



UMSOBOMVU LOCAL MUNICIPALITY

TENDER DOCUMENT FOR

APPOINTMENT OF A SERVICE PROVIDER FOR A PREPAYMENT VENDING SYSTEM FOR A PERIOD OF 36 MONTHS.

TENDER NUMBER: ULM/FIN/EPVS/04/2024

NAME OF BIDDER:

PHYSICAL TRADING OFFICE ADDRESS:.....

.....

.....

FINANCIAL (PRICE) OFFER:..... (INCL VAT)

PREPARED BY:

UMSOBOMVU LOCAL MUNICIPALITY

PRIVATE BAG X 6

9795

BID CLOSING DATE: MONDAY, 03 JUNE 2024 AT 12:00 NOON

CONTENTS		PAGE
SECTION 1 – TENDERING PROCEDURES		
1.	TENDER NOTICE AND INVITATION TO TENDER	3-4
2.	CHECKLIST OF MANDATORY DOCUMENTS	5
3.	TENDER CONDITIONS AND INFORMATION	6-9
4.	GENERAL CONDITIONS OF CONTRACT	10-17
5.	TERMS OF REFERENCE	18-26
SECTION 2 – RETURNABLE MBD DOCUMENTS AND SCHEDULES		
2.1	RETURNABLE MBD DOCUMENTS	29-30
2.1.1	MBD1: BID FOR REQUIREMENTS OF UMOBOMVU LOCAL MUNICIPALITY	29-30
2.1.2	MBD2: TAX CLEARANCE CERTIFICATE REQUIREMENTS	31
2.1.3	MBD3.3: PRICING SCHEDULE – PROFESSIONAL SERVICES	32-35
2.1.4	MBD4: DECLARATION OF INTEREST	36-38
2.1.5	MBD6.1: PREFERENCE POINT CLAIM FORM	39-43
2.1.6	MBD7.2 CONTRACT FORM - RENDERING OF SERVICES	44-45
2.1.7	MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	46-47
2.1.8	MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	48-50
2.2	RETURNABLE SCHEDULES	
2.2.1	PROOF OF CSD REGISTRATION	51
2.2.2	TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN	52
2.2.3	PROOF OF CURRENT MUNICIPAL RATES, TAXES AND CHARGES	53
2.2.4	CERTIFIED COPIES OF IDENTITY DOCUMENTS OF MEMBERS/ SHAREHOLDERS / DIRECTORS OF THE COMPANY (ORIGINAL STAMP NOT OLDER THAN 6 MONTHS)	54
2.2.5	VALID CIPC DOCUMENTS / COPIES OF COMPANY REGISTRATION DOCUMENTS	55
2.2.6	BBBEE CERTIFICATE	56
2.2.7	JOINT VENTURE AGREEMENT (IF TENDERER IS A JOINT VENTURE)	57
2.2.8	RECORD OF ADDENDA	58
2.2.9	PROPOSED AMMENDMENTS AND QUALIFICATIONS	59
2.2.10	EXPIRIENCE OF TENDERING ENTITY	60

1. TENDER NOTICE AND INVITATION TO TENDER

ITEM	NAME AND DESCRIPTION	TENDER NUMBER	PPPFA	BRIEFING SESSION	CLOSING DATE AND TIME
1.	Appointment of a Service Provider for a prepayment vending system for a period of 36 months.	ULM/FIN/EP VS/04/2024	Price and Functionality Criteria	Not applicable	03 June 2024 @ 12H00 in Umsobomvu Municipal Colesberg.

Bid documents will be available on the municipal website (www.umsobomvumun.co.za) as from **03 MAY 2024**, bidders are advised to download, print, price and complete all forms in the tender document as requested.

NO HARD COPIES OF THE TENDER DOCUMENT ARE AVAILABLE FOR SALE, ONLY THE ELECTRONIC VERSION WHICH IS TO BE DOWNLOADED AS PER THE ABOVE WEBSITES IS TO BE USED.

The closing time for receipts of tenders is **12:00, 03 June 2024**. Bids must be completed in black ink, enclosed in sealed tenders, endorsed with the corresponding notice number and description, must be placed in the tender box at the office of Umsobomvu Municipality, **21 A Church Street, Colesberg, 9795**, not later than 12:00 on **03 June 2024**. After which tenders will be opened in public.

Bids which are deposited late, Telegraphic, telephonic, facsimile, e-mailed electronically will not be considered.

The Umsobomvu Procurement and Supply Chain Management Policies, the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and the regulations promulgated under this Act shall apply in the evaluation and awarding of the tender.

NB: CERTIFICATION OF DOCUMENTS MUST NOT BE MORE THAN SIX (6) MONTHS FROM DATE CERTIFIED BY COMMISSIONER OF OATHS.

Prospective Bidders must take note that the following tender conditions, and including requirements listed on the tender data will apply.

- Fully completed tender document.
- All bids submitted should remain valid for a period of **120 days** after the bid closing date.
- A Valid original SARS pin number and current tax Clearance Certificate.
- Copies of company founding statement (CK)
- Certified copies of directors' ID document
- Bidders are required to submit a municipal account bearing the Bidders entity's name as proof of payment of municipal services which is not older than 3 month and must not be in arrears for more than 3 months at the tender closure date. Latest billing clearance certificate not older than 3 months must be submitted with the bid, or if the property is being leased then the lease agreement must be attached, or a letter of from tribunal authority if the bidder operates in rural areas, failure to do so will result in the bid being disqualified. **NB the billing clearance certificate is only applicable to bidders who operate their business in an area or property that is not billed by the municipality.**
- Bidders are required to submit original and valid BBBEE, status level verification certificates or certified copies thereof together with their bids, to substantiate their BBBEE rating claims.

- All bidders must be registered on the Central Suppliers Database
- Bids submitted by persons in the service of government (national, provincial, local or SOCs') will not be considered.

Preferential Procurement Policy Framework Act, Act No. 5 of 2000 (PPPFA) Points will be evaluated based on the following criteria:

- **Stage 1:** Compliance, **Stage 2:** Functionality (Functionality scoring applicable on this bid. Bidders must obtain a minimum functionality score of **70** out of **100** points (**70%**) in order to be regarded as responsive).
- **Stage 3:** Price and Specific goals (80/20),

CATEGORY	VERIFICATION METHOD	WEIGHTING
Youth-Enterprise 18-35	Company Registration Document and Certified ID Copy	4
Women-Equity Ownership	Company Registration Document and Certified ID Copy	4
Disability-Equity Ownership	Medical Report	2
HDI	Approved certified sanas/equivalent BBBEE Certificate or Sworn affidavit certified by the commissioner of oath.	10
TOTAL SPECIFIC Goals = 20		20

- All MBD forms must be completed accurately.
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- The Umsobomvu Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.

Mr. TW Msengana
Municipal Manager
Umsobomvu Municipality
Private Bag X6
COLESBERG
9795

2: CHECKLIST OF MANDATORY DOCUMENTS

NO	ITEM		CONTRACTOR TICK OFF
1	Invitation to Bid	MBD 1	
2	Declaration of Good Standing Regarding Tax	MBD 2	
3	Pricing Schedule – Professional Services	MBD 3.3	
4	Declaration of interest	MBD 4	
5	Preference points claim form	MBD 6.1	
6	Contract Form - Rendering of Services	MBD 7.2	
7	Declaration of Bidder's Past Supply Chain Management Practices	MBB 8	
8	Certificate of Independent Bid Determination	MBD 9	
9	Proof of CSD Registration		
10	Tax Clearance Certificate or Tax Compliance Status Pin Issued.		
11	Municipal account		
12	Certified copy of Identification Document of Directors and/or Members.		
13	Certified copy of Certificate of Tenderer's Certified B-BBEE Status Level of Contributor		
14	Joint Venture Agreement (if the tenderer is a joint venture)		
15	Record of Addenda		
16	Proposed Amendments and Qualifications		
17	Functionality scoring – Is the form duly completed and signed? Supporting schedules, documents, proof of experience and other information required (if functionality is applicable).		

3: TENDER CONDITIONS AND INFORMATION

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.

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 part of it. The municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points. The municipality reserves the right to waive any requirements as contained in the bid conditions and or specifications.

3. Validity Period

Bids shall remain valid for one hundred and twenty (120) days after the tender closure date.

4. VAT

Price(s) quoted must be firm and must be inclusive of VAT.

5. Registration on central supplier database

It is expected of all prospective service providers who are not yet registered on the central 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.

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. 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 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.

7. Compulsory Documentation

7.1 Tax Clearance Certificate

- a) A copy of a Tax Compliance Status Pin or a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.
- c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents 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.
- d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

7.2 Municipal Rates, Taxes and Charges

- a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 month and must not be in arrears for more than 3 months at the tender closure date.
- b) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.
- c) if the property is being leased then the lease agreement must be attached
- d) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (d)

- e) Conditions for Lease agreement;
 - i. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement
 - ii. Lessor's Company name and must appear on the Lease Agreement.
 - iii. The Lessee's Entity name must appear on the Lease Agreement.
- 8. Compulsory statutory supporting documents**
- a) Certified copies of Identity Documents of members / shareholders / directors of the company (original stamp not older than 6 months).
 - b) Valid CIPC documents / copies of company registration documents.
 - c) Declaration of interest forms duly completed (MBD documents).
 - d) General conditions of contract must be properly signed.
 - e) Local content documents to be complete (when applicable)
- 9. Conditions**
Comply with conditions as specified in the Bid documents and / or specification documents.
- 10. Bill of quantity**
- a) Service providers are expected to quote on all the items in the bill of quantity
- 11. Site / Information Meetings**
- 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.
- 12. Samples**
Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.
- 13. 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.
- 14. Submission of Tender**
- a) The completed Tender documents must be placed in the Tender Box, situated at the main reception area of UMSOBOMVU LOCAL MUNICIPALITY, 21A Church Street, Colesberg 9795.
 - b) Faxed and late tenders will not be accepted.
- 15. Expenses Incurred in Preparation of Tender**
The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.
- 16. Contact with Municipality after Tender Closure Date**
Bidders shall not contact UMSOBOMVU LOCAL 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 attention of UMSOBOMVU LOCAL MUNICIPALITY, it should do so in writing. Any effort by the firm to influence UMSOBOMVU LOCAL MUNICIPALITY in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
- 17. Opening, Recording and Publications of Tenders Received**
- a) Details of all bids received will be posted on the municipal website (www.umsobomvumun.co.za).
 - b) Faxed and late tenders will not be accepted.
- 18. 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.
- 19. Procurement Policy**
Bids will be evaluation in terms of the 80 (price) /20 specific goals point system. Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.
- 20. 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.

21. Subcontracting

- a) The service provider shall not subcontract the whole of the Contract.
- b) Except where otherwise provided by the service provider, the service provider 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 service provider and any subcontractors selected by the service provider 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 service provider 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 service provider 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 service provider, his agents or employees.

22. Language of Service Provider

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

23. Extension of Contract

The contract with the successful bidder may be extended on the basis of performance with a period not exceeding 15% of the original contract.

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.

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 councilor 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, favor, hospitality or any other benefit in any improper way, with this or any past tender.

26. Validity of BEE certificates:

- a) **If the certificate was issued by a verification agency the following must be on the face of the certificate:**

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

- b) **If the certificate was issued by registered auditors approved by IRBA**

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall

B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be a certified copy of the original.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO HDI POINTS BEING AWARDED

27. Letter of Good Standing from the Commissioner of Compensation

- a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.
- b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.
- c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.
- f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

28. Authorized Signatory

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

29. Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

30. SABS Approved

Product must be SABS approved.

31. In the case of a Trust, Consortium or Joint venture the following will apply:

- i) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;
- ii) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;
- iii) The Trust, Consortium or Joint venture will only qualify for points for their HDI as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium of Joint venture.
- iv) All members of the Trust, Consortium or Joint venture must submit, with the bid documents:
 - a) A valid tax clearance certificate or SARS tax pin, individually;
 - b) an agreement that clearly provides clarity of Profit and liability sharing; and
 - c) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement.
- v) For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

4. GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
 - 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
 - 1.20 "Project site," where applicable, means the place indicated in bidding documents.
 - 1.21 "Purchaser" means the organization purchasing the goods.
 - 1.22 "Republic" means the Republic of South Africa.
 - 1.23 "SCC" means the Special Conditions of Contract.

	<p>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.</p> <p>1.25 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection	<p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>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.</p> <p>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.</p> <p>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.</p>
6. Patent rights	<p>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.</p>
7. Performance security	<p>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.</p> <p>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.</p> <p>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:</p> <p style="padding-left: 40px;">(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</p> <p style="padding-left: 40px;">(b) an cashier’s or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p>

	<p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instruction ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental Services	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ol style="list-style-type: none"> 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. <p>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.</p>
14. Spare parts	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ol style="list-style-type: none"> (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: <ol style="list-style-type: none"> 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	<p>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</p>

	<p>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.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18. Contract amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance	<p>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.</p> <p>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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, Provincial department or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	<p>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</p>

	<p>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.</p>
23. Termination for default	<p>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:</p> <ol style="list-style-type: none"> a. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; b. if the supplier fails to perform any other obligation(s) under the contract; or c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>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.</p> <p>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.</p> <p>23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>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:</p> <ol style="list-style-type: none"> 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. <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>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.</p>
24. Anti-Dumping and countervailing duties and rights	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti- dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
25. Force Majeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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</p>

	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	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ol style="list-style-type: none"> a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and b) the purchaser shall pay the provider any monies due the supplier.
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ol style="list-style-type: none"> a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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.</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIPP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchase may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT I HAVE READ AND UNDERSTOOD THE GENERAL CONDITIONS OF CONTRACT.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

5. TERMS OF REFERENCE

5.1 BACK GROUND: UMSOBOMVU LOCAL MUNICIPALITY

Umsobomvu Local Municipality covers the towns of Colesberg, Noupoort and Norvalspont, with approximately 2 772 prepayment electricity meters. It must be noted that the Municipality is currently aggressively promoting the conversion to prepayment electricity and water meters in these areas.

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.

5.2 CURRENT STATE

Conlog Ultima plus Revenue Management Software is currently in use.

5.3 SCOPE OF WORK AND SPECIFICATIONS

5.3.1 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.

5.3.2. 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.

5.3.3 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.

5.3.4. Guaranteed System Performance:

5.4.1. The process of full commissioning of the system must be started after the contract has been awarded, to ensure full operational implementation on **1 July 2024**.

5.4.2. 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.

5.4 Vending System Cost:

5.4.1 The Municipality's method of payment for the Vending System is a monthly fee.

5.4.2 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.

5.4.3 The Bidder shall separately identify the individual functional modules included in the total cost, such as:

5.4.5 Vending System Operational components

5.4.6 Upgrade / replacement of existing on-line vending machines. Any upgrades will be communicated to the Municipality for approval.

- 5.4.7 Software, including database, operating system, workstation and Point of Sale (POS) if applicable.
- 5.4.8. Hardware requirements for POS (if applicable)
- 5.4.9 Integration to the Umsobomvu Local Municipality Financial Management System (Vesta Phoenix), please provide reference letter.
- 5.4.10. Metadata migration from existing system to new system and complete system and interface testing (schemer structure to be defined when tender is awarded)
- 5.4.11. Training costs.

5.5. Vending Infrastructure:

- 5.5.1 The active Vending System shall be hosted off site, by the service provider, please provide full details for the hosting of the vending system.
- 5.5.2. The back-up Vending System shall be hosted off site, by the service provider.
- 5.5.3. The Vending System must have the capability to vend to all meters installed in the Municipality's service area including the following meters:
- 5.5.4. All STS meters;
- 5.5.5. 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.

5.6. Interfacing:

The Municipality currently uses the Phoenix (VESTA) 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

5.7. Technology and Platforms:

5.7.1. Database

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

5.8. Vendor Data Model

- 5.4.8.1 The data model must provide for the following:
 - 5.8.1.1. The Erf will be the Point-of-Connection.
 - 5.8.1.2. The tariff shall be connected to a Consumer.
 - 5.8.1.3. Multiple different Meter Types (single- and three phase meters) may be connected to the same Point-of-Connection.
 - 5.8.1.4. The data model shall allow for the definition of hierarchical Nodes in order to simulate a distribution network.
 - 5.8.1.5. The data model shall allow for WGS-84 GPS coordinate definition with all locations. These include the location of the meter, point of supply, pole and/or transformer location.
 - 5.8.1.6. 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 **60%** of the amount in units, and the **40%** will appear on the client's account as a receipt but could be adjusted to a higher percentage.
 - 5.8.1.7. **The Bidders proposed data model must accommodate, for enhanced management purposes, additional resources like prepaid water.**

5.9 Web Interface

- 5.9.1. All system functions shall be accessed via a user-friendly Web Interface.
- 5.9.2 The system shall allow for the following business logic:

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

5.9.3. 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.

5.10. Security

- 5.10.1. The system shall allow for the addition of an unlimited number of named users.
- 5.10.2. The system shall allow for smart card-based SSL security to be implemented for on-line Point of Sale.
- 5.10.3. The bidder shall comply with Umsobomvu Local Municipality's User Access Management procedures.
 - 5.10.3.1. The minimum password length for users is 8 characters, containing alphabetical (upper and lower case), numeric and special characters (symbols).
 - 5.10.1.2. The system must require the users to reset their passwords on an interval of 30 days;
 - 5.10.1.3. The system must only allow for the re-use of previously used password, after 12 changes;
 - 5.10.1.4. 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.
 - 5.10.1.5. The system must make provision for the user to log out of the system.

5.11. Transaction Switching

- 5.11.1. 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.

5.12. Critical Performance Parameters

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

- 5.12.1. The software and database shall be able to accommodate, with no special changes other than hardware scaling, more than 5 000 customers through a minimum of 10 vendors generating a minimum of 1 000 transactions per month.
- 5.12.2. The software and database shall have no limitation on the number of named users and workstations it can accommodate.
- 5.12.3. The system must be a real time system.
- 5.12.4. The Bidder must indicate how many transactions per second can be processed, with at least 2 per minute.
- 5.12.5. The system shall be operational on 24 hours x 7 days a week x 365 days per year basis.

5.13. Electricity Prepayment Vending

- 5.12.1. Transactions
 - 5.13.1.1. A transaction consists of taxes, levies, standing arrears and services and the entire transaction must be atomic.
 - 5.13.1.2. Any rounding errors of kWh beyond the first decimal shall be recorded in the database as separate transaction rows to ensure effective reconciliation.
 - 5.13.1.3. Transaction reversals shall:
 - (a) Be affected 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.

5.14. Vending Operations

- 5.14.1. Network communication for the point of sale and web access shall include but not be limited to the following:
 - ✓ Corporate LAN / WAN;

✓ Internet

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

5.14.3 Standard language available on the system shall be English.

5.14.4.. 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.

5.14.5. The system shall be capable of the following:

- a) Vending to all prepayment meters 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.

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

5.15. Vending Management

5.15.1. The system shall allow for the definition of independent banking batches, sales batches and shift batches to accommodate various levels of operators.

5.15.2. The system shall allow for the automated or manual sign-off of banking batches from a central point.

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

5.15.14. 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.

5.16. Debt recovery

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

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

5.16.3. 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.

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

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

5.16.6. Umsobomvu Local 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 Phoenix (VESTA) Financial System prepaid contract account number.
- d. The prepayment meter number

5.16.7. The Vending System sends the following details to Phoenix (VESTA) Financial System:

- a. All arrear payments received from the customers: variable percentage.
- b. Phoenix Financial System prepaid contract account number

c. The prepayment meter number.

5.17. Tariffs

- 5.17.1. The system must accommodate step tariffs blocks (where each block is a range), with a minimum of 4 kWh/1 kilolitre-based steps.
- 5.17.2. 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/kl bought.
- 5.17.3. The Vending system shall have automated activation dates for tariff changes.
- 5.17.4. 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.

5.18. Payment System

The vending system shall be capable of supporting the following:

- 5.18.1. 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.
- 5.18.2. Vouchers generated by the system for issue to customers must contain the information as per **Annexure A** or at least be similar in terms of the layout.

5.19. Vendor Management

- 5.19.1. The Bidder shall be responsible for the following:
 - 5.19.2. 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.**
 - 5.19.3. Advertising and information meetings with prospective vendors.
 - 5.19.4. Appointment of vendors and signing of contracts. The Municipality will determine the quantity of vendors per location as required from time to time.
 - 5.19.5. Providing all the necessary hardware, software and communications equipment needed for the vendor to operate.
 - 5.19.6. Providing training as and when necessary for the vendor or his appointed operators in order to operate the equipment and relevant software.
 - 5.19.7. Providing the necessary consumables, e.g., paper, printer cartridges, etc.
 - 5.19.8. Providing the routine, preventative and necessary maintenance, repair and servicing as is required to maintain the equipment.
 - 5.19.9. Collecting revenue from the vendors, ensuring compliance to all security measures.
 - 5.19.10. Insurance against revenue loss, with a minimum of R500 000.
 - 5.19.11. To reconcile the revenue received from the vendors on a daily basis.
 - 5.19.12. Payment of any vendor commissions owed.
 - 5.19.13. Payment of revenue received (Prepaid & Auxiliary separately) directly in municipality's account the next business day.
 - 5.19.14. Providing daily and monthly reports as required by the municipality, including audit reports.
 - 5.19.15. The bidder has the responsibility for appointing a minimum of 10 third party vendors in all areas in the Umsobomvu Local municipality after the tender is awarded.

5.20. Support Services

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

5.21. Meter Configuration Management Software

- 5.21.1. 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 detail,
 - j. Link a consumer with a location / meter
- 5.20.2. Meter management processes shall automatically change the modes (example block, unblock 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.
- 5.20.3. 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.
- 5.20.4. The system shall allow for an unlimited number of meters.

5.22. 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

5.23. Financial and Vending System Integration

- 5.23.1. 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.
- 5.23.2. The following are the minimum integration that will be required to provide functionality between the financial system and the Vending System:
 - 5.23.1.1. 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.
 - 5.23.1.2. 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).
 - 5.23.1.3. An arrears payments / refunds inbound file from Vending System to the financial system for arrears collected and refunds given.
 - 5.23.1.3. An inbound file from the Vending System to the financial system for all meter changes carried out (may be considered).
 - 5.23.1.4. An inbound file from the Vending System to the financial system for all Vendor sales.
 - 5.23.1.5. An inbound file from the Vending System to the financial system for sales transactions that has been deleted.
- 5.23.3. In the integrations listed above only the data that has changed must be transferred between the Vending System from the financial system.

5.24. System Testing

- 5.24.1. The test plan to be followed during the testing of the Vending System must be submitted with the tender.
- 5.24.2. 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.

5.25. Migration of Data and Commissioning of new System

- 5.25.1. 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.
- 5.25.2. The full commissioning of the system must be started after the contract has been rewarded and implemented before the start date, 01 July 2024.

5.26. Training

- 5.26.1. The scope and cost of the training for the staff of the Municipality shall form part of the tender.
- 5.26.2. A full training schedule indicating what type and level of training shall be provided.
- 5.26.3. The Municipality's staff must be fully trained and proficient by 30 September 2024 or within 3 months from the starting date.
- 5.26.4. The training shall include, but not limited to full system administration.

5.27. Vending Options

- 5.27.1. The system should as a minimum, cater for:
 - 5.27.1.1. Voucher-based vending and SMS and call centre validation (including call centre redemption).
 - 5.27.1.2. Mobile Points of Sale vending via handheld vending devices operation on GPRS / GSM.
 - 5.27.1.3. Cell phone vending for mobile vending agents using standard cell phones to sell electricity.
 - 5.27.1.4. Internet Web Site vending. Payment mechanism on the web site must cater for credit/debit cards and vouchers.
 - 5.27.1.5. Connection interface for third-party vendors and services compliant to ISO 8583. This should be a separate, dedicated switching application.

5.28. Vending of STS Water Meters

- 5.28.1. The bidder shall be responsible for the vending of STS Water Meters complaint with SANS 1529-9: 2008 Edition 2.1.

5.28.2. The STS Water Meters the bidders shall be responsible to vend all above ground and wall mount box housing STS Water Meters but are not limited;

5.29. Compliant with TID 2024

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

5.29.2. The bidder must submit a TID 2024 proposal with its bid document.

5.30. Proposal and Service Level Agreement

5.30.1. A proposed Service Level Agreement/s should be submitted within three (3) months after the tender is awarded. 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.

5.31. Pricing

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

5.31.2. The bid offer price will remain valid for a period of 120 days.

5.32. Commencement Date

The contract period will commence on the date of signing the contract or 01 July 2024, whichever is last and will end on 30 June 2027.

5.33. Tender Functionality/ Requirement of this tender.

Please note it is very important that all prospective tenderers comply with the functionality criteria/ requirements of this tender as set out below. Failure to submit relevant documents to these special conditions/requirements will result in the tenderer being found non-responsive and will not be evaluated on price and specific goals. Please refer to page numbers in the tender document where the special conditions/ requirements can be obtained.

5.33.1. Tenderer must be able to vend all STS meters.

5.33.2. The bidder must provide within its tender document a comprehensive TID Rollover Proposal ensuring business continuity, by allowing the current installed prepaid meter base to continue working beyond November 2024. The proposal must include a commercial offer which indicate the price per meter for such rollover proposal.

5.33.3. The bidder must include an STS Association Certificate tested for compliance with IEC 62055-41 Edition 3, in accordance with the STS531 and also compliance test specifications Edition 1.9 Utilizing protocols STS600-8-6 STS Edition 2.

5.33.4. The Vending System offered must have the capability to integrate with current financial system Phoenix (VESTA). Confirmation letter must be attached.

5.33.5. The bidder must have at least five (5) years' experience in providing a vending system and reference letter/s must be attached in the form of:

- ✓ Name Company/ Municipality;
- ✓ Date from to date to, or current.

ANNEXURE A

Sample of a Prepaid Vendor Token

UMSOBOMVU LOCAL MUNICIPALITY

Receipt Number : XXXXXX
VAT Invoice : POS ID/Meter Number/XXXXXX
VAT Reg No: 4700193941

Name: PLAATJIES NL.
Meter: XXXXXXXXXXXX
SGC: 008023 KRN: X TI : XX
Account number: xxxxxxxxxxxx

DOMESTIC XXXX CONSUMPTION
Date: DD/MM/YYYY Time: HH:MM:SS

Cost of Electricity per unit excl. VAT	XXXXX
Daily Service Charge excl. VAT	XXXXX
No. of units purchased	XXXXX units
No. of days since the last purchase	XXXXX days

Sub-Total	XXXXX
VAT	<u>XXXXX</u>
Total	XXXXX

Arrears Recovered	<u>XXXXX</u>
Grand Total	<u>XXXXX</u>
Less Rounding	XXXXX
Amount to pay	<u>XXXXX</u>
Amount Tendered	<u>XXXXX</u>
Change	<u>XXXXX</u>

XXXX	XXXX	XXXX
	XXXX	XXXX

.....40 CHARACTER MESSAGE.....

DIRECTOR: ELECTRICITY SERVICES
UMSOBOMVU LOCAL MUNICIPALITY
21A CHURCH STREET
COLESBERG
9795

5 FUNCTIONALITY CRITERIA

TENDER FUNCTIONALITY

1. The evaluation of tenders will be done in terms of compliance to the functionality criteria indicated below. Bids failing to achieve the minimum qualifying score for functionality as indicated in the bid documents will be disqualified from further evaluation.
2. Hundred **(100)** points are available as indicated in the table below. The bidder must score at least **70** out of **100** points **(70%)** in order for the bid to be responsive. Bidders who do not meet the minimum functionality score, will be regarded as non-responsive, and not be evaluated on price and preference points.
3. The following are the evaluation criteria for functional responsiveness. Bidders must complete the functionality table. All proof must be attached in order to claim points for functionality.

ITEM	CRITERIA	MAXIMUM POINTS AVAILABLE	POINTS AWARDED	REFERENCES TO PROOF ATTACHED IN TENDER
1.	<p>SIMILAR EXPERIENCE IN PREPAYMENT VENDING SYSTEMS IN YEARS</p> <ul style="list-style-type: none"> - 0-2 Years' experience (4 points) - 2-4 Years' experience (8 points) - 4-6 Years' experience (14 points) - More than 6 Years' experience (20 points) <p>(Appointment Letters must be submitted with the tender)</p>	20		
2.	<p>SIMILAR VENDING PROJECTS SUCCESSFULLY IMPLEMENTED AND OPERATIONAL?</p> <p>Ten (10) points for every project successfully and operational (At least 5 000 active meters) Contactable reference sites must be submitted with the tender. Failure to comply will result in the bidder not obtaining the <i>necessary points</i>.</p>	40		

<p>3.</p>	<p>CAPACITY/ABILITY TO IMMEDIATELY VEND THE ESTIMATED 2 772 STS METERS?</p> <p>Immediate Vending (40 Points) 0- 30 days Replace meters (30 Points) 31-60 days Replace meters (20 points) 61- 90 days Replace meters (10 Points) Proof must be submitted by prospective bidders that their current vending system can vend STS meters / or proposal for the replacement of STS meters must be submitted by the prospective bidder.</p>	<p>40</p>		
<p>TOTAL FUNCTIONALITY POINTS OBTAINED</p>		<p>100</p>		

6. RETURNABLE MBD DOCUMENTS

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMSOBOMVU LOCAL MUNICIPALITY.					
BID NUMBER:	ULM/FIN/EPVS/04/2024	CLOSING DATE:	03 June 2024	CLOSING TIME:	12H00
DESCRIPTION	Appointment of a Service Provider for a prepayment vending system.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
21A Church Street					
Colesberg					
9795					
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:		AND	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	Supply Chain Management		DEPARTMENT	FINANCE	
CONTACT PERSON	N Dyantyi		CONTACT PERSON	N Thiso	
TELEPHONE NUMBER	051 753 0040		TELEPHONE NUMBER	051 753 0040	
E-MAIL ADDRESS	nmndini@umsobomvumun.co.za		E-MAIL ADDRESS	ncedo@umsobomvumun.co.za	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

**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:

MBD 2

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

1. In order to meet this requirement bidders are required to complete the full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate PIN number must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za or at our SCM office.
6. Applications for the Tax Clearance Certificates 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.

PRICING SCHEDULE

PRICING INSTRUCTIONS:

1. The document must be completed in non-erasable black ink.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and accompanied by an initial at each and every alteration.
4. The bidder must indicate whether he/she/the entity is a registered VAT Vendor or not.
5. In the case of the bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN "X"							
Are you/ Is the firm a registered VAT Vendor?	YES				NO			
If "YES", please provide VAT Number								

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

Hereby offer to Umsobomvu Local Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Umsobomvu Local Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

PLEASE NOTE: Rates must be firm and fixed for the duration of the contract period ending 30 June 2027, 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.”*

Upon due consideration of all influencing factors, the Municipality has determined to cap the total revenue to the service provider(s) at R 8 million per annum as total compensation for all obligations in terms of this contract.

Note: For comparative evaluation purposes the amount (Rand value) of sales will be calculated at

R 800 000 per month. This is based on current sales for the last 3 years projected forward over the duration of the contract.

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 (%) *	R 800 000	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				
3.4.9 TID Rollover Cost*	2 772	Cost per meter		
4. SPECIAL NOTE AND PRICE ESCALATION				
<p>4.1 Special Note to Bidders:</p> <ul style="list-style-type: none"> ✓ All bidders must tender on all item descriptions, even if there's no cost to the municipality, it must then be indicated with R 0.00. ✓ Bidders must take note that the evaluation of the tender for price will only be conducted on the variable cost which include the vending transaction fee %, banking charges and other costs, (*only on the TID Rollover Cost, cost per meter will be taken into consideration). ✓ 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 Umsobomvu Local Municipality. The amounts in the pricing schedule will be used for evaluation purposes only to determine a comparative price. <p>4.2 As the cost of service is based on turnover, the Annual tariff increase by the municipality will represent the annual escalation, this will be capped at an increase of 6% per annum on the average cost per unit dispensed, resulting in the percentage commission on turnover to be adjusted downward if the municipal tariff increases to the majority of pre-paid customers exceed an annual</p>				

increase of 6% per financial year. If the municipal tariff increase is lower than the average CPIx rate as at 30 June each year (calculated on the preceding 6 months CPIx) published by STATS SA, an increase in commission equal to the National Treasury growth parameters annually determined in the National Treasury budget circular to municipalities will be applied.

Any enquiries regarding bidding

procedures may be directed to the –

Mrs N Dyantyi (051 753 0040)

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state.
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
3.1	Full Name of bidder or his / her representative:
3.2	Identity Number:
3.3	Position occupied in the Company (director, trustee, shareholder ²):
3.4	Company Registration Number:
3.5	Tax Reference Number:
3.6	VAT Registration Number:
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.
3.8	Are you presently in the service of the state? YES / NO
3.8.1	If yes, furnish particulars:
<p>¹ MSCM Regulations: “in the service of the state” means to be –</p> <p>(a) a member of –</p> <p style="margin-left: 20px;">(i) any municipal council;</p> <p style="margin-left: 20px;">(ii) any provincial legislature; or</p> <p style="margin-left: 20px;">(iii) the National Assembly or the National Council of Provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official or any Municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>² “Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.</p>	

3.9	Have you been in the service of the state for the past twelve months? If yes, furnish particulars:	YES / NO
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? If yes, furnish particulars:	YES / NO
3.11	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars:	YES / NO
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, furnish particulars:	YES / NO
3.13	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, furnish particulars:	YES / NO
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? If yes, furnish particulars:	YES / NO

4. Full details of directors / trustees / members / shareholders		
Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

PREFERENCE POINT CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Umsobomvu Local Municipality Preferential Procurement Policy, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then

the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated(80/20 system) (To be allocated by the municipality	Number of points claimed (80/20 system) (To be completed by the tender)
FUNCTIONALITY	80	
SPECIFIC GOALS	20	
Youth-Enterprise 18-35	4	
Women-Equity Ownership	4	
Disability-Equity Ownership	2	
HDI	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 **TYPE OF COMPANY/ FIRM:** [TICK APPLICABLE BOX]

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

4.9 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

ADDRESS:

.....

.....

WITNESSES

1.

2.

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.....

2

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

1. I..... in my capacity
as.....
accept your bid under reference numberdated.....for the
rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

.....

2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <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"/>
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"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION MBD 8

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID NO: ULM/FIN/EPVS/04/2024- Appointment of a Service Provider for a prepayment vending system for a period of 36 months. (Bid Number and Description)

in response to the invitation for the bid made by:

UMSOBOMVU LOCAL MUNICIPALITY

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

I certify, on behalf of: _____ that:

(Name of Bidder)

2. I have read and I understand the contents of this Certificate;
3. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
4. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
5. 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;
6. 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
7. 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.
8. 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.

9. 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.

10. 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.

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.**

.....
Signature	Date
.....
Position	Name of Bidder

7. RETURNABLE SCHEDULES
7.1.PROOF OF CSD REGISTRATION

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

7.2.TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

8. 7.3 PROOF OF CURRENT MUNICIPAL RATES, TAXES AND CHARGES

- a) Tenderers are required to submit a municipal account bearing the Tenderers Entity’s name as proof of payment of municipal services which is not older than 3 months and must not be in arrears for more than 3 months at the tender closure date.
- b) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.
- c) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (d)
- d) Conditions for Lease agreement;
 - iv. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement.
 - v. Lessor’s Company name and must appear on the Lease Agreement.
 - vi. The Lessee’s Entity name must appear on the Lease Agreement

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

**7.4 CERTIFIED COPIES OF IDENTITY DOCUMENTS OF MEMBERS/
SHAREHOLDERS / DIRECTORS OF THE COMPANY (ORIGINAL
STAMP NOT OLDER THAN 3 MONTHS)**

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

7.5 VALID CIPC DOCUMENTS / COPIES OF COMPANY REGISTRATION DOCUMENTS

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

7.6. BBBEE CERTIFICATE – ONLY THE FOLLOWING ORIGINAL BB BEE CERTIFICATES AND / OR CERTIFIED COPY OF BB BEE CERTIFICATES WILL BE ACCEPTED AND MUST BE ATTACHED. IRBA, SANAS OR SWORN AFFIDAVIT. (NO POINTS WILL BE CLAIMED WITHOUT BBBEE CERTIFICATE).

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

7.7. JOINT VENTURE AGREEMENT (IF THE TENDERER IS A JOINT VENTURE)

Attach document to this page

Name of Tender:	Date:.....
Signature:	Position:
Full Name of signatory:	

7.8. RECORD OF ADDENDA

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

7.9. PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

7.10. EXPERIENCE OF TENDERING ENTITY

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory: