

7.6.2. The business logic must in particular include, often used functionality that will allow end-users to view, update and query the system on-line without placing an excessive burden on bandwidth.

7.7. Security

Database security governing low- and high-level database access shall be via a proven technology and applied at both database and application level.

7.7.1. The system shall allow for the addition of an unlimited number of named operators.

7.7.2. Security shall be adjustable to allow for limited individualized access to any field within the database, with access control.

7.7.3. The system shall allow for smart card based SSL security to be implemented for on-line PoS.

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7.7.4. The system shall encrypt all tokens for security purposes.

7.8. Communication

7.8.1. Network communication shall include but not be limited to the following:

- 7.8.1.1. Corporate LAN / WAN
- 7.8.1.2. Dial up modems
- 7.8.1.3. GPRS/Mobile broadband
- 7.8.1.4. Internet
- 7.8.1.5. Intranet
- 7.8.1.6. ISDN
- 7.8.1.7. Satellite

7.9. Online Vending

- 7.9.1. The system shall have the ability to work online via a scalable message queuing mechanism.
- 7.9.2. All messages shall use the XML Vend protocol format.
- 7.9.3. The online transaction processing infrastructure shall have unlimited scalability with hot-swappable redundancy.
- 7.9.4. The system shall be able to vend to 13 digit STS meter numbers.

7.10. Power and module failures

After a power failure the system shall report on individual component failures especially encryption cards and security modules. An alert shall be automatically sent to the support staff in the event of such failures via SMS and e-mail messaging.

8. OPERATION

8.1. Critical Performance Parameters

Note: All Tenderers will be required to demonstrate the following capability on demand:

- 8.1.1. The software and database shall be able to accommodate, with no special changes other than hardware scaling, more than 50 000 customers through 80 vendors generating a minimum of 200 000 transactions per month with no upper limit restrictions.
- 8.1.2. The software and database shall have no limitation on the number of named users and work stations it can accommodate.
- 8.1.3. The system must be a real time system.
- 8.1.4. The tenderer must indicate how many transactions per second can be processed.
- 8.1.5. A standard vending operation shall be less than 30 seconds from request to completion token printing or programming.
- 8.1.6. Thin client architecture shall require less than 32kb/sec to be functional over WAN.
- 8.1.7. The system shall be operational on a 24 / 7 basis.

8.2. Languages & Currency

- 8.2.1. Standard language available on the system shall be English.
- 8.2.2. Standard currency available on the system shall be South African Rand/cents. The system shall allow for the configuration and adjustment of multipliers and decimal points.

8.3. Electricity Prepayment Vending

8.3.1. Transactions

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- 8.3.1.1. All transactions shall be automatic to such an extent that taxes, levies, standing charges, arrears and services are all created through individual rows in the database.
- 8.3.1.2. Any rounding errors of kWh beyond the first decimal shall be recorded in the database as separate transaction rows to ensure effective reconciliation.
- 8.3.1.3. Transaction reversals shall:
 - 8.3.1.3.1. be effected with full trace-ability of the reversal;
 - 8.3.1.3.2. shall allow for a reason to be supplied;
 - 8.3.1.3.3. shall be traceable to an operator; and
 - 8.3.1.3.4. shall reverse an entire transaction batch consisting of taxes, levies, auxiliaries and resource amounts.

8.3.2. Vending Operations

- 8.3.2.1. The system shall be capable of vending on-line to all prepayment meters (proprietary and STS) in the Municipality's area of electricity supply.
- 8.3.2.2. The system shall be capable of vending on-line engineering tokens.
- 8.3.2.3. The system shall be capable of vending free electricity grants on request, automatically and by alternative methods such as SMS, etc.
- 8.3.2.4. The system shall be capable of collecting arrears.
- 8.3.2.5. The system shall be capable of handling step tariffs.
- 8.3.2.6. The system shall be certified by the STS association as being Vending, Engineering and Key Change Management compliant. Copy of certificate must be attached.
- 8.3.2.7. The system shall be capable of allowing transaction viewing, re-prints and reversals, without compromising the integrity of transactions and subject to appropriate security.
- 8.3.2.8. The system shall have ability to look up the localized:
 - 8.3.2.8.1. transaction history,
 - 8.3.2.8.2. free units,
 - 8.3.2.8.3. replacement tokens,
 - 8.3.2.8.4. engineering tokens, and
 - 8.3.2.8.5. arrear payments of a relevant consumer subject to appropriate security.
- 8.3.2.9. The system shall have the ability to calculate and display cash change to the vendor.
- 8.3.2.10. All payment updates must be done before the next business day (After 09h00 so that all payment updates can be done on Saldanha Bay financial systems)

8.3.3. Vending Management

- 8.3.3.1. The system shall allow for the definition of independent banking batches, sales batches and shift batches to accommodate various levels of operators.
- 8.3.3.2. The system shall allow for the automated or manual sign-off of banking batches from a central point.
- 8.3.3.3. The system shall allow for both upfront and deposit-based credit management mechanisms. In the case of upfront vending, vendors shall have pre-defined, replenishable credit limits limiting the exposure at certain outlets. The option shall exist to update credit limits automatically or manually.
- 8.3.3.4. Tokens and receipts shall be contained in customizable templates.
- 8.3.3.5. See Annexure "A" for an example detailing information to be reflected on the printed token.

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8.3.4. Arrears

- 8.3.4.1. The system shall have the ability to collect multiple categories of arrears from the consumer by leveraging the prepayment transaction according to a unique formula for each consumer.
- 8.3.4.2. A consumer's unique collection profile shall be automatically updated by the system based on historic payments made.
- 8.3.4.3. All credit control shall be carried out in MUNSOFT; however the vending system must be capable of overwriting the amount.
- 8.3.4.4. Multiple meters and accounts per Erf must be accommodated.
- 8.3.4.5. MUNSOFT sends the following details to the Vending System:
 - 8.3.4.5.1. The amount to be recovered.
 - 8.3.4.5.2. A variable percentage recovery.
 - 8.3.4.5.3. The MUNSOFT prepaid contract account number.
 - 8.3.4.5.4. The prepayment meter number
- 8.3.4.6. The Vending System sends the following details to MUNSOFT:
 - 8.3.4.6.1. All arrear payments received from the customers: variable percentage.
 - 8.3.4.6.2. MUNSOFT prepaid contract account number
 - 8.3.4.6.3. The prepayment meter number.

8.3.5. Tariffs

- 8.3.5.1. The system shall accommodate step tariffs, with an unlimited number of kWh-based steps.
- 8.3.5.2. Unique tax and fixed charges profiles shall be definable for each tariff block.
- 8.3.5.3. Tax and fixed charge blocks independent from step tariff blocks shall be definable according to monthly monetary value transacted, or kWh bought.
- 8.3.5.4. The Vending system shall have automated activation dates for tariff changes.
- 8.3.5.5. The Vending system shall allow the Municipality to change their reconciliation and tariff rules, irrespective of the system's functionality and operation the transactions shall be reconciled by an independent reconciliation application operating at central level.

8.3.6. Payment System

- 8.3.6.1. The vending system shall be capable of supporting the following:
 - 8.3.6.1.1. Vending clients:
 - 8.3.6.1.1.1. Windows PC
 - 8.3.6.1.1.2. Retail Shop
 - 8.3.6.1.1.3. Cell phone vending
 - 8.3.6.1.1.4. Web based vending (Internet)
 - 8.3.6.1.1.5. ATM
 - 8.3.6.1.2. Engineering clients
 - 8.3.6.1.2.1. Windows PC
 - 8.3.6.1.2.2. Web based
- 8.3.6.2. The type of transaction at the vending outlet shall be recorded as follows:
 - 8.3.6.2.1. Cash - shall be captured manually by keystroke. No cheque payments will be accepted through the vending system.
 - 8.3.6.2.2. Credit/debit card – shall be recorded by either swiping the credit /debit card through the vending system card reader or capture details manually.

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8.4. Vendor Management

8.4.1. The tenderer shall be responsible for the following:

- 8.4.1.1. Setting up guidelines for appointing and contracting the vendors and compiling an agreement / contract pricing. The guidelines and agreement to be approved by the municipality.
- 8.4.1.2. Advertising and information meetings with prospective vendors.
- 8.4.1.3. Appointment of vendors and signing of contracts. The Municipality will determine the quantity and position of vendors per location as required.
- 8.4.1.4. Providing all the necessary hardware, software and communications equipment needed for the vendor to operate.
- 8.4.1.5. Providing training as and when necessary for the vendor or his appointed operators in order to operate the equipment and relevant software.
- 8.4.1.6. Providing the necessary consumables, e.g. paper, printer cartridges, etc.
- 8.4.1.7. Providing the routine, preventative and necessary maintenance, repair and servicing as is required to maintain the equipment.
- 8.4.1.8. Collection of all revenue from the vendors if required.
- 8.4.1.9. Providing the necessary security measures for collecting the revenue if required.
- 8.4.1.10. To reconcile the revenue received from the vendors on a daily basis and provide the necessary credit to the vendor to continue vending.
- 8.4.1.11. Payment of any vendor commissions owed.
- 8.4.1.12. Payment of revenue received (Prepaid & Auxiliary separately) directly in municipality's account within 72 hours together with a reconciliation of said revenue.
- 8.4.1.13. Providing daily, weekly and monthly reports as required by the municipality.
- 8.4.1.14. Provide audit reports.

8.4.2. Support Services

8.4.2.1. The tenderer shall be responsible for the following:

- 8.4.2.1.1. Provide A 24/7 call centre.
- 8.4.2.1.2. Provide a 24 x 7 support service for vendors. - min response times for example 3 hours onsite, 3 hours' repair

8.5. Meter Management

8.5.1. To assist with meter management, the system shall have the ability to record a meter status.

8.5.2. All meter management processes shall be performed via a user-friendly, iconic graphical user interface depicting a certain task. The minimum number of pre-defined meter management tasks shall be:

- 8.5.2.1. Receive a meter from a service provider
- 8.5.2.2. Send a meter to a service provider for repair
- 8.5.2.3. Scrap a meter
- 8.5.2.4. Install a meter
- 8.5.2.5. Remove a meter
- 8.5.2.6. Change status of a meter
- 8.5.2.7. Update status of a meter
- 8.5.2.8. Create a location
- 8.5.2.9. Update locations details

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- 8.5.2.10. Link a consumer with a location / meter
- 8.5.2.11. Having the ability to prevent an operator to upload/update a new meter without all Mandatory fields being completed correctly
- 8.5.3. Meter management processes shall automatically change the modes of operations associated with a meter.
- 8.5.4. The system shall allow for the definition of an unlimited number of meter locations.

8.6. Reporting and Information

Provision should be made for a query engine and report generating system for reporting, viewing and printing on inter alia:

- 8.6.1. Revenue Reporting
 - 8.6.1.1. 6-month revenue history
 - 8.6.1.2. 12-month revenue history
 - 8.6.1.3. Geographical sales
 - 8.6.1.4. Geographical sales summary
 - 8.6.1.5. Management summary
 - 8.6.1.6. Tariff sales
 - 8.6.1.7. Tariff sales summary
 - 8.6.1.8. Terminal sales report
 - 8.6.1.9. Vendor sales summer
 - 8.6.1.10. Vendor sales
 - 8.6.1.11. Vendor sales by operator
- 8.6.2. Auxiliaries (DEBT) Reporting
 - 8.6.2.1. Debt summery per area
 - 8.6.2.2. Debt overview
- 8.6.3. Customer Reporting
 - 8.6.3.1. Customer & meter search
 - 8.6.3.2. Customer & meter search with debt
 - 8.6.3.3. Customer per status list
- 8.6.4. Engineering Reports
 - 8.6.4.1. Active meter summary and details
 - 8.6.4.2. Free issues with operator
 - 8.6.4.3. Installed meter summary
- 8.6.5. Revenue Protection Reporting
 - 8.6.5.1. Meter never purchased
 - 8.6.5.2. Meter per status and location
 - 8.6.5.3. Zero / Low purchase report

9. MUNSOFT AND VENDING SYSTEM INTERFACES

- 9.1. It shall be the responsibility of the successful Tenderer to liaise with the service providers of the \ MUNSOFT system to ensure system compatibility and to finalize the detailed design of the interfaces after the contract has been awarded. (See Annexure "D").
- 9.2. The following are the minimum interfaces that will be required to provide functionality \ between MUNSOFT and the Vending System:
 - 9.2.1. An arrears balance / credits outbound file from MUNSOFT to the Vending System. Before downloading balances to the Vending System, all balances must be zeroed on Vending System.
 - 9.2.2. An arrears payments / refunds inbound file from Vending System to MUNSOFT for arrears collected and refunds given.

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- 9.2.3. An outbound file from MUNSOFT to the Vending System for customer data for all new connections and retrofits (credit meters replaced with prepayment meters).
- 9.2.4. An inbound file from the Vending System to MUNSOFT for all meter changes carried out (may be considered).
- 9.2.5. An inbound file from the Vending System to MUNSOFT for all Vendor sales.
- 9.2.6. An inbound file from the Vending System to MUNSOFT for sales transactions that has been deleted.
- 9.2.7. In the interfaces listed above only the data that has changed must be transferred between the Vending System from MUNSOFT.

10. SYSTEM TESTING

- 10.1. The test procedure to be followed during the testing of the Vending System must be submitted with the tender
- 10.2. The system including interfaces with MUNSOFT and the “Super” vendors shall be tested thoroughly together with the successful Tenderer and the personnel from the Municipality before final handover.

11. MIGRATION OF DATA AND COMMISSIONING OF NEW SYSTEM

- 11.1. The successful Tenderer shall be responsible for migration of all existing data from the existing Vending Systems operating in the Municipality to the new Vending System.
- 11.2. A project plan showing the proposed stages for the commissioning of the new Vending System shall be provided as part of the tender documents.
- 11.3. The Tenderer shall specify his full commissioning schedule from the setting up to the final handover of the Vending System.
- 11.4. It is accepted that the new MUNSOFT interfaces will have been fully tested and approved before the commissioning.
- 11.5 All information will be made available electronically to SBM

12. TRAINING

- 12.1. The scope and cost of the training for the staff of the Municipality shall form part of the tender.
- 12.2. A full training schedule indicating what type and level of training shall be provided.
- 12.3. The Municipality’s staff must be fully trained and proficient before the system is finally handed-over.
- 12.4. The training shall include, but not limited to:
 - 12.4.1. Full system administration
 - 12.4.2. Database administration
 - 12.4.3. Report reading and selective report writing skills
 - 12.4.4. Data mining tools

13. ALTERNATIVE VENDING OPTIONS

- 13.1. The system should as a minimum, cater for:
 - 13.1.1. Mobile PoS vending via handheld vending devices operation on GPRS / GSM.
 - 13.1.2. Cell phone vending for mobile vending agents using standard cell phones to sell electricity.

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13.1.3. Internet Web Site vending. Payment mechanism on the web site must cater for: credit/debit cards and vouchers.

13.1.4 To ensure a high level of service delivery all alternative methods of vending will be considered. Suppliers must be able to prove functionality of such methods.

This should be a separate, dedicated switching application.

14. MOBILE ENGINEERING CLIENT

The system shall support and interface for 10 online, GPRS-based mobile meter engineering applications as required by Council. The application will be as a minimum be used to perform key change tokens, clear tamper tokens, clear credit tokens and replacement credit.

15. MANAGEMENT OF VENDORS BY SERVICE PROVIDER

15.1. Stipulate criteria to determine placement of Vendors.

15.2. Stipulate commission to be paid to Vendors.

15.3. Method of payment, credit or up front.

15.4. Criteria for appointment of Vendors.

16. SYSTEM OVERVIEW

16.1. Introduction

16.1.1. This Project Specification outlines the requirements for the supply and commissioning of a pre-paid electricity system for the Saldana Municipality.

16.1.2. This revenue management will consist of the following subsections:

16.1.2.1. Existing Pre-Payment Vending System:

16.1.2.1.1. Single phase meters;

16.1.2.1.2. Three phase meters.

16.2.1. MUNSOFT SYSTEM

The Munsoft System consists inter alia of the following sub-systems:

MUNSOFT INCOME EXPENDITURE

General ledger

Consolidated billing

Cash Book

Receipting

Stores

Debtors

Creditors

16.2.1.1. MUNSOFT Debtors

The MUNSOFT Debtors system is designed to control all Debtors relating to Government, both Local, and Regional, Development Corporations and certain specialised industries. The Debtors system contains many types of Debtors along with the related charge structures as follows:

- Municipal Rates and Service Charges
- Water & Electricity metered Charges

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- Sundry Charges
- Rentals
- Loans (including subsidization)

Each Debtor can have any combination of the above, separated by different user defined balance types. Up to 9 different types are catered for enabling one Debtor to have for example, water, electricity, rates, loan, sundry debits and service charges all separated within the debtor, providing a consolidated account. Debtors can also be categorized to provide outstanding balances and statistical information in breakdowns of tariffs, departments (or branches) consumer types and zoning. A full transaction history of all transactions is attached to each Debtor and available to the user via enquiry screens and Reports. Loans are stored separately to outstanding arrears, allowing the user to see complete interest and redemption on a Debtor's loan, and separately, to see a full age analysis of outstanding installments. This separation allows the user to charge a separate penalty interest on arrears installments, if interest is not charged on the interest on the loan. Interfaces between Consolidated Billing and other MUNSOFT modules include:

- General Ledger Interface:

All financial transactions that occur in the Consolidated Billing module can be transferred to the relevant General Ledger accounts.

16.2.1.2. MUNSOFT General Ledger

The General Ledger is the core of the MUNSOFT Accounting System. All Sub Ledgers tie into the General Ledger in some way or other. The General Ledger is a combination of both Income and Expenditure and the Balance Sheet. Every posting done to the Ledger has to be done to a Ledger account. These accounts are generally set-up at the beginning but more accounts can be added at a later stage when required. It is however, dangerous to either delete an existing account or change the characteristics of an account once postings to that account have taken place as this could cause the Ledger to go out of balance.

The General Ledger is a balanced Ledger and at all times the total Credits will equal the total Debits, requiring each posting to have a contra posting. Each Ledger Account will store the balances for each month within each financial year. Throughout the Ledger, every balance is associated with a Financial Period. This is always in the format YYYYMM. The financial period, for instance, for February 1998 will be 199802. Each balance will have attached to it a full history of all transactions making up that balance. This enables the user to break down the Ledger into 3 different types of balances, namely:

- Account balances for the year
- Account balances for each month
- Individual Financial Transactions per Account/period.

The Ledger operates using the abovementioned Financial Periods, giving the user the option to determine the range of financial periods to which postings are allowed. MUNSOFT uses the terms PERIOD CLOSE and PERIOD END. These determine the range between which posting can be done. Once a PERIOD is CLOSED; no postings can be done to that PERIOD or prior to that period. This then protects Ledger data that has already been audited and approved. PERIOD END determines which was the last month ended. This opens up a new month to which postings can be done. PERIOD END is usually done on the last day of each month. This allows postings to be done to the next FINANCIAL PERIOD. Journals can still be posted to a period that has been ended. Enquiries and reports however, can be done on ANY financial period whether CLOSED or not. The

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Ledger Account number itself is a structure of the Ledger and the determining of the Account structure is vital before any Ledger Accounts are created. Each account is assigned to a VOTE (Department), a SUB VOTE (Sub Department) and an ITEM. Consequently, an account that will fall into Vote 1, Sub Vote 2, will begin with 1-02. The item for the account is the last digits, and all item numbers should be the same throughout different votes. If we need an account for Salaries in Vote 1, Sub Vote 2, the Ledger Account will be of the format 1 02 00 1. If a new account is needed for Salaries Vote 2, Sub Vote 2, then the account should be of the format 2 02 00 1. The item therefore, will remain constant throughout the Ledger irrespective of Vote and Sub Vote under which it falls. Ledger Accounts can be broken down further with the use of CATEGORIES and SUB CATEGORIES. These will provide extra detailed totals on reports such as Budget Comparison Report and Balance Sheet.

Once the Ledger Accounts have been set up, budgets can be allocated to the individual accounts. This will then give accurate Budget Comparisons for the accounts, votes and sub votes. The majority of the postings to the Ledger will come from the various Sub Ledgers in use by the organization such as Debtors, Cash Book, Loan Register, Creditors, etc. Corrections do sometimes need to be made and these can be done within the Ledger, especially for the purpose of Take-on balances.

16.2.1.3. MUNSOFT Stores Module

16.2.1.3.1. The MUNSOFT Stores Module provides the user with up-to-date information on the position of their stores. It provides the user with details on the actual stockholding and value of each store.

16.2.1.3.2. Interfaces to other modules.

16.2.1.3.3. Stores – General Ledger Interface:

16.2.1.3.3.1. If the Stores – General Ledger Interface option is set to “Yes” in the Company file, the Store system will create batches to be updated on the GL. These batches are then outputted to the GL via the “isc042.p” program.

16.2.1.3.3.2. This interface also controls the updating of the Vehicle Costing and Creditors Modules where necessary.

16.2.2. Network Server (Financial Server)

The program on the network server is LINUX Red Hat or Fedora latest Core

17. DATA MANAGEMENT, REVENUE PROTECTION AND TID ROLLOVER

17.1 Background

The tenderer will be required to execute revenue protection, data management and TID roll over tasks in compliance with NRS 055 to reduce the financial risks to Saldanha Bay Municipality. Physical audits, technical inspections, service supply connections and disconnections are some of the activities required to secure and protect the revenue stream of the municipality.

The tenderer will be responsible for data verification and management by applying the latest processes, technology and software.

All works to be done for this project shall be in accordance with SANS 10142 as revised to date.

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17.2 Scope

17.2.1 The successful tenderer will support the municipality with data management and will provide a revenue protection, data management and to eliminate the loss of revenue in electrical consumption through pre-paid as a result of meter tampering and or bypassing.

The successful tenderer will also support the municipality with the TID Rollover Process to be completed before October 2024.

- a) Inspection at each prepayment meter;
- b) Insert a digital PPM code as generated by the Vending Company; and
- c) Report if change in base date was successful.

The amount of postpaid meter consumers within the distribution jurisdiction of the municipality are as follows:

Manufacturer	Meter Type	Active Meter Count
Actaris	Actaris 1 Phase	11 316
Conlog	Conlog 1 Phase (STS)	5 879
Landis & Gyr Elec	L & G 1 Phase (STS)	2 133
Tellumat	Plessey 1 Phase (STS)	303
Tellumat	Plessey Elec (1 Phase) (Sequence P R)	21
Actaris	Actaris 3 Phase (STS)	8
Conlog	Conlog Elec (3 Phase) Magnetic (STS)	34
Landis & Gyr Elec	Landis & Gyr Elec (3 Phase)	16
Total Pre-paid meters		19710

17.2.2 It will comprise the provision of data management and revenue protection activities for the entire municipal distribution area. This will include:

- a) Data and Revenue protection sample audits;
- b) Data and Revenue protection data audits;
- c) Data and Revenue protection tamper detection audits;
- d) Data and Revenue protection target audits;
- e) Data and Revenue protection all-inclusive audits;
- f) Data and Revenue protection remedial actions;
- g) Data and Revenue protection normalization actions;
- h) Insertion of TID Rollover key change tokens, effectively converting the base date of the prepayment meters;
- i) Data analysis and interrogation;
- j) Maintenance of continuous quality and accuracy updates to existing system data
- k) Management of a detailed reference database;

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- l) GIS Field management console for management of all consumers; and
- m) Spatial analysis and Geographical presentations of all audits through GIS techniques.

***The successful tenderer shall provide its own technical vending operator/s (call center) to support the audit teams with the generation of all the necessary engineering tokens. The operation and management of system interaction and token exchange must be guided by municipal rules and procedures. The tenderer must equip the vending operator/s and audit teams with the necessary tools to secure direct line of communication between the two parties. All costs pertaining to the vending operator/s and all associated costs will be the responsibility of the tenderer.**

17.2.3 The successful tenderer will be required to perform audit activities in high-risk geographical zones within the municipal area. The tenderer will be responsible for sufficient security measures to ensure the safety of its audit teams.

17.2.4 The tenderer should provide a minimum of 5 (five) audit teams that will be stationed within the municipal area for the duration of the tender period.

17.3.1 Standard code of conduct for audit teams

- a) If unsure about the legality of an instruction, the tenderer shall seek clarity from the Electrical Services Department.
- b) Under no circumstances shall the tenderer perform any function that he or she is not authorized to perform. In any case of doubt, the matter shall be referred to the Electrical Services Department. Municipal consumers shall always be addressed in a respectful and courteous manner.
- c) The tenderer's audit teams shall not retaliate when subjected to abuse by an irate consumer. In the event of any abuse, this shall be referred to the Electrical Services Department.
- d) The tenderer's staff, including skilled, semi-skilled and unskilled staff, shall be appropriately dressed.
- e) The audit teams must be fully equipped with all the necessary equipment and personal protective equipment in terms of the Occupational Health and Safety Act.
- f) Every audit team member must wear an identification card that must be clearly visible to consumers.
- g) The audit team members must be authorised by the municipality to perform low voltage disconnection and reconnection (a copy of such authorisation must be in their possession whilst on duty).
- h) Every audit team vehicle must be clearly identifiable as authorised contractors on both front doors.

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17.3.2 Audit liability and risk

The successful tenderer shall be held liable for all authorised inspections conducted by the audit teams on a consumer's premises. The tenderer shall be responsible for the costs incurred in cases of loss or damage to private - and or municipal property if sufficient evidence is submitted to substantiate a consumer's and / or the municipal claim for monetary compensation. The successful tenderer must submit proof of public liability insurance.

The successful tender shall be responsible for the safeguard costs of the audit teams (including additional security measures). It is expected that the tenderer performs consistent audits and remedial actions throughout the entire municipal area (including high risk areas).

17.3.5 Audit team's prerequisites

17.3.5.1 The tenderer must make use of the latest techniques and technologies when performing field audits and capturing of data.

17.3.5.2 To eliminate human errors as far as possible, the successful tenderer is required to utilize Handheld Devices (HHD) with navigational tools and related software for the acquisition and management of field data. The HHD should be an Android or iOS driven device and should be fully compatible to operate the TGIS and Munsoft. The minimum specification for the HHD.

The use of Handheld Device (HHD) to capture field information plus the software to export captured data into an Excel spread sheet are mandatory. The devices to be used to capture data must have features that include on-board data storage. The device must make use of easy menu driven function / option selection and have the ability to update records when returning from the field for accurate record keeping and maintaining data integrity.

17.3.5.3 The tenderer shall provide handheld Devices with navigational tools to the tenderer's audit teams.

17.3.5.4 The tenderer's audit team must consist of at least 3 (three) fully qualified electricians. The tenderer must submit proof that the 3 (three) individuals passed an accredited electrician's trade test.

Standards as set out in the SANS 10142 Wiring Regulations must be followed. Contractor must be registered at ECB and must have a 3-phase wireman's license. Must comply to all SBM Safety regulations and standards.

17.3.5.5 The tenderer shall provide and install all the necessary devices and software needed to operate data and revenue protection and shall maintain and upgrade the hardware during the contract period.

Ownership of hardware in the municipal environment will revert to the municipality when the full once- off payment has been confirmed in reference to pricing schedule or in the event of a contract breach caused by the Tender.

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17.3.5.6 The minimum consumer / installation data that must be collected is stipulated in

The following information need to be captured on the audit spreadsheet.

1. Old seal number;
2. New seal number;
3. Meter number/ Type;
4. Load control number;
5. New seal number;
6. Erf Number;
7. Street Name;
8. Street Number;
9. Town;
10. Type of Meter;
11. Initials and Surname of client;
12. Remaining Credit;
13. Breaker Trip;
14. Key Revision;
15. Set power limit;
16. Tamper States;
17. Connection Box;
18. Condition of the Installation;
19. Audited By;
20. First audit date;
21. Second audit date; and
22. Third audit date.

POPI: The personal data collected during the process will be used for Saldanha Bay Municipality to manage meters audits and TID Rollover.

If a meter or Load control unit is tampered with the following procedure needs to be followed:(If the seal has been removed, damaged, bypassed or tampered with)

- Contact SBM Electrical department.
- Seal the breaker with special seal.
- Record all data: Unit number, Meter number, and Seal number (where applicable).
- Take Photos.

17.3.5.7 The tenderer must have proven experience of at least a 3 (three) year track record for data and revenue protection services in a municipal environment and may be required to practically demonstrate their service solution (see client reference).

17.3.6 Client Reference

Tenderers must submit a detailed reference report of existing and / or previous clients (provide contact names and details of the individuals who should be contacted in this regard).

The tenderer must prepare reference clients. All contacts with reference clients will be arranged through tenderer, but Saldanha Bay Municipality reserves the right to conduct these information-sharing sessions without representatives of the tenderer being present.

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17.3.7 Southern Africa Revenue Protection Association (SARPA)

17.3.8 Consumer awareness campaigns

- a) The tenderer will be responsible for the compilation and placement costs of notices and advertisements for local media outlets. All activities pertaining to data management and revenue protection, that collectively affects the municipal consumer base or specific geographical area, must timeously be communicated to consumers via notifications, newspaper and radio.
- b) All notices and advertisements will be reviewed and subject to municipal editing.
- c) All notices and advertisements will be placed as official municipal communiqué.
- d) All notices to be in triplicate form (one per customer, one per contractor, book to the Municipality).

17.3.9 Technical Specification

- a) A full data capturing and GIS mapping audit of all active municipal meters and consumers will be required.
- b) The minimum amount of data and inspection fields must be guided by NRS 055 and the municipal service level agreement.
- c) The Work Manager application will be utilised on the HHU to conduct audit inspections for predefined geographical areas and consumer types. All field data, including coordinates and photos will be captured and stored by the said solution.
- d) The successful tenderer will generate all scheduled and completed work orders on TGIS. The tenderer will be able to manage reporting and monitor field performance with customisable modules in the solution. The detail of the system processes and tasks to be completed will be defined in an agreement with the municipality.
- e) Detailed reports have to be presented, coupled with feedback & monitoring reports on a weekly and monthly basis.

17.3.10 Audit types

17.3.10.1 Extent of work

The tenderer will be required to conduct audit inspections during:

- a) Workdays (excluding weekends and public holidays) between 08h00am and 05h00pm – normal time tariff; and
- b) Workdays (excluding weekends and public holidays) after 05h00pm – over time tariff (the municipality may include additional tasks as and when required).

The audit types and standard content are as follows:

17.3.10. 2 Normal Audit

- a) Conduct house-to-house audits in accordance with a map or a computer printout;
- b) Test the meter's tripping mechanism by using tamper pin codes or any other specific test as and when required;
- c) Switch on an appliance in the house, in order to check the usage rate;
- d) Notify back-up maintenance teams if the tripping test fails;
- e) Record all findings (for example tamper, bypass, already cut off, not tripping, faulty, not sealed, cannot be sealed, meter damaged, not on system);

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- f) Confirm that the anti-tamper seal is in place. If the seal has been tampered with, cover with a protection seal to protect the evidence;
- g) Record all the basic consumer and installation data on an audit form;
- h) In the event of tampering, give the consumer a written warning not to tamper again;
- i) Promote safety awareness;
- j) Check all seals and seal unsealed meters;
- k) Capturing high quality photo of installation before and after audit inspection
- l) Submit the audit forms to the municipality;
- m) Revisit homes where access to the meter in the consumer's absence is not possible;
- n) Capture high quality photo;
- o) Issue notice and let client sign form (no old tokens will work after key change tokens for TID has been inserted);
- p) Punch in any old tokens;
- q) Insertion of TID Rollover key change tokens as per municipal instruction;
- r) Mark all meters with color-coded stickers to identify which was completed, tampered and or faulty; and
- s) Submit a copy of every tamper notice to the municipality every day.

17.3.10.3 Full audit

- a) Conduct house-to-house audits in accordance with a map or a computer printout;
- b) Design the audit form to fit the specific needs of each area;
- c) Design consumer information letters for each type of action;
- d) Test the meter's tripping mechanism by using tamper pin codes or any other specific test as and when required;
- e) Switch on an appliance in the house, in order to check the usage rate;
- f) Open meters that fail the above test;
- g) Check for tampering and remove tampering apparatus for safe keeping;
- h) Check incoming cable outside of house;
- i) Check for possible tamper within the backplate at common base meters;
- j) soft / hard disconnect the supply if the meter is found to have been tampered with;
- k) Issue disconnection notice;
- l) Ensure that the anti-tamper seal is secured with a protection seal;
- m) Complete the audit form with the consumer and installation data (for example, ID and telephone numbers, number of persons in the house, type of house, meter usage totals, credit on meter);
- n) List all appliances in the house;
- o) Record specific findings (for example, tamper, bypass, already cut off, not tripping, faulty, not sealed, cannot be sealed, meter damaged, not on system);
- p) Check all seals and seal unsealed meters;
- q) If no holes, switch off power in the service distribution box (stubby);
- r) Remove meter, drill holes, attach seal and record number; and
- s) Switch on power in service distribution box or pole box.

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- t) If the meter is in tamper mode, contact municipal office for tamper code;
- u) Notify back-up maintenance teams to deal with tampers and faulty meters;
- v) Normalize each installation for safety reasons, before leaving;
- w) Hand in forms to the persons who capture the data on the revenue protection data system;
- x) Revisit premises where the data is not comprehensive;(at who's cost)
- y) Capturing high quality photo of installation before and after audit inspection
- z) Leave "not at home" warning letters with a contact telephone number, if nobody answers the door; (On notice 14days or according to Electricity Act and marketing/importance of Tidd Rollover);
- aa) Revisit these "not at home" consumers until the consumer is found at home;(compile list of "not at home" and hand in at electricity department.) revisit afterhours only on consent of Electricity Department;
- bb) Compile a spreadsheet of the work completed and submit it to the municipality;
- cc) Submit management reports to the municipality on a monthly basis;
- dd) Capture coordinates;
- ee) Issue notice and let client sign form (no old tokens will work after key change tokens for TID has been inserted);
- ff) Punch in any old tokens;
- gg) Insertion of TID Rollover key change tokens as per municipal instruction;
- hh) Mark all meters with color-coded stickers to identify which was completed, tampered and or faulty;
- ii) Submit a copy of every tamper notice to the municipality every day.

17.3.10.4 Zero or low consumption audit

- a) Visit only specific houses in accordance with a computer printout or a list;
- b) Verify the reason for the zero or low purchasing of electricity;
- c) Test the meter's tripping mechanism by using tamper pin codes or any other specific test as and when required;
- d) Switch on an appliance in the house, in order to check the usage rate;
- e) Check incoming cable outside of house;
- f) Check for possible tamper within the backplate at common base meters;
- g) Soft / hard disconnect any tampered or bypassed meters;
- h) In the event of tampering, hand over a tamper notification;
- i) Replace faulty meters;
- j) Record consumer and installation data;
- k) List all appliances in the house;
- l) Record any specific problem encountered during the audit;
- m) Capturing high quality photo of installation before and after audit inspection;
- n) Submit a copy of every tamper notice to the municipality every day;
- o) Report information to the municipality once the list is completed;
- p) Capture coordinates;
- q) Issue notice and let client sign form (no old tokens will work after key change tokens for TID has been inserted);
- r) Punch in any old tokens;
- s) Insertion of TID rollover key change tokens as per municipal instruction; and
- t) Mark all meters with color-coded stickers to identify which was completed, tampered and or faulty.

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17.3.11 Reports

17.3.11.1 Daily reports

A list of all tampers, bypasses, faulty meters, unsafe installations and all a list of all disconnection notices issued. This report must be in and Excel or computer printout report and must state the full address, account nr, meter number, old and new seal numbers.

17.3.11.2 Weekly Reports

- a) A list of all tampers, bypasses, faulty meters, unsafe installations and a list of all disconnection notices issued. This report must be in and Excel or computer printout report and must state the full address, account nr, meter number, old and new seal numbers.
- b) A list of all premises visited.
- c) A list of “not at home” first visit with a copy the letter issued.
- d) A list of all disconnections.
- e) A list of all reconnections.

17.3.11.3 Monthly Reports

- a) A list of all tampers, bypasses, faulty meters, unsafe installations and all a list of all disconnection notices issued. This report must be in and Excel or computer printout report and must state the full address, account nr, meter number, old and new seal numbers.
- b) A list of all premises visited
- c) A list of “not at home” first visit with a copy the letter issued.
- d) A list of “not at home” after hour and/or second visits with letters issued.
- e) A list of all disconnections.
- f) A list of all reconnections.
- g) A map of completed areas.
- h) A spreadsheet or computer printout of all data audited and received.
- i) A list of all seal numbers used which will include the responsible person who sealed the specific meter.

17.3.12 Seals

The sealing of electrical meters will be performed in accordance with NRS 096 and all procedures will be guided by the municipality’s sealing policy and applicable procedures.

The following steps will apply:

- a) The tenderer will utilise municipal issued standard seals (bar coded tool-less seals).
- b) The colour coding of the seals will be specified by the municipality.
- c) Seals shall not be issued to any person or persons other than those who have been authorized in writing.
- d) Only authorized personnel will be issued with a controlled reasonable number of seals and they shall be held responsible for that specific number of seals, by signing for them in a register.
- e) The details of the seals and sealing tools issued shall be recorded in a central data registry - details of the seals include the type, colour, markings and the numbers issued.
- f) A minimum of two seals must be installed per electrical meter.

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- g) On completion of the audit inspections / tasks the code numbers of the seals used, shall be recorded on the handheld computer against relevant work order.

The successful tenderer will be responsible for the full cost of the municipal standard seal stock that is utilised during the above audits (see clause 17.3.10)

17.3.13 Remedial action (disconnections of electrical supply)

The tenderer will be required to perform low voltage disconnections of electrical supply in the following cases (without any prior notification):

- a) On direct instruction from the municipality;
- b) Where illegal electrical connections / wiring was identified;
- c) Where tampered meters / installations were identified; and
- d) Where gross unsafe installations were identified (in transgression of SANS 10142).

17.3.14 The successful tenderer shall be stationed at a satellite office within the town of Vredenburg to perform specific revenue protection - and data management activities for the duration of the tender period. The tenderer shall locate the office space not further than 180 (one hundred and eighty) km from Vredenburg main municipal office. The tenderer will be responsible for all cost pertaining to the satellite office.

17.3.15 Measurement

17.3.15.1 Method of Measurement

Except where otherwise specified in the project specifications or in the preamble to the schedule, all items in the schedule shall be measured and shall cover the operation as specified.

17.3.15.2 Tender Sum

The sum tendered in the bill of quantities shall cover the Tenderer's direct and overhead cost and profit and all other costs of complying with the obligations, liabilities, risks and requirements associated with such item.

17.3.15.3 Method of Measurement, All Sections of the Schedule

Except where otherwise specified in schedule 17 of a standardized specification or in the project specification or in the preamble to the schedule, all items in the schedule shall be measured and shall cover the service and operations.

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17.3.15.4 Preliminary and General Item or Section

Contents:

- a) A preliminary and general item or section of the schedule of quantities (**pricing schedule**) is provided to cover the Tenderer's charges for compliance with the requirements of the conditions of contract and with this specification, as well as his charges for the installation, commissioning, provision, audits and services are specified.
- b) Provision will be made in the schedule for lump sums to cover the cost for the Tenderer to the install, commission, supply, execute audits and services and eventually dismantling and remove specifically identified plant, tools and equipment and of complying with any other obligations of a preliminary and general nature in terms of the contract. Wherever practicable, separate preliminary and general items will be scheduled to cover the Tender's time-related costs and his fixed costs.
- c) The "duration of service" applicable to a time-related item shall be a period that commences on the date on which the scheduled activity starts (scope of work), date of completion of such activity or the date of the substantial completion, as applicable.
- d) The same section of the schedule may include items to cover prime cost items, provisional sums, normal hour works and after hour works.

17.3.15.5 Tendered Sum

The sum tendered in the schedule for any preliminary and general item shall cover:

- a) The Tenderer's direct and overhead costs, profit and all other costs for the provision of the item, or
- b) The costs of complying with the obligations, liabilities, risks and requirements associated with such items, or
- c) The costs referred to in both (a) and (b) above.

17.3.15.6 Tenderer to price all items.

The Tenderer shall price all the items listed in the fixed and variable costs sections of the schedule. These items and prices will form the basis of the schedule. In the absence of a price against any item, no claim for additional costs or charges for provision of any of the duties, services, facilities or obligations required in respect of that item will be considered.

17.3.16 Payment

17.3.16.1 Terms of Payment

The terms of payment shall conform to the relevant clauses of the applicable conditions of contract.

Initial _____

17.3.16.2 Variable Cost Items

Payment for variable cost items will be affected only after the amount of variable items for services rendered have been verified by the Electrical Services Department. Payment for the relevant variable cost item has been made: Subject to the provisions of 17.3.16.3, payment of variable amounts (calculated by the division of the remainder of the tendered sum by the number of months required to complete the service / activities for which the relevant sum was tendered) will be authorized in each of the deliverable confirmation progress until the sum tendered has been paid.

17.3.16.3 Adjustment of Payment for Variable Cost Items

Should the Tender fail to continue to provide all or part of the services or to meet all of part of the obligations and liabilities required of it in a particular period in respect of any variable cost item, payment of all or part of the relevant incremental amount for that item may be withheld until the required service has been provided or obligation or liability has been discharged.

Should the Tenderer fail entirely to provide all or part of the continuing services or to meet all or part of the continuing obligation and liabilities required of it in respect of a variable cost item, the amount or part of the amount for the item will be omitted and the total amount of the contract reduced accordingly.

17.3.16.4 Operation and Maintenance of Facilities for duration of services, except where otherwise stated

The sums for the items listed in the schedule of quantities shall cover the Tender's costs for the periods stated for site rentals, repairs to and depreciation of buildings, furniture, tools and equipment, the storage and distribution of fuels and lubricants, water, electricity, communications, access and sanitation, and the wages of staff operations and maintaining these facilities in accordance with the contract.

17.3.16.5 Supervision for Duration of Contract

The Variable Costs shall cover the costs of on-site supervision and such local administration as the Tenderer considers necessary for the proper execution and completion of the works, and shall cover the cost of the salaries, wages and allowances paid to all administrative and technical personnel on the site and of transport incurred in connection with such staff.

17.3.16.6 Normal Audits: Successfully Completed.....Unit: Sum

The sum shall cover all summative monthly costs pertaining to the planning and execution of a successfully completed Normal Audit as described in clause 17.3.10. 2 for the duration of the tender period. A reference amount of 800 audits per month must be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

17.3.16.7 Normal Audits: No Access Unit: Sum

Initial _____

The sum shall cover all summative monthly costs pertaining to the planning and execution of a Normal Audit (specifically where no access was obtained to the electrical installation) as described in clause 17.3.10. 2 for the duration of the tender period. A reference amount of 200 audits per month must to be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

17.3.16.8 Normal Audits: Successfully Completed – AFTER HOURS Unit: Sum

The sum shall cover all summative monthly costs pertaining to the planning and execution of a successfully completed Normal Audit during after-hours as described in clause 17.3.10. 2 for the duration of the tender period. A reference amount of 300 audits per month must to be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

17.3.16.9 Normal Audits: No Access – AFTER HOURSUnit: Sum

The sum shall cover all summative monthly costs pertaining to the planning and execution of a Normal Audit during after-hours (specifically where no access was obtained to the electrical installation) as described in clause 17.3.10. 2 for the duration of the tender period. A reference amount of 150 audits per month must to be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

17.3.16.10 Full Audits: Successfully Completed Unit: Sum

The sum shall cover all summative monthly costs pertaining to the planning and execution of a successfully completed Full Audit as described in clause 17.3.10.3 for the duration of the tender period. A reference amount of 500 audits per month must to be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

17.3.16.11 Full Audits: No Access.....Unit: Sum

The sum shall cover all summative monthly costs pertaining to the planning and execution of a Full Audit (specifically where no access was obtained to the electrical installation) as described in clause 17.3.10.3 for the duration of the tender period. A reference amount of 100 audits per month must to be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

Initial _____

17.3.16.12 Full Audits: Successfully Completed – AFTER HOURS.....Unit: Sum

The sum shall cover all summative monthly costs pertaining to the planning and execution of a successfully completed Full Audit during after-hours as described in clause 17.3.10.3 for the duration of the tender period. A reference amount of 100 audits per month must to be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

17.3.16.13 Full Audits: No Access – AFTER HOURS.....Unit: Sum

The sum shall cover all summative monthly costs pertaining to the planning and execution of a Full Audit during after-hours (specifically where no access was obtained to the electrical installation) as described in clause 17.3.10.3 for the duration of the tender period. A reference amount of 50 audits per month must to be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

17.3.16.14 Low Consumption Audits: Successfully Completed.....Unit: Sum

The sum shall cover all summative monthly costs pertaining to the planning and execution of a successfully completed Low Consumption Audit as described in clause 17.3.10.4 for the duration of the tender period.

A reference amount of 800 audits per month must to be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

17.3.16.15 Low Consumption Audits: No AccessUnit: Sum

The sum shall cover all summative monthly costs pertaining to the planning and execution of a Low Consumption Audit (specifically where no access was obtained to the electrical installation) as described in clause 17.3.10.4 for the duration of the tender period. A reference amount of 200 audits per month must to be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

17.3.16.16 Low Consumption Audits: Successfully Completed – AFTER HOURS.....Unit: Sum

The sum shall cover all summative monthly costs pertaining to the planning and execution of a successfully completed Low Consumption Audit during after-hours as described in clause 17.3.10.4 for the duration of the tender period. A reference amount of 200 audits per month must to be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

Initial _____

17.3.16.17 Low Consumption Audits: No Access – AFTER HOURS.....Unit: Sum

The sum shall cover all summative monthly costs pertaining to the planning and execution of a Low Consumption Audit during after-hours (specifically where no access was obtained to the electrical installation) as described in clause 17.3.10.4 for the duration of the tender period. A reference amount of 30 audits per month must be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

17.3.16.18 Electrical Supply Disconnection Fee.....Unit: Sum

The sum shall cover all summative monthly costs pertaining to the planning and execution of an electrical supply disconnection as described in clause 17.3.13 for the duration of the tender period. A reference amount of 150 disconnections per month must be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

17.3.16.19 Electrical Supply Disconnection Fee – AFTER HOURSUnit: Sum

The sum shall cover all summative monthly costs pertaining to the planning and execution of an electrical supply disconnection during after-hours as described in clause 17.3.13 for the duration of the tender period. A reference amount of 50 disconnections per month must be applied to calculate cost. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

17.3.16.20 Support Service: Data Management and Revenue Protection.....Unit: Sum

The sum shall cover all summative monthly costs pertaining to operational and technical support for data management and revenue protection from the regional and satellite office for the duration of the tender period. The rate shall include all overhead costs with associated risks and liabilities for the duration of the contract. No other sum shall be paid in this respect and Tenderer must therefore ensure that adequate provision has been allowed for.

17.3.16 Performance Measurement

17.3.16.1 Audits

The successful tenderer is required to meet a minimum threshold of 95% for each of the following audit types as listed below:

Normal Audits: Successfully Completed

Normal Audits: Successfully Completed – AFTER HOURS

Full Audits: Successfully Completed

Full Audits: Successfully Completed – AFTER HOURS

Low Consumption Audits: Successfully Completed

Low Consumption Audits: Successfully Completed – AFTER HOURS

Initial _____

The municipality reserves the right to only pay for the actual installations audited. Furthermore, failure to reach the target of minimum 95 percent audit rate in three consecutive months will result in a penalty of 5 percent from the monthly invoice.

17.3.17 Penalties

The penalties mentioned under Performance Measurement above, shall be applicable, should the successful bidder fail to adhere to the conditions of contract and shall be deducted from the invoice monthly. In cases where more than one deviation is confirmed, the summative percentages will be calculated and deducted from the monthly invoice cost. The municipality also reserves the right to impose the default terms according to the General Conditions of Contract, which may inter alia lead to cancellation of the contract.

Initial _____

PREVIOUS EXPERIENCE AUDITS IN TERMS OF VALUE AND DURATION

Indication of Competence / Ability to Perform Successfully

List of recent previous work of a similar nature undertaken by the firm

Description of Project	Client contact details			Value of Contract (Excl. VAT)	Duration (Months)	Month / Year Completed	Scope of Work categories – Experience must include at least 4 of the 5 categories. A qualifying project shall include at least 3 of the 5 categories – Mark with “X”				
	Name of Client	Name of Responsible Official	Telephone no				Community meetings	Site Audit / GPS locations	Removal Illegal Connections	Installation of Service Connections	Security & Safety during works
Sample Project	Drakensteyn Municipality	Danie Greeff	023 316 8540	R3.2m	18	Jan 2019	X	X	X	X	X

* Projects that have been **on-going or are completed** will be used for evaluation purposes.

The municipality **MAY** verify all information submitted in terms of this bid and any information that is incorrect or false will result in that bid being automatically disqualified and not considered further. It is therefore emphasised that the references provided by the bidder will be contacted to confirm the information in writing on the request by the Municipality.

Signed at on this day of 20.....

As Witnesses: 1)..... 2).....

Initial _____

18. SERVICE LEVEL AGREEMENT

Bidders must submit a draft service level agreement which must clearly illustrate the bidder's capability against the required specifications and desired outcomes. The criteria listed in Pre-Qualification Criteria, list the minimum criteria for responsiveness in terms of these criteria.

19. PRICING

19.1. Pricing must include for all categories and items of expenditure and bidders must include it on the Pricing Schedule included for this purpose.

19.2. Additional information may be submitted separately.

19.3. The bid price will remain valid for a period of **90 days with a relevant automatic extension.**

19.4. The bid prices must be **exclusive** of Value-added-Tax.

19.5. Monthly charges must remain fixed for the duration of the contract.

20. COMMENCEMENT DATE

The successful bidder must be able to commence with the project within **21 days** of signing the contract.

Initial _____

SECTION 4.6

ANNEXURE A

SAMPLE OF A PREPAID VENDOR TOKEN

SALDANA MUNICIPALITY

Token Number :XXXXXX

VAT Invoice : POS ID/Meter Number/ XXXXXX

VAT Reg No: XXXXXXX

Operator: XXXXXXX

Name: SOAP J.

Meter:XXXXXXXXXX

SGC: 000000 KRN: XTI :XX

DOMESTIC XXXX CONSUMPTION

Date: DD/MM/YYYY

Time: HH:MM:SS

Cost of Electricity per unit excl. VAT XXXXX

Daily Service Charge exc l. VAT XXXXX

No. of units purchased XXXXX units

No. of days since the last purchase XXXXX days

Cost of electricity excl. VAT XXXXX

Daily Service Charge exc l. VAT XXXXX

Sub-Total XXXXX

VAT XXXXX

Total XXXXX

Arrears Recovered XXXXX

Grand Total XXXXX

Less Rounding XXXXX

Amount to pay XXXXX

Amount Tendered XXXXX

Change XXXXX

Units: XXXXX units @ XX.XXc

XXXXX units @ XX.XXc

XXXXX units @ XX.XXc

Total XXXXX units

250 CHARACTER MESSAGE

TOKEN NUMBE R: XXXX XXXX XXXX XXXX XXXX

Initial_____

SECTION 4.7**ANNEXURE B****SCHEDULE OF PREVIOUS EXPERIENCE ON CONTRACTS OF THE SAME VALUE AND NATURE**

Tenderers must furnish 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.

Employer (Name and Contact No.)	Similar vending projects (Indicate extend of vending footprints and number of electrical services)	Value of Work (incl. VAT) (R million)	Date Commence (dd/mm/yy)	End Date (dd/mm/yy)

The bidder must submit certified letters from the clients for each project as listed above. Each reference letter must be an official letter head signed by a duly authorized official. All documents (including additional pages) must be attached to this schedule.

Initial _____

SECTION 4.8

PRICING AND DELIVERY SCHEDULE

(Each page of the pricing schedule must be signed)

Please note that Tender will be evaluated on the total price over the 5-year period. The indicated quantities in the pricing schedule will be used only for evaluation purposes. The rates will be used for actual payment. All line items in the Pricing and Delivery schedule should be completed in full to be found responsive. Failure to do so will lead to automatic disqualification. Items left blank are deemed non-responsive.

1. ONCE OFF: SYSTEM SETUP AND IMPLEMENTATION AND TRAINING COST

Items	Description of equipment	Quantity	Cost
1.1 System set-up (Includes all equipment that is needed for the Vending system which includes 25 PC's with UPS and Operating systems, 3 Laptops and 27 token printers.)		1	
1.2 Interface with MUNSOFT (Developing of interfaces between Vending system and Financial System)		1	
1.3 Training Cost System Users		40 users	
1.4 Training Cost System Administrators		4 users	
Total (excluding VAT)			

Initial _____

2. OPERATIONAL COSTS

Items	Rate for service Year 1	Quantity per month	Cost per month for Year 1 (Rate x Quantity)	Cost for Year 1 (excl. VAT) (Cost per month x 12)
2.1 Operational Cost (payable monthly)		1		
2.2 Hosting Transaction fee (payable monthly)		19 910		
2.3. Monthly management reports and Ad hoc system Reports (payable monthly)		1		
2.4 Software Licenses (payable monthly)		1		
2.5 Service Level Agreement including all Support Costs (payable monthly)		1		
2.6 Back -up Vending Disaster Management (payable monthly)		1		
2.7 Cost for all network links including main link to municipal network and links to all vendors as well as cost of data Sim's for Laptops provided under Above (payable monthly)		1		
TOTAL COST YEAR 1 (EXCLUDING VAT)				

Initial _____

Items	Rate for service Year 2	Quantity per month	Cost per month for Year 2 (Rate x Quantity)	Cost for Year 2 (excl. VAT) (Cost per month x 12)
2.1 Operational Cost (payable monthly)		1		
2.2 Hosting Transaction fee (payable monthly)		19 910		
2.3. Monthly management reports and Ad hoc system Reports (payable monthly)		1		
2.4 Software Licenses (payable monthly)		1		
2.5 Service Level Agreement including all Support Costs (payable monthly)		1		
2.6 Back -up Vending Disaster Management (payable monthly)		1		
2.7 Cost for all network links including main link to municipal network and links to all vendors as well as cost of data Sim's for Laptops provided under Above (payable monthly)		1		
TOTAL COST YEAR 2 (EXCLUDING VAT)				

Initial_____

Items	Rate for service Year 3	Quantity per month	Cost per month for Year 3 (Rate x Quantity)	Cost for Year 3 (excl. VAT) (Cost per month x 12)
2.1 Operational Cost (payable monthly)		1		
2.2 Hosting Transaction fee (payable monthly)		19 910		
2.3. Monthly management reports and Ad hoc system Reports (payable monthly)		1		
2.4 Software Licenses (payable monthly)		1		
2.5 Service Level Agreement including all Support Costs (payable monthly)		1		
2.6 Back -up Vending Disaster Management (payable monthly)		1		
2.7 Cost for all network links including main link to municipal network and links to all vendors as well as cost of data Sim's for Laptops provided under Above (payable monthly)		1		
TOTAL COST YEAR 3 (EXCLUDING VAT)				

Initial_____

Items	Rate for service Year 4	Quantity per month	Cost per month for Year 4 (Rate x Quantity)	Cost for Year 4 (excl. VAT) (Cost per month x 12)
2.1 Operational Cost (payable monthly)		1		
2.2 Hosting Transaction fee (payable monthly)		19 910		
2.3. Monthly management reports and Ad hoc system Reports (payable monthly)		1		
2.4 Software Licenses (payable monthly)		1		
2.5 Service Level Agreement including all Support Costs (payable monthly)		1		
2.6 Back -up Vending Disaster Management (payable monthly)		1		
2.7 Cost for all network links including main link to municipal network and links to all vendors as well as cost of data Sim's for Laptops provided under Above (payable monthly)		1		
TOTAL COST YEAR 4 (EXCLUDING VAT)				

Initial_____

Items	Rate for service Year 5	Quantity per month	Cost per month for Year 5 (Rate x Quantity)	Cost for Year 5 (excl. VAT) (Cost per month x 12)
2.1 Operational Cost (payable monthly)		1		
2.2 Hosting Transaction fee (payable monthly)		19 910		
2.3. Monthly management reports and Ad hoc system Reports (payable monthly)		1		
2.4 Software Licenses (payable monthly)		1		
2.5 Service Level Agreement including all Support Costs (payable monthly)		1		
2.6 Back -up Vending Disaster Management (payable monthly)		1		
2.7 Cost for all network links including main link to municipal network and links to all vendors as well as cost of data Sim's for Laptops provided under Above (payable monthly)		1		
TOTAL COST YEAR 5 (EXCLUDING VAT)				

Initial_____

PRICE SUMMARY OF OPERATIONAL COSTS

Items	Cost for Year 1 (excl. VAT)	Cost for Year 2 (excl. VAT)	Cost for Year 3 (excl. VAT)	Cost for Year 4 (excl. VAT)	Cost for Year 5 (excl. VAT)
TOTAL OPERATIONAL COST PER YEAR (EXCLUDING VAT)					
TOTAL OPERATIONAL COST 1 + 2 + 3 + 4 + 5 (EXCLUDING VAT)					

3. TRANSACTION FEE

Items	Rate for service Year 1	Quantity per month	Cost per month for Year 1 (Rate x Quantity)	Cost for Year 1 (excl. VAT) (Cost per month x 12)
3.1 Transaction Fee 3rd Party Vendors percentage of revenue fee)		R 7.5 Million / month		
3.2 Vending of Engineering Tokens		400 /month		
3.3 Free Basic Electricity Transaction Fee		6500 tokens		
TOTAL COST YEAR 1 (EXCLUDING VAT)				

Initial_____

Items	Rate for service Year 2	Quantity per month	Cost per month for Year 2 (Rate x Quantity)	Cost for Year 2 (excl. VAT) (Cost per month x 12)
3.1 Transaction Fee 3rd Party Vendors percentage of revenue fee)		R 7.5 Million / month		
3.2 Vending of Engineering Tokens		400 /month		
3.3 Free Basic Electricity Transaction Fee		6500 tokens		
TOTAL COST YEAR 2 (EXCLUDING VAT)				

Items	Rate for service Year 3	Quantity per month	Cost per month for Year 3 (Rate x Quantity)	Cost for Year 3 (excl. VAT) (Cost per month x 12)
3.1 Transaction Fee 3rd Party Vendors percentage of revenue fee)		R 7.5 Million / month		
3.2 Vending of Engineering Tokens		400 /month		
3.3 Free Basic Electricity Transaction Fee		6500 tokens		
TOTAL COST YEAR 3 (EXCLUDING VAT)				

Initial_____

Items	Rate for service Year 4	Quantity per month	Cost per month for Year 4 (Rate x Quantity)	Cost for Year 4 (excl. VAT) (Cost per month x 12)
3.1 Transaction Fee 3rd Party Vendors percentage of revenue fee)		R 7.5 Million / month		
3.2 Vending of Engineering Tokens		400 /month		
3.3 Free Basic Electricity Transaction Fee		6500 tokens		
TOTAL COST YEAR 4 (EXCLUDING VAT)				

Items	Rate for service Year 5	Quantity per month	Cost per month for Year 5 (Rate x Quantity)	Cost for Year 5 (excl. VAT) (Cost per month x 12)
3.1 Transaction Fee 3rd Party Vendors percentage of revenue fee)		R 7.5 Million / month		
3.2 Vending of Engineering Tokens		400 /month		
3.3 Free Basic Electricity Transaction Fee		6500 tokens		
TOTAL COST YEAR 5 (EXCLUDING VAT)				

PRICE SUMMARY OF TRANSACTION FEE

Items	Cost for Year 1 (excl. VAT)	Cost for Year 2 (excl. VAT)	Cost for Year 3 (excl. VAT)	Cost for Year 4 (excl. VAT)	Cost for Year 5 (excl. VAT)
TOTAL COST PER YEAR (EXCLUDING VAT)					
TOTAL TRANSACTION COST 1 + 2 + 3 + 4 + 5 (EXCLUDING VAT)					

Initial _____

4. VARIABLE COST: BANK COSTS

Items	Rate for service Year 1	Quantity per month	Cost per month for Year 1 (Rate x Quantity)	Cost for Year 1 (excl. VAT) (Cost per month x 12)
4.1 Banking Fees (Cash)		R 6 Million		
4.2 Credit Card / Debit Card/ EFT		R500 000		
TOTAL COST YEAR 1 (EXCLUDING VAT)				

Items	Rate for service Year 2	Quantity per month	Cost per month for Year 2 (Rate x Quantity)	Cost for Year 2 (excl. VAT) (Cost per month x 12)
4.1 Banking Fees (Cash)		R 6 Million		
4.2 Credit Card / Debit Card/ EFT		R500 000		
TOTAL COST YEAR 2 (EXCLUDING VAT)				

Items	Rate for service Year 3	Quantity per month	Cost per month for Year 3 (Rate x Quantity)	Cost for Year 3 (excl. VAT) (Cost per month x 12)
4.1 Banking Fees (Cash)		R 6 Million		
4.2 Credit Card / Debit Card/ EFT		R500 000		
TOTAL COST YEAR 3 (EXCLUDING VAT)				

Items	Rate for service Year 4	Quantity per month	Cost per month for Year 4 (Rate x Quantity)	Cost for Year 4 (excl. VAT) (Cost per month x 12)
4.1 Banking Fees (Cash)		R 6 Million		
4.2 Credit Card / Debit Card/ EFT		R500 000		
TOTAL COST YEAR 4 (EXCLUDING VAT)				

Initial_____

Items	Rate for service Year 5	Quantity per month	Cost per month for Year 5 (Rate x Quantity)	Cost for Year 5 (excl. VAT) (Cost per month x 12)
4.1 Banking Fees (Cash)		R 6 Million		
4.2 Credit Card / Debit Card/ EFT		R500 000		
TOTAL COST YEAR 5 (EXCLUDING VAT)				

PRICE SUMMARY OF VARIABLE COST: BANK COSTS

Items	Cost for Year 1 (excl. VAT)	Cost for Year 2 (excl. VAT)	Cost for Year 3 (excl. VAT)	Cost for Year 4 (excl. VAT)	Cost for Year 5 (excl. VAT)
TOTAL COST PER YEAR (EXCLUDING VAT)					
TOTAL VARIABLE COST 1 + 2 + 3 + 4 + 5 (EXCLUDING VAT)					

Initial_____

5. DATA MANAGEMENT, REVENUE PROTECTION, TID ROLLOVER

Items	Rate for service Year 1	Quantity per month	Cost per month for Year 1 (Rate x Quantity)	Cost for Year 1 (excl. VAT) (Cost per month x 12)
5.1 Normal Audit Successfully completed		800		
5.2 Normal Audit – No Access		300		
5.3. Normal Audit Successfully completed After Hours		200		
5.4 Normal Audit No Access After Hours		150		
5.5 Full Audit Successfully completed		500		
5.6 Full Audit No Access		100		
5.7 Full Audit Successfully completed After Hours		100		
5.8 Full Audit No Access After Hours		200		
5.9 Low Consumption Audit Successfully completed		800		
5.10 Low Consumption Audit No Access		200		
5.11 Low Consumption Audit Successfully completed After Hours		200		
5.12 Low Consumption Audit No Access – After Hours		30		
5.13 Electricity supply disconnection		150		
5.14 Electricity supply disconnection – After Hours		50		
5.15 Satellite Office Support		1		
TOTAL COST YEAR 1 (EXCLUDING VAT)				

Initial_____

Items	Rate for service Year 2	Quantity per month	Cost per month for Year 2 (Rate x Quantity)	Cost for Year 2 (excl. VAT) (Cost per month x 12)
5.1 Normal Audit Successfully completed		800		
5.2 Normal Audit – No Access		300		
5.3. Normal Audit Successfully completed After Hours		200		
5.4 Normal Audit No Access After Hours		150		
5.5 Full Audit Successfully completed		500		
5.6 Full Audit No Access		100		
5.7 Full Audit Successfully completed After Hours		100		
5.8 Full Audit No Access After Hours		200		
5.9 Low Consumption Audit Successfully completed		800		
5.10 Low Consumption Audit No Access		200		
5.11 Low Consumption Audit Successfully completed After Hours		200		
5.12 Low Consumption Audit No Access – After Hours		30		
5.13 Electricity supply disconnection		150		
5.14 Electricity supply disconnection – After Hours		50		
5.15 Satellite Office Support		1		
TOTAL COST YEAR 2 (EXCLUDING VAT)				

Initial_____

Items	Rate for service Year 3	Quantity per month	Cost per month for Year 3 (Rate x Quantity)	Cost for Year 3 (excl. VAT) (Cost per month x 12)
5.1 Normal Audit Successfully completed		800		
5.2 Normal Audit – No Access		300		
5.3. Normal Audit Successfully completed After Hours		200		
5.4 Normal Audit No Access After Hours		150		
5.5 Full Audit Successfully completed		500		
5.6 Full Audit No Access		100		
5.7 Full Audit Successfully completed After Hours		100		
5.8 Full Audit No Access After Hours		200		
5.9 Low Consumption Audit Successfully completed		800		
5.10 Low Consumption Audit No Access		200		
5.11 Low Consumption Audit Successfully completed After Hours		200		
5.12 Low Consumption Audit No Access – After Hours		30		
5.13 Electricity supply disconnection		150		
5.14 Electricity supply disconnection – After Hours		50		
5.15 Satellite Office Support		1		
TOTAL COST YEAR 3 (EXCLUDING VAT)				

Initial_____

Items	Rate for service Year 4	Quantity per month	Cost per month for Year 4 (Rate x Quantity)	Cost for Year 4 (excl. VAT) (Cost per month x 12)
5.1 Normal Audit Successfully completed		800		
5.2 Normal Audit – No Access		300		
5.3. Normal Audit Successfully completed After Hours		200		
5.4 Normal Audit No Access After Hours		150		
5.5 Full Audit Successfully completed		500		
5.6 Full Audit No Access		100		
5.7 Full Audit Successfully completed After Hours		100		
5.8 Full Audit No Access After Hours		200		
5.9 Low Consumption Audit Successfully completed		800		
5.10 Low Consumption Audit No Access		200		
5.11 Low Consumption Audit Successfully completed After Hours		200		
5.12 Low Consumption Audit No Access – After Hours		30		
5.13 Electricity supply disconnection		150		
5.14 Electricity supply disconnection – After Hours		50		
5.15 Satellite Office Support		1		
TOTAL COST YEAR 4 (EXCLUDING VAT)				

Initial_____

Items	Rate for service Year 5	Quantity per month	Cost per month for Year 5 (Rate x Quantity)	Cost for Year 5 (excl. VAT) (Cost per month x 12)
5.1 Normal Audit Successfully completed		800		
5.2 Normal Audit – No Access		300		
5.3. Normal Audit Successfully completed After Hours		200		
5.4 Normal Audit No Access After Hours		150		
5.5 Full Audit Successfully completed		500		
5.6 Full Audit No Access		100		
5.7 Full Audit Successfully completed After Hours		100		
5.8 Full Audit No Access After Hours		200		
5.9 Low Consumption Audit Successfully completed		800		
5.10 Low Consumption Audit No Access		200		
5.11 Low Consumption Audit Successfully completed After Hours		200		
5.12 Low Consumption Audit No Access – After Hours		30		
5.13 Electricity supply disconnection		150		
5.14 Electricity supply disconnection – After Hours		50		
5.15 Satellite Office Support		1		
TOTAL COST YEAR 5 (EXCLUDING VAT)				

Initial_____

PRICE SUMMARY OF DATA MANAGEMENT, REVENUE PROTECTION, TID ROLLOVER

Items	Cost for Year 1 (excl. VAT)	Cost for Year 2 (excl. VAT)	Cost for Year 3 (excl. VAT)	Cost for Year 4 (excl. VAT)	Cost for Year 5 (excl. VAT)
TOTAL COST PER YEAR (EXCLUDING VAT)					
TOTAL DATA MANAGEMENT, REVENUE PROTECTION, TID ROLLOVER COST 1 + 2 + 3 + 4 + 5 (EXCLUDING VAT)					

Initial_____

SUMMARY

Items	Cost for Year 1 (excl. VAT)	Cost for Year 2 (excl. VAT)	Cost for Year 3 (excl. VAT)	Cost for Year 4 (excl. VAT)	Cost for Year 5 (excl. VAT)
1. ONCE OFF: SYSTEM SETUP AND IMPLEMENTATION AND TRAINING COST					
2. TOTAL COST PER YEAR FOR OPERATIONAL COSTS: PER MONTH CALCULATED OVER THE PERIOD, INCLUDING MONTHLY MANAGEMENT FEE AND BACK-UP VENDING FEE					
3. TOTAL COST PER YEAR FOR TRANSACTION FEE					
4. TOTAL COST PER YEAR FOR VARIABLE COST: BANK COSTS					
5. DATA MANAGEMENT, REVENUE PROTECTION, TID ROLLOVER					
TOTAL COST 1 + 2 + 3 + 4 + 5 (EXCLUDING VAT)					
15% VAT					
TOTAL COST 1 + 2 + 3 + 4 + 5 INCLUDING 15% VAT					

Initial_____

SECTION 4.9**MBD 7.2****CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - 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.

Initial _____

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 fulfilment 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:.....

Initial _____

MBD 7.2**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:.....

Initial_____

SECTION 4.10**PRICE ADJUSTMENTS**

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Failure to accept the automatic extension will render the bid non-responsive. Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.

Initial _____

SECTION 4.11**OMMISSIONS, ALTERATIONS AND ADDITIONS**

Initial_____

SECTION 4.12

SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

(Please take note of the 2.5% deduction for Council payment for items as per Clause 1 in the “Special Conditions of Contract” document *as well as the affirmation clause under the Price and Delivery Schedule.*

Should your company ***BE WILLING TO PROVIDE THE 2.5% deduction for payment within 30 days*** as per the payment clause in the Conditions of Contract, then **complete the following.**

YES, my company **IS WILLING TO HAVE THE 2.5%** taken off of the payment of the items even though the 2.5% will not be taken into account in the adjudication of the tender.

Tenderer’s signature for acceptance of the 2.5% discount

(Only if tenderer wishes to provide the 2.5% discount)

Initial _____

SECTION 4.13**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT****AGREEMENT MADE AND ENTERED INTO BETWEEN THE SALDANHA BAY MUNICIPALITY
(HEREINAFTER CALLED THE "EMPLOYER") AND**

..... ,
(Contractor/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I, ,
representing

..... , as an
employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer:

Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable. I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set. I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day of.....20....

Signed at on the.....day of.....20

Witness

for and on behalf of SALDANHA BAY MUNICIPALITY

Initial _____

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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SECTION 4.14

E-PORTAL DECLARATION

<u>It is compulsory to confirm "yes or no" on all line items</u>	<u>Comply Yes/NO</u>
The original document collected from the Municipality must be submitted or, If documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non- responsive	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded	
Printed documents must be <u>binded securely</u> according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. <u>Do not</u> staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be binded to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the <u>Tender document</u> on <u>both sides</u> to save paper and for standardisation.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial _____

SECTION 4.15**SUPPORTING DOCUMENTATION FROM TENDERER**

Note :-

(No pricing or pricing adjustment documentation can be attached to the tender
Any pricing or pricing adjustment documentation which is attached by the tenderer will not be
considered
The schedules supplied by Council must be used for all pricing matters.)

Initial_____