

FORMAL TENDER: REF: LETS/VEND/2021/2022

**PROVISION AND ADMINISTRATION OF AN
ELECTRICITY PREPAYMENT VENDING SYSTEM FOR
THREE YEAR PERIOD
PERIOD ENDING MAY 2025**

CLOSING DATE: 31 March 2022

CLOSING TIME: 12:00

NAME OF BIDDER*

ADDRESS*

.....

.....

.....

TEL NUMBER*

FAX NUMBER*

**TENDER AMOUNT,
INCL VAT**

**(*TO BE COMPLETED
BY BIDDER)**

CENTRAL SUPPLIER. DATABASE REG

NO*

THE FOLLOWING MUST BE COMPLETED BY THE BIDDER (please tick the applicable)

1. Has a valid tax compliance status pin been attached? (MBD2) YES/NO
2. CSD Report attached? YES / NO
3. Has a certified B-BBEE status level verification certificate been submitted with this bid?(MBD6.1)
4. Have a municipal rates / lease agreement stating who is responsible for Municipal Services attached?
Yes /No

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SECTION 1.1: INVITATION TO TENDER

Formal Tender: REF: LETS/VEND/2021/2022 PROVISION AND ADMINISTRATION OF AN ELECTRICITY PREPAYMENT VENDING SYSTEM FOR A CONTRACT PERIOD ENDING 31 MAY 2025

CLOSING DATE: 31 MARCH 2022

CLOSING TIME: 12H00

Tenders are hereby invited from service providers for PROVISION AND ADMINISTRATION OF AN ELECTRICITY PREPAYMENT VENDING SYSTEM FOR A CONTRACT PERIOD ENDING 31 MAY 2025

Formal tenders sealed and clearly marked **“Formal Tender: REF: LETS/VEND/2021/2022: PROVISION AND ADMINISTRATION OF AN ELECTRICITY PREPAYMENT VENDING SYSTEM FOR A CONTRACT PERIOD ENDING 31 MAY 2025**

must be placed in the Municipal tender box, **situated at 07 Grootrek Street, Koffiefontein** no later than 12H00 (noon) on **31 March 2022** and will be opened in public immediately thereafter.

A set of fully completed tender documents must be submitted on the original documents and remain valid for 90 days after the closing date of the tender. A set of tender documents can be obtained at free of charge when provided ON THE Municipal Website (www.letsemeng.fs.gov.za) and on E-tender portal.

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

This tender will be evaluated and adjudicated in terms of **80/20** Preference Point System prescribed by the Preferential Procurement Policy Framework Act (2017) and the Municipality's Supply Chain Management Policy, notwithstanding that incomplete tender documents will be automatically be disqualified without any further evaluation. Further note the complete evaluation criteria including that failure to comply with phase 1 pre-qualification minimum 70% [21/30] qualification will automatically render the bidder non-responsive / disqualify the bidder:

Phase 1: Pre-qualification minimum qualification score is 21/30 [70%] as per criterion contained in the tender document

Phase 2: Application of 80/20 principle as outlined within the PPPFA 2017

It is prerequisite that all prospective service providers who are not yet registered on the Central Supplier Database to be registered, registration can be done online via www.csd.gov.za

Enquiries may be directed to SCM Manager Mr. Leonard Manwele on 053 0033 217.

NB: NO BIDS FROM PERSONS IN THE SERVICE OF THE STATE WILL BE CONSIDERED FOR AWARD.

**TL Mkhwane
Municipal Manager**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE FOLLWING BID					
BID NUMBER:	LETS/VEND/2021/2022	CLOSING DATE:	31 March 2022	CLOSING TIME:	12h00
DESCRIPTION	PROVISION AND ADMINISTRATION OF AN ELECTRICITY PREPAYMENT VENDING SYSTEM FOR A CONTRACT PERIOD ENDING 31 MAY 2025				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID

BOX SITUATED AT (STREET ADDRESS

07 Groottrek Street					
Koffiefontein					
9986					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO	<input type="checkbox"/>	<input type="checkbox"/>
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	<input type="checkbox"/> NO		<input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	NO	<input type="checkbox"/>	<input type="checkbox"/>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	NO	<input type="checkbox"/>	<input type="checkbox"/>
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES		<input type="checkbox"/>	<input type="checkbox"/>
				NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE.....

1.2.2 COMPANIES AND CLOSE CORPORATIONS

- (a) If a bidder is a Company, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid, and/or contract on behalf of the company must be with this bid that is, before the closing time and late date of the bid.
- (b) In the case of a Close Corporation (CC) submitting a bid, a resolution by its member authorising a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and Surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of all Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a certified copy of the resolution attached?			YES <input type="checkbox"/>
			NO <input type="checkbox"/>
SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

1.1.2.2 PARTNERSHIP

We the undersigned partners in the business trading as ----- hereby authorise Mr/Mrs ----- to sign this bid as well as any resulting from the bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the above mentioned partnership. The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER	SIGNATURE

SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

1.1.2.3 CONSORTIUM

We the undersigned consortium partners, hereby authorise -----(Name of entity) to act as lead consortium partner and further authorise Mr / Ms: ----- to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.
The following particulars in respect of each consortium member must be provided and signed by each member.

Full name of consortium member	Role of consortium member	% participation	signature
SIGNED ON BEHALF OF CONSORTIUM		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

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 for ninety (90) days after the tender closure date.

1.2.4 Cost of Tender Documents

Payment for tender documents, if specified, must be made by a crossed cheque payable to the Municipality of Letsemeng. These costs are non-refundable.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

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. **Section 5: DECLARATION must be completed and signed** 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 unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

- (a) A **valid tax compliance status pin** and CSD Report should accompany the bid documents. **The onus is on the bidder to ensure that the Tax Matters are in Order (Tax Compliant)**. If the
- (b) In the case of a Consortium/Joint Venture every member must submit a separate Tax compliance status pin and CSD Report with the bid documents.
- (c) If a bid is not supported by a valid original Tax Clearance Certificate or CSD Report where tax matters showing tax matters to be compliant, either as an attachment to the bid documents, the Municipality reserves the right to obtain such document after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

1.2.8.2 Municipal Rates, Taxes and Charges

- (a) A **certified copy** of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a certified copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- (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 unsuccessful.
- (c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

1.2.9 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- (c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

1.2.10 Site / Information Meetings / Clarification Meeting

- (a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- (b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality 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.

1.2.13 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

Placed in the tender box at Municipal Offices, 07 Groottrek Street, Koffiefontein, by no later than 12:00 on 31 March 2022

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

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Letsemeng 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 Municipality, it should do so in writing to the Municipal Manager. Any effort by the

firm to influence the Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.16 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 recorded in a register which is open to public inspection.
- (c) Faxed, posted / mailed. e-mailed and late tenders will not be accepted.

1.2.17 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 if any.

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 as well as the Municipality's Supply Chain Management Policy.

1.2.19 Contract

- (a) The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 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.

1.2.20 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
 - (i) the provision of labour, or
 - (ii) the purchase of materials which are in accordance with the Contract, or (iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

Extension of contract will only be allowed if reasons are justifiable and must be approved by the delegated authority. Extension will also only be done if it is within 15% of the total value of the contract for goods and services and 20 % for construction related contracts.

1.2.23 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.

1.2.24 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.

1.2.25 Past Practices

- (a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- (b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.
- (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to:

1. Technical Specifications

CFO – SJ Tooi – 053 33 00 221

2. Tender Document Availability & Document Requests

SCM Manager: L Manwele – 053 33 00 217

3. Any other query including evaluation processes / criteria

SCM Manager: L Manwele – 053 33 00 217

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 consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related 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 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder 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.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

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

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered

price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

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

he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to

the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 1.4:

SPECIFICATIONS

SPECIFICATIONS AS APPROVED BY THE BID SPECIFICATIONS COMMITTEE IN TERMS OF SUPPLY CHAIN MANAGEMENT POLICY OF LETSEMENG MUNICIPALITY.

LETSEMENG MUNICIPALITY	
TENDER SPECIFICATIONS	
TENDER NUMBER:	LETS/VEND/2021/2022
TENDER DESCRIPTION:	PROVISION AND ADMINISTRATION OF AN ELECTRICITY PREPAYMENT VENDING SYSTEM FOR A CONTRACT PERIOD ENDING MAY 2025
1. BACK GROUND: LETSEMENG MUNICIPALITY	
<p>Letsemeng Municipality covers the towns of Koffiefontein, Petrusburg, Luckhoff, Jacobsdal, Oppermansgronde, and the Rural Area,</p> <p><i>Please Note: In the instance where we award a tender and conclude a contract for a Financial System in the future, where the vending system for prepayment vending is part of the offering, the electricity prepayment vending system agreement may be terminated with six months written notice.</i></p>	
2. CURRENT STATE	
2.1. There is a formal contract with Syntel Pty Ltd and it is on a month to month basis	
3. SCOPE OF WORK AND SPECIFICATIONS	

3.1 Requirements:

The Bidder shall provide all system documentation, which must include, but not limited to schematics of the full Vending System network to the Municipality. The minimum hardware and software requirements on which to run the Vending System and a full description and technical details of the solution offered, shall be specified. Any special features shall be detailed.

3.2 Compliance with Specifications:

Bidders 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 Staff Component:

Bidders shall specify the number of technical staff engaged in implementation and testing of the vending software and integration development as well as the support staff available after hand-over and whether a call centre is available. The bidder must ensure that the staff members to be replaced in any event are of the same standard, qualification and experience, specifically the project manager and the senior support person must be allocated to this contract throughout the duration of the contract.

3.4 Guaranteed System Performance:

3.4.1. The process of full commissioning of the system must be started after the contract has been awarded, to ensure full operational implementation on 1 June 2022.

3.4.2. The Bidder shall guarantee the systems' functional performance. The software must always be up to date and have the latest updates/patches installed to correct or address any failure within the system.

4. Vending System Cost:

- 4.1 The Municipality's method of payment for the Vending System is a monthly fee.
- 4.2 The Bidder shall specify the support costs per hour which will be applicable after final commissioning and handover. A proposed/draft Service Level Agreement (SLA) which provides all the details of support must be included.
- 4.3 The Bidder shall separately identify the individual functional modules included in the total cost, such as:
- 4.3.1 Vending System Operational components
 - 4.3.2 Upgrade / replacement of existing on-line vending machines. Any upgrades will be communicated to the Municipality for approval.
 - 4.3.3 Software, including database, operating system, workstation and Point of Sale (POS) if applicable.
 - 4.3.4 Hardware requirements for POS (if applicable)
 - 4.3.5 Integration to Letsemeng Municipality Financial Management System, please provide reference letter.
 - 4.3.6 Metadata migration from existing system to new system and complete system and interface testing (schemer structure to be defined when tender is awarded)
 - 4.3.7 Training costs.

5. Vending Infrastructure:

- 5.1 The active Vending System shall be hosted off site, by the service provider, please provide full details for the hosting of the vending system.
- 5.2 The back-up Vending System shall be hosted off site, by the service provider.
- 5.3 The Vending System must have the capability to vend to all meters installed in the Municipality's service area including the following meters:
 - 5.3.1 All STS meters;
 - 5.3.2 Plessey proprietary – both secure number and PTS types,
- 5.4 The transfer from the existing system to the new system shall be seamless. The service provider shall at the end of the contract ensure that all existing data is properly backed-up and secured prior to a 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 new Service Provider.

6. Interfacing:

The Municipality currently uses the CCG Financial System. The Vending System offered must have the capability to interface with, at current, applicable modules at all times, inter alia customer database, billing system, etc, or any other financial management system that might be implemented

7. Technology and Platforms:

7.1 Database

- 7.1.1 The back-end system must operate on a SQL Relational database.
- 7.1.2 The data fields must conform with the following rules;
 - 7.1.2.1 All NULL's must be systematically treated within the RDBMS.
 - 7.1.2.2 There must be a unique identifier for each record.
- 7.1.3 The software shall allow concurrent users to access data on a central database from various online terminals.

7.2 Vendor Data Model

- 7.2.3 The data model must provide for the following:
 - 7.2.3.1 The Erf will be the Point-of-Connection.
 - 7.2.3.2 The tariff shall be connected to a Consumer.
 - 7.2.3.3 Multiple different Meter Types (single- and three phase meters) may be connected to the same Point-of-Connection.
 - 7.2.3.4 The data model shall allow for the definition of hierarchical Nodes in order to simulate a distribution network.

7.2.3.5 The data model shall allow for individual aux adjustments for example 60/40 (as a default percentage) which means that the client will receive only 40% of the amount in units, and the 60% will appear on the client's account as a receipt but could be adjusted to a higher percentage.

7.2.3.6 **The Bidders proposed data model shall accommodate, for enhanced management purposes, possible additional resources like prepaid water and/or gas capabilities.**

7.3 Web Interface

7.3.1 All system functions shall be accessed via a user-friendly Web Interface.

7.3.2 The system shall allow for the following business logic:

- ✓ Customer Management;
- ✓ Meter Management;
- ✓ Reporting

7.3.3 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.

7.4 Security

7.4.1 The system shall allow for the addition of an unlimited number of named users.

7.4.2 The system shall allow for smart card based SSL security to be implemented for on-line Point of Sale.

7.4.3 The bidder shall comply with Municipality's User Access Management procedures.

7.4.3.1 The minimum password length for users is 8 characters, containing alphabetical (upper and lower case), numeric and special characters (symbols).

7.4.3.2 The system must require the users to reset their passwords on an interval of 30 days;

7.4.3.3 The system must only allow for the re-use of previously used password, after 12 changes;

7.4.3.4 The system must allow for 5 grace logins, that is, login attempts with the incorrect password. Thereafter the account must be locked. Resetting of passwords must be done by the System Administrator.

7.5 Transaction Switching

7.5.1 In case of disaster recovery the system should have the ability to vended from a redundant back end system. for example if the production system goes down the vending to point of sale clients should not be stopped but continue using the alternate vending back end.

8.1 Critical Performance Parameters

Note: All Bidders 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 20 000 customers through a minimum of 50 vendors generating a minimum of 50 000 transactions per month.

8.1.2 The software and database shall have no limitation on the number of named users and workstations it can accommodate.

8.1.3 The system must be a real time system.

8.1.4 The Bidder must indicate how many transactions per second can be processed, with at least 2 per minute.

8.1.5 The system shall be operational on a 24 hours x 7days a week x 365 day's per year basis.

8.2 Electricity Prepayment Vending

8.2.1 Transactions

8.2.1.1 A transaction consists of taxes, levies, standing arrears and services and the entire transaction must be atomic.

8.2.1.2 Any rounding errors of kWh beyond the first decimal shall be recorded in the database as separate transaction rows to ensure effective reconciliation.

8.2.1.3 Transaction reversals shall:

- (a).Be effected with full trace-ability of the reversal;
- (b).Shall allow for a reason to be supplied;
- (c).Shall be traceable to an operator; and

(d). Shall reverse an entire transaction batch consisting of taxes, levies, auxiliaries and resource amounts.

8.3.2. Vending Operations

8.3.2.1. Network communication for the point of sale and web access shall include but not be limited to the following:

- ✓ Corporate LAN / WAN;
- ✓ Internet

8.3.2.2. The point of sale client will allow the end-users to vend without placing an excessive burden on bandwidth.

8.3.2.3. Standard language available on the system shall be English.

8.3.2.4. 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.

8.3.2.5. The system shall be capable of the following:

a) Vending to all prepayment meters (proprietary and STS) in the Municipality's area of electricity supply.

b) Vending free electricity grants.

c) Collecting arrears.

d) Handling step tariffs.

e) Allowing transaction viewing, re-prints and reversals, without compromising the integrity of transactions and subject to appropriate security.

f) Ability to look up the localized:

- ✓ transaction history,
- ✓ free units,
- ✓ replacement tokens,
- ✓ engineering tokens, and
- ✓ arrears payments of a relevant consumer.

8.3.2.6 The system Certified by the STS association as being Vending, Engineering and Key Change Management compliant. Copy of certificate must be attached.

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 Tokens and receipts shall be customizable templates. See Annexure "A" for an example detailing information to be reflected on the printed token.

8.3.3.4 It shall have the functionality to print a message on the token of at least 40 characters, which can be customer specific, or a general message to all customers.

8.3.4. Debt recovery

8.3.4.1 The system must have the ability to collect arrears from the consumer.

8.3.4.2 The percentage to be collected from customers in arrears must be customisable to predefined percentage, for example 60/40 where 60% is the collection on arrears and 40% is the electricity component.

8.3.4.3 A consumer's unique debt collection profile shall be automatically updated by the system based on payments made. (For example: In the instance where there is no real-time interface to the financial system then, prior to the update of the customer profile with the financial system, a tally must be kept of all payments made and arrears adjust accordingly.

8.3.4.4 All credit control shall be dictated by Municipality's Financial System, however the vending system must allow Finance personnel to overwrite the amount.

8.3.4.5. Multiple meters and accounts per erf must be accommodated.

8.3.4.6. Municipality's Financial System will update the following details to the Vending System:

- a. The amount to be recovered.
- b. A variable percentage recovery.
- c. The CCG Financial System prepaid contract account number.

d. The prepayment meter number

8.3.4.7. The Vending System sends the following details to CCG Financial System:

- a. All arrear payments received from the customers: variable percentage.
- b. CCG Financial System prepaid contract account number
- c. The prepayment meter number.

8.3.5. Tariffs

8.3.5.1 The system shall accommodate step tariffs blocks (where each block is a range), with a minimum of 4 kWh-based steps.

8.3.5.2 Unique tax and fixed charges profiles shall be definable for each tariff blocks independent of the step tariff blocks according to monthly monetary value transacted, or kWh bought.

8.3.5.3 The Vending system shall have automated activation dates for tariff changes.

8.3.5.4 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

The vending system shall be capable of supporting the following:

8.3.6.1 The type of transaction at the vending outlet shall be recorded as follows:

- a. Cash,
- b. Credit/debit card – shall be recorded by either swiping the credit /debit card through the vending system card reader, flagging the transaction as both a credit/debit card sale and record the banking institution or capture details manually.
- c. No cheque payments will be accepted through the vending system.

8.3.6.2 Vouchers generated by the system for issue to customers must contain the information as per Annexure A and must at least be similar in terms of the layout.

8.4. Vendor Management

8.4.1 The Bidder shall be responsible for the following:

8.4.1.1 Setting up guidelines for appointing and contracting of the vendors and compiling an agreement / contract pricing, this will be a percentage of sales. 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 of vendors per location as required from time to time.

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 Collecting revenue from the vendors, ensuring compliance to all security measures.

8.4.1.9 Insurance against revenue loss, with a minimum of R500 000.

8.4.1.10 To reconcile the revenue received from the vendors on a daily basis.

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 the next business day.

8.4.1.13 Providing daily and monthly reports as required by the municipality, including audit reports.

8.4.2 Support Services

8.4.2.1 The Bidder shall be responsible for providing a 24 hours x 7 days per week support service for vendors.

8.5 Meter Configuration Management Software

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

- a. Receive a meter from a service provider,
- b. Send a meter to a service provider for repair,
- c. Scrap a meter,
- d. Install a meter,
- e. Remove a meter,
- f. Change status of a meter,
- g. Update status of a meter,
- h. Create a location,
- i. Update a locations details,
- j. Link a consumer with a location / meter

8.5.2 Meter management processes shall automatically change the modes (example block, un-block and auxiliary) of operations associated with a meter. The system must make provision for bulk block, with the import of an excel file into the system.

8.5.3 The system shall be customisable in real time and in such a way that processes could be adapted to the utility's unique process flows and needs.

8.5.4 The system shall allow for an unlimited number of meters.

8.6 Reporting and Information

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

- (1) Energy sales per meter,
- (2) Energy sales per POC (point of connection)
- (3) Energy sales per customer
- (4) Electricity purchased by cash, cheque, credit card, debit card, electronic fund transfer
- (5) Financial statistics relating to individual transactions
- (6) Total sales per vendor (point-of-sale) in a date range
- (7) All transactions for a shift per vendor (point-of-sale)
- (8) Shift details per vendor (point-of-sale) in a date range
- (9) Refunds given
- (10) Free units issued
- (11) Number of customers purchasing less than a specified number of kWh per month
- (12) Value of service charges per tariff (13) Recovery of arrears
- (14) Debt statistics:
 - ✓ Outstanding debt balance
 - ✓ Loaded debt
 - ✓ Collected debt total/vendor
 - ✓ Manually cleared debt
 - ✓ Debt loadings report
 - ✓ Block meters with outstanding debt
- (15) Number of active customers per town
- (16) History of all customers per POC (point of connection)
- (17) History of all meters at a POC (point of connection)
- (18) Movement history per meter
- (19) Movement history per customer
- (20) Meter changes
- (21) Electricity purchased per Suburb
- (22) Total meters installed per Suburb
- (23) List of customers selected by street name or a portion of the address
- (24) List of disconnected meters by disconnected reasons in a date range
- (25) List of disconnected meters by town
- (26) List of disconnected meters by POC (point of connection)
- (27) Blocked meters on system
- (28) Statistics of installed meters filtered by date range, connected type, district, etc.
- (29) Available sequence number report
- (30) Engineering tokens report

- (31) Point of sale credit updates
- (32) User audit trace
- (33) Deleted transaction reports.
- (34) Vendors per district

9. Financial and Vending System Integration

- 9.1 It shall be the responsibility of the successful Bidder to liaise with the service providers of the Financial system to ensure fully automated system integration and to finalise the detailed design of the interfaces after the contract has been awarded.
- 9.2 The following are the minimum integration that will be required to provide functionality between the financial system and the Vending System:

9.2.1 An arrears balance / credits outbound file from financial system to the Vending System. Before downloading balances to the Vending System, all balances must be zeroed on Vending System.

9.2.2 The outbound information from financial system to the Vending System for customer data for all new connections and retrofits (credit meters replaced with prepayment meters).

9.2.3 An arrears payments / refunds inbound file from Vending System to the financial system for arrears collected and refunds given.

9.2.4 An inbound file from the Vending System to the financial system for all meter changes carried out (may be considered).

9.2.5 An inbound file from the Vending System to the financial system for all Vendor sales.

9.2.6 An inbound file from the Vending System to the financial system for sales transactions that has been deleted.

9.3 In the integrations listed above only the data that has changed must be transferred between the Vending System from the financial system.

10. System Testing

10.1 The test plan to be followed during the testing of the Vending System must be submitted with the tender.

10.2 The system including integrations with the financial system and the "Super-vendors" shall be tested thoroughly together with the successful Bidder and the personnel from the Municipality before final handover/sign-off.

11. Migration of Data and Commissioning of new System

11.1 The successful Bidder shall be responsible for liaison with the existing System Vendor in order to migrate all existing data from the existing Systems. As per the stipulation with this contract, the existing vendor will provide the data and the schemer for export/import to the new system.

11.2 A detail project plan showing the proposed stages for the commissioning of the new Vending System shall be provided as part of the tender documents. The Bidder shall specify his full commissioning schedule from the setting up to the final handover of the Vending System.

11.3 The full commissioning of the system must be started after the contract has been rewarded and implemented on the start date.

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.

12.4 The training shall include, but not limited to full system administration.

13. Vending Options

13.1 The system should as a minimum, cater for:

13.1.1 Voucher-based vending, Mobile and any modern technologies would be a plus.

13.1.2 Mobile Points of Sale vending via handheld vending devices operation on GPRS / GSM.

13.1.3 Cell phone vending for mobile vending agents using standard cell phones to sell electricity.

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

13.1.5 Connection interface for third-party vendors.

14. Compliant with TID 2024

14.1 The bidder to submit a proposed solution of the company's readiness for TID 2024, as per information provided by the STS Association.

15. Proposal and Service Level Agreement

16.1 A proposed Service Level Agreement/s should be submitted with the Tender documents. Please note that the Service Level Agreement/s should be in line with the General Conditions of Contract and the specifications as included in this tender.

17. Pricing

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

17.2 The bid offer price will remain valid for a period of 90 days.

18. Commencement Date

The contract period will commence on the date of signing the contract.

19. Pre- Qualification

19.1 The evaluation of tenders will be done in terms of compliance to the criteria indicated in the Pre-Qualification Criteria. Bids failing to achieve the minimum qualifying score for functionality as indicated in the bid documents will be disqualified from further evaluation.

19.2 Thirty (30) points are available as indicated in the table below. The bidder must score at least 21 out of 30 points in order for the rest of the functionality criteria to be evaluated. In total bidders must score at least 70% for functionality criteria in order for the tender to be evaluated further.

19.3 The following are the evaluation criteria for functional responsiveness. Bidders must complete the document for Pre-Qualification Criteria for this purpose.

	CRITERIA	Maximum Points Attainable	Points Awarded
1.	Similar experience in prepayment vending systems in years?		10
1.1.	0 – 2 Years' experience	1	
1.2.	2 – 4 Years' experience	2	
1.3.	4 – 6 Years' experience	5	
1.4.	More than 6 years' experience	10	
	Contactable reference sites must be submitted with tender.		
2.	Similar vending projects successfully implemented and operational?		10
2.1.	One (1) point for every project successfully implemented and operational (At least 10 000 active meters)	10	
	Contactable reference sites must be submitted with tender.		
3.	Capacity/Ability to immediately vend the estimated 10000 STS Meters (Proposals to replace the meters to allow for vending will be not be allowed, prospective bidder will then score 0 in this section). Proof must be submitted by prospective bidders that their current vending system can vend propriety meters.		10
4.	TOTAL		30

17. Minimum Technical Requirements

Tenders and draft SLA's will be subjected to compliance tests against the under mentioned criteria, which are deemed to be essential for the success of the project. Bidders must respond to the list of requirements by indicating whether the service is offered and complies by indicating **YES or NO**. (Please mark with a "X" where applicable). Non-compliance to any of these requirements might lead to disqualification of the bid.

The bidder will be evaluated based on the proposal submitted which must clearly display compliance to the requirements in the specifications. Proof of relevant accreditations must be submitted for each criterion as requested, if such proof is not submitted, the tender may be disqualified and not be evaluated further.

	DESCRIPTION	Please indicate with an "X" whether the offer complies with the requirements.			Reference (Supporting documents attached)
		Yes	No	Comment	
18.1	System commissioned within two (2) months of the contract being award, including integration with financial system (Attach proposed implementation plan)				
18.2	Guarantee the systems' functional performance and any upgrades required to correct any system mal-operations will be for the Bidder's account				
18.3	Back-up Vending System shall be hosted off site by service provider				
18.4	Vending System must be able to vend to all meters installed in the Municipality service area. No proposal to remove meters and replace to enable to vend will be allowed, and bidders will be disqualified.				
18.5	The Vending System offered must have the capability to interface with, at current, applicable modules, <i>inter alia</i> customer database, billing systems etc, or any other financial management system that might be implemented.				
18.6	The back-end system operate on a SQL Relational database				
	The data fields must conform with the following rules :				
18.7	All NULL's must be systematically treated within the RDBMS				
18.8	There must be a unique identifier for each record.				

18.9	The software shall allow concurrent users to access data on a central database from various online terminals.				
18.10	The Data Model shall be capable of functions as requested in paragraph 7.2				

18.11	The system shall allow for the following business logic : <ul style="list-style-type: none"> • Customer Management • Meter Management • Reporting 				
18.12	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.				
18.13	Security as prescribed in paragraph 7.4				
18.14	The software and database shall be able to accommodate, with no special changes other than hardware scaling, more than 20 000 customers through a minimum of 50 vendors generating a minimum of 50 000 transactions per month.				
18.15	The software and database shall have no limitation on the number of named users and workstations it can accommodate				
18.16	The system must be a real time system				
18.17	The Bidder must indicate how many transactions per second can be processed, with at least 2 per minute				
18.18	The system shall be operational on a 24 x 7 x 365 basis				
18.19	Transactions shall be in accordance with 8.2.1				
18.20	Standard language available on the system shall be English				
18.21	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				

18.22	All transactions shall be atomic to such a nature that taxes, levies, standing charges, arrears and services are all created through individual rows in the database				
18.23	The system shall be capable of the following : a) Vending to all prepayment meters (proprietary and STS) in the Municipality's area of electricity supply. b) Vending free electricity grants c) Collecting arrears d) Handling step tariffs e) Allowing transaction viewing, re-prints and reversals, without compromising the integrity of transactions and subject to appropriate security				
18.24	The system shall have ability to look up the localized:				
	1.1. transaction history, 1.2. free units, 1.3. replacement tokens, 1.4. engineering tokens, and 1.5. arrear payments of a relevant consumer subject to appropriate security				
18.25	The system certified by the STS association as being for all Utilities and all currency Management compliant. Must be of Protocol STS 600-8-6 Copy of certificate must be attached.				
18.26	The system shall allow for the definition of independent banking batches, sales batches and shift batches to accommodate various levels of operators				
18.27	The system shall allow for the automated or manual sign-off of banking batches from a central point.				
18.28	Tokens and receipts shall be customizable templates. See Annexure "A" for an example detailing information to be reflected on the printed token.				
18.29	It shall have the functionality to print a message on the token of at least 40 characters, which can be customer specific, or a general message to all customers				

18.30	The system shall have the ability to collect multiple categories of arrears from the consumer as set out in paragraph 8.3.4.				
18.31	The system shall have the ability to accommodate tariffs as set out in paragraph 8.3.5.				
18.32	The vending system shall be capable of supporting the payment system as set out in paragraph 8.3.6.				
18.33	The Bidder shall be responsible for the vendor management as set out in paragraph 8.4				
18.34	The system shall have the ability for meter management as set out in paragraph 8.5.				
18.35	The system shall allow for the generation of the reporting as set out in paragraph 8.6.				
18.36	Financial System and Vending system interfaces as per paragraph 9				
18.37	The system testing will be in accordance with paragraph 10				
18.38	Migration of Data and commissioning of new system as per paragraph 11				
18.39	System should cater for minimum vending options as set out in paragraph 13.				
18.40	A proposed Service Level Agreement should be attached as set out in paragraph 16				
18.41	A proposed solution for Vending Prepaid Electricity Meters as set out in paragraph 14				

PRICING SCHEDULE:

PLEASE NOTE: Rates must be firm and fixed for the duration of 1 year ending 31 May 2023, unless terminated at any time with six months written notice in the instance as referred to in paragraph 2 (background).

Section 51 of the Municipal Supply Chain Regulations states:

“51. Contracts providing for compensation based on turnover.—

If a service provider acts on behalf of a municipality or municipal entity to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the municipality or municipal entity must stipulate—

- a. *a cap on the compensation payable to the service provider; and*
- b. *that such compensation must be performance based.”*

Item Description	Estimated quantities	Unit of measure	Rates (Incl VAT)	Total Price (Incl VAT)
1. ONCE OFF FIXED COST:				
1.1. System set-up and training	1	Once-off		
1.2. Implementation: Interface with financial system	1	Once-off		
Sub Total				
2. MONTHLY FIXED COST				
2.1. License/Usage Fee (unlimited users)	12	Monthly		
2.2. Back-up Vending Disaster Management, including reports	12	Monthly		
Sub Total				
3. VARIABLE COST:				
3.1. Vending				
3.1.1. Transaction Fee (%)	R4.5 million	monthly%	
3.1.2. Free Basic (50 kWh) Electricity Transaction Fee (per transaction)	300 000 units	monthly		
3.2. Bank Charges				

3.2.1. Banking Fees- Cash transactions*	12	Per month		
3.2.2. Credit Card*	12	per month		
3.3. Support Costs				
3.3.1. Rate per call out – All Inclusive	3	per annum		
3.3.2. Rate per call out – After hours – All inclusive	3	per annum		
3.4. Other Costs (on going)				
3.4.1 Additional development				
3.4.2 Integration				
3.4.3 Project Management				
3.4.4 Database Management				
3.4.5 Testing and Configuration				
3.4.6 Training				
3.4.7 Manager Training				
3.4.8 Hand-holding				

The estimated quantities in the pricing schedule (calculated on usage over the term of the existing contract) serve as a guideline for price calculations and will be used for evaluation purposes only.

Please note that the estimated quantities are based on historical data, and only serves as indication of possible future requirements and must not be regarded as the actual quantities.

***Please note that Bank Charges will be paid by Municipality. The amounts in the pricing schedule will be used for evaluation purposes only to determine a comparative price.**

4. APPLICABLE STANDARDS AND REGULATIONS

4.1. Supply Chain Management (SCM) Regulations.

4.2. Letsemeng Municipality Supply Chain Management Policy incorporating Preferential Procurement.

4.3 Bidders are obliged to apply the most recent standards as listed below:

4.4	STS Part 1, 2 and 3	Standard Transfer Specifications
	SANS 1524-1	Electricity Payment Systems – Part 1: Prepayment meters

Code of Practice for Electricity Metering NRS 057/SANS 474

Note:

This is a **mandatory** specification as determined by NERSA license conditions

Prospective service provider/ contractor must comply with the prescripts of any legislation and any regulatory requirements relevant to this proposal, the following legislation deserves special attention:

- Municipal Finance Management Act (MFMA)
- Public Finance Management Act (PFMA)
- Municipal Systems Act (MSA)
- Municipal Structures Act (MSA)

5. ABBREVIATIONS

5.1. SCM- Supply Chain Management

5.2. MBD - Municipality Bidding Document

2.1

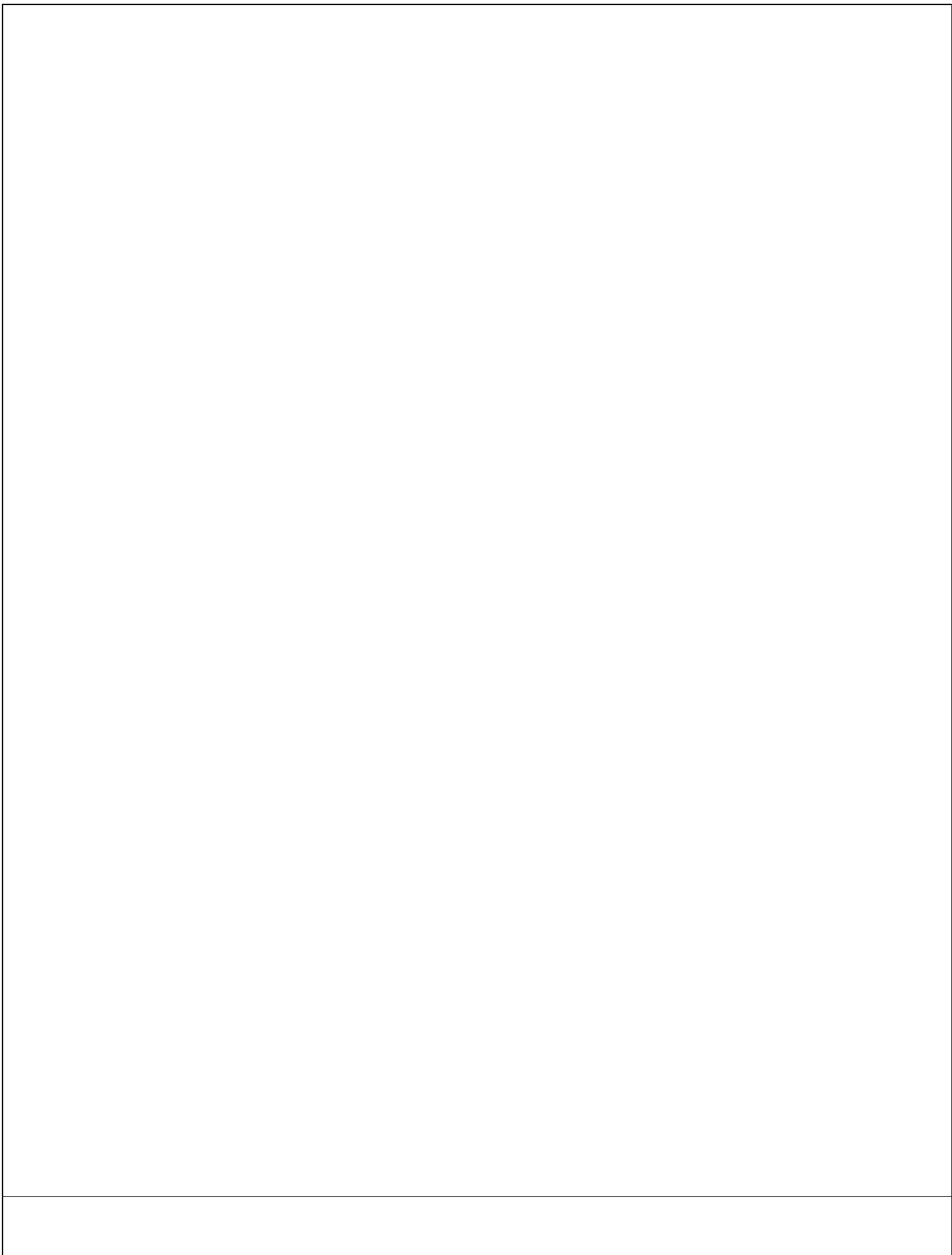
SPECIAL CONDITIONS OF CONTRACT (If Applicable)

2.1.1 The signed tender document will also serve as the contract between the successful bidder and the Municipality.

2.1.2 The successful bidder will be required to enter into a Service Level Agreement with the Municipality.

2.1.3 At any time before the submission of the Tender the Municipality may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the tender document by amendment. The amendment will be sent in writing by facsimile or electronic mail to all bidders that requested proposal documents. The amendment will be binding on them.

2.1.4 The Municipality may at its discretion extend the deadline for the submission of Tenders.
The Municipality is not bound to accept any of the tenders submitted



SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY

TENDER NO REF: LETS/VEND/2021/2022	
CLOSING DATE: 31 March 2022	CLOSING TIME: 12:00

DESCRIPTION: PROVISION AND ADMINISTRATION OF AN ELECTRICITY PREPAYMENT VENDING SYSTEM FOR A CONTRACT PERIOD ENDING 31 May 2025

Bid documents, placed in a sealed envelope and clearly marked with the bid number on the outside must be deposited in the tender box situated at 07 Groottrek Street, Koffiefontein, 9986

Please note:

- **Bidders must ensure that bids are delivered timeously at the correct address and deposited in the tender box immediately. If the bid is late, it will not be accepted for consideration.**
- All bids must be submitted on the official forms. Forms may not be retyped.
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract included in this tender document.
- The successful bidder will be required to fill in and sign a written Contract Form (MBD7).

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING ACCEPTED

NAME OF BIDDER

.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER

CODE.....NUMBER.....

E-MAIL
ADDRESS.....

VAT REGISTRATION
NUMBER.....

HAS TAX COMPLIANCE STATUS PIN BEEN SUBMITTED? YES/NO

HAS A VALID ORIGINAL OR A VALID CERTIFIED COPY OR AFFIDAVIT OF A B-BBEE STATUS LEVEL
VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CCA) (Close Corp)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL
ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable)

SIGNATURE OF BIDDER
.....

DATE.....

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

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

DELIVERY BASIS:

Is the delivery period firm?	
Period required for delivery after receipt of order (days)	
Is the price (inclusive of VAT) firm?	YES / NO

Discount offered:	Conditional/Unconditional
If conditional, state condition:	
Is offer strictly to specification/terms of reference	YES / NO
If not to specification/terms of reference. Please state deviation(s) if any:	

BANK DETAILS (IF APPLICABLE):

BANK NAME:	
BRANCH:	BRANCH CODE:
ACCOUNT HOLDER:	
ACCOUNT NUMBER:	ACCOUNT TYPE:

OFFICAL STAMP FROM BANK

..... AUTHORISED BANK OFFICIAL
--

AUTHORISED

SIGNATURE:

.....

NAME:

.....

...

CAPACITY:

.....

DATE:

.....

....

**SECTION 4.1
DECLARATION OF INTEREST**

MBD 4

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, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.
.....
..

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

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

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

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

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

3.9.1. If yes, furnish particulars

.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **[YES/NO]**

3.10.1. If yes, furnish particulars

.....
.....

3.11. Are you, aware of any relationship (family, friend, other) between bidder any other 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

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

a. Are any of the company's directors, trustees, managers, principle shareholders or holders in service of the state? **[YES/NO]**

3.12.1If 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]**

3.13.1If yes, furnish particulars

.....
.
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **[YES/NO]**

3. 14.1If yes, furnish particulars

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature
.....
Capacity

.....
Date
.....
Name of Bidder

SECTION 4.2

MUNICIPAL RATES AND SERVICES

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts; (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE
3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$\frac{80}{20} \left(\frac{Ps - Pmin}{P_t - Pmin} \right)$$

$$\left(\frac{Ps - Pmin}{P_t - Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

iv) Whether the sub-contractor is an EME or QSE *(Tick applicable box)*

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

8.7

MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8

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

8.9

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SECTION 4.3 MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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 <input type="checkbox"/>	No <input type="checkbox"/>
Item	Question	Yes	No
4.3.1	If so, furnish particulars:		
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE

INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.4 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 *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) Prices;
- (b) Geographical area where product or service will be rendered (market allocation)
- (c) Methods, factors or formulas used to calculate prices;
- (d) The intention or decision to submit or not to submit, a bid;
- (e) The submission of a bid which does not meet the specifications and conditions of the bid; or (f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

SECTION 4.5: SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken. This information is deemed to be material to the award of the contract.

COMPLETED CONTRACTS / WORK			
EMPLOYER(Name, Tell No. and Fax No.	NATURE OF WORK	VALUE OF WORK R(M)	DATE COMPLETED.

CURRENT CONTRACTS / WORK			
EMPLOYER(Name, Tell No. and Fax No.	NATURE OF WORK	VALUE OF WORK R(M)	DATE COMPLETED.

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

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:

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

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. ***YES / NO**

.....
.....

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

2.2 If yes, provide particulars.

.....
.....

.....
..

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

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES /

NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder