



**TDR99/2023/2024**

**RENDERING OF PRE-PAID VENDING SYSTEMS AND SERVICES**

<b>CLOSING DATE: 12 APRIL 2024</b>	<b>CLOSING TIME: 12:00</b>
<b>NAME OF BIDDER*</b>	
<b>ADDRESS*</b>	
<b>TELEPHONE NUMBER*</b>	
<b>CELLPHONE NUMBER*</b>	
<b>E-MAIL ADDRESS*</b>	
<b>CENTRAL SUPPLIER DATABASE REGISTRATION NR*</b>	
<b>B-BBEE LEVEL OF CONTRIBUTION*</b>	
<b>LOCALITY (Municipal Area/Province where Business is Located) *</b>	
<b>CIDB REGISTRATION NR* (if applicable)</b>	<b>NA</b>
<b>TENDER AMOUNT (VAT included) *</b>	<b>See pages 65 - 69</b>

(\* - TO BE COMPLETED BY BIDDER)

Prepared by:  
Mossel Bay Municipality  
PO Box 25  
Mossel Bay  
6500

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## SECTION 1.1: INVITATION TO TENDER

**CLOSING TIME: 12:00**

**CLOSING DATE: 12 APRIL 2024**

### **TDR99/2023/2024: THE RENDERING OF PREPAYMENT VENDING SYSTEM AND SERVICES**

Tenders are hereby invited from qualified and experienced service providers for the supply of prepayment vending system and services for the Mossel Bay Municipality for a period of five (5) years from 1 July 2024 to 30 June 2029. The tender is subject to the following of the prescribed Section 33 process in terms of the MFMA to obtain a Council Resolution to enter into the long-term agreement.

Tenders must be submitted on the original documents and remain valid for one hundred and twenty days (120) days after the closing date of the tender. Enquiries pertaining to the specifications can be addressed to Mr Jannie Fourie at telephone (044) 606-5039 or e-mail at [jfourie@mosselbay.gov.za](mailto:jfourie@mosselbay.gov.za). Enquiries pertaining to the completion of the documents can be addressed to Mr Deslin Kohler at telephone (044) 606-5192 or e-mail to [dkohler@mosselbay.gov.za](mailto:dkohler@mosselbay.gov.za).

A set of tender documents can be obtained at a non-refundable cost of R264.00 per set from Mr Deslin Kohler who may be contacted at telephone (044) 606-5192 or e-mail at [dkohler@mosselbay.gov.za](mailto:dkohler@mosselbay.gov.za) **OR** it can be obtained on our website at [www.mosselbay.gov.za](http://www.mosselbay.gov.za) free of charge. If you require a hard copy of the tender document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from [esnyders@mosselbay.gov.za](mailto:esnyders@mosselbay.gov.za))**, prior to collecting and proof of payment must be provided when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

**A compulsory online briefing meeting will take place at 11h00 on Wednesday, 20 March 2024 via Microsoft Teams.**

Bidders who wish to attend the online briefing meeting via Microsoft Teams must log into the meeting with the following link [Click here to join the meeting](#) or using the following Teams login details:

**Meeting ID: 371 374 003 604**

**Passcode: 3Mwvio**

Bidders must log into the meeting 15 minutes before the start of the meeting, to ensure that the link is working.

Bidders that log in 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12h00 on Friday, 12 April 2024** or be posted to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

The tender is subject to functionality criteria.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than **64 out of 80 points** will be considered as non-responsive:

Functionality criteria and weight:

- 1 Number of qualified fulltime employees of Bidder carrying a weight of 25 points.
- 2 Company (or JV) Experience carrying a weight of 20 points.
- 3 References Related to that Experience carrying a weight of 15 points.
- 4 Financial Viability carrying a weight of 20 points.

Responsive bids will be evaluated on the 80/20 or 90/10 Preference Points System. A maximum of 20 points (80/20 preference point system) or 10 points (90/10 preference point system) will be allocated for specific goals. 50% of the 20/10 points will be allocated in terms of a bidder's B-BBEE scorecard and other 50% of the 20/10 points will be for a bidder's locality.

The tender box will be emptied just after 12h00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

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

It is expected of all Bidders 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 Bidders who are not registered on this Database.

**MR C PUREN  
MUNICIPAL MANAGER**

## SECTION 1.2: CONDITIONS AND INFORMATION

### 1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) available on the National Treasury website <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/> will be applicable to this formal written quotation as well as Special Conditions of Contract (SCC) (if applicable) forming part of this set of quotation documents in addition to the conditions and information. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

### 1.2.2 Acceptance or Rejection of a Quote

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

### 1.2.3 Validity Period

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

### 1.2.4 Cost of Bid Documents

A set of quotation documents can be obtained at a non-refundable cost of **R264.00** per set from Mr. Deslin Kohler who may be contacted at telephone (044) 606-5192 or e-mail at [dkohler@mosselbay.gov.za](mailto:dkohler@mosselbay.gov.za) **OR** it can be obtained on our website at [www.mosselbay.gov.za](http://www.mosselbay.gov.za) free of charge. If you require a hard copy of the bid document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from [esnyders@mosselbay.gov.za](mailto:esnyders@mosselbay.gov.za))**, prior to collecting and proof of payment must be provided when collecting the bid document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

### 1.2.5 Registration on the 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 this Database.

### 1.2.6 Completion of Bid Documents

- (a) The original tender document must be fully completed and originally signed in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender and will not be evaluated.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender and will not be evaluated.
- (c) The complete original tender document must be returned. Material pages that are omitted from the tender document may result in the disqualification of the tender and the bidder will not be evaluated. The Municipality reserves the right to request immaterial pages that were omitted.

- (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.
- (e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

## **1.2.7 Compulsory Documentation**

### **1.2.7.1 Tax Clearance Certificate**

- (a) A copy of a Tax Compliance Status Pin, 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, printed from the SARS website, with the bid documents.
- (c) If a bid is not supported by a Tax Compliance Status Pin 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.

## **1.2.8 Other Documentation**

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

- (a) When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.
- (b) A bidder will be non-responsive, if the CIDB status of the bidder indicates suspended or inactive or deregistered on the day of evaluation.

### **1.2.8.2 Municipal Rates, Taxes and Charges**

- (a) A copy of the bidder's and those of its director's/members municipal accounts (for the Municipality where the bidder and its director's/members pay their account) for the month preceding the quotation closure date must accompany the bid documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful. The arrangement for settlement for the outstanding amount (which were done before the closing date of the bid), must also be submitted with the bid document.

- (c) If a bidder and its director's/members rent their premises, the current lease agreement must be submitted with the tender document, which indicates that the rental includes their municipal rates and taxes. If the lease agreement indicates that the bidder or its director's/members are responsible to pay the municipal rates and taxes, the Municipal Account of the leased premises indicated must also be submitted.
- (d) If a bidder and its director's/members, do not own any property, they must submit the following:
  - (i) Affidavit from the bidder and its director's/members, that they do not own any property;
  - (ii) Affidavit from the owner of the property where business is situated/director's/members reside, that the bidder and its director's/members are not liable for the municipal rates and taxes.
- (e) If a bidder and its director's/members, lives outside of South Africa, an affidavit must be submitted.
- (f) If a bidder or its director's/members, lives outside of South Africa, an affidavit must be submitted by the Company.

### 1.2.9 Authorised Signatory

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

### 1.2.10 Site / Information Meetings

- (a) Site or information meetings, if specified (in the advert), are **compulsory**. Bids will not be accepted from bidders who have not attended the compulsory site or information or online briefing meetings. Bidders that arrive or log in 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed/have connection problems, he/she must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- (b) All bidders, including **ALL THE PARTNERS OF A JOINT VENTURE** must attend the compulsory site or information or online briefing meeting.

### 1.2.11 Samples

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

### 1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number

of such items to be higher/more or lower/less. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

#### **1.2.13 Submission of Tender**

- (a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay Municipality by not later than 12h00 on Friday, 12 April 2024.**

OR

- (b) be posted to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time.
- (c) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

#### **1.2.14 Expenses Incurred in Preparation of Tender**

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

#### **1.2.15 Contact with Municipality after Tender Closure Date**

Bidders shall not contact the Mossel Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Mossel Bay Municipality, it should do so in writing to the Mossel Bay Municipality. Any effort by the firm to influence the Mossel Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

#### **1.2.16 Opening, Recording and Publications of Tenders Received**

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative offers will be read out aloud.
- (b) Details of tenders received in time will be recorded in a register which is open to public inspection.

#### **1.2.17 Evaluation of Tenders**

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

#### **1.2.18 Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2007 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management and the current Municipal Preferential Procurement Policy.

#### **1.2.19 Contract**



The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed bid document, will constitute the full agreement between the Municipality and the successful bidder.

#### **1.2.20 Subcontracting**

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

#### **1.2.21 Language of Contract**

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

#### **1.2.22 Extension of Contract**

The Municipality reserves the right to negotiate the extension or expansion of a contract with the successful bidder should additional funds become available. This prescribed process in terms of legislation must be followed prior to any agreement being concluded and the vesting of any rights.

#### **1.2.23 Stamp and Other Duties**

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

#### **1.2.24 Wrong Information Furnished**

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

### **1.2.25 Past Practices**

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

### **1.2.26 DOCUMENTATION REQUIRED TO CLAIM POINTS FOR SPECIFIC GOALS**

#### **1.2.26.1 Proof of B-BBEE Status Level of Contributor:**

- (a) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (b) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act, as indicated below:

- **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.

- **If certificate was issued by an Auditor/ Accounting Officers:**

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the 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, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

- **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 an original certificate or certified copy of the original.

#### 1.2.26.2 Proof of Locality in a Specific Province, Region and Municipal Area

- (a) Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality).
- (b) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.
- (c) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

No	Requirement	Points for enterprises within Mossel Bay municipal area	Points for enterprises within Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	5	3
2	Procurement under the 90/10 preference points system where the supplier or service provider is located in:	5	3	2

(d) Bidders must submit one of the following in order to receive points for the abovementioned criterion.

- (i) The business premises Municipal Account of address as indicated in bid document;
- (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit of the owner stating occupancy.
- (iii) The premises of the bidder as indicated in the MBD6.1 of the bid document as the business address should be established prior to the advertisement date.

#### 1.2.28 Letter of Good Standing from the Commissioner of Compensation

- (a) A valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents.
- (c) If a bid is not supported by a valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, 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 AND relevant 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 expire during the contract period, a valid AND relevant certificate must be submitted within an agreed upon time.
- (f) The right is reserved to not award a tender if a valid AND relevant Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

#### **1.2.29 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. These negotiations can be done prior or after the final award.

#### **1.2.30 Joint Ventures**

The Joint venture agreement must be submitted as part of the bid documents;

- (a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
- (b) Joint venture will only qualify for points for their B-BBEE status level 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 Joint venture.
- (c) Joint venture will only qualify for points for Locality as a legal entity, provided that the entity submits the address of the Lead Partner as per the Joint Venture agreement.
- (d) If the joint venture division is 50/50 the points will be allocated according to the closest address.
- (e) All members of the Joint venture must submit, with the bid documents:
  - a valid SARS tax pin, individually;
  - an agreement that clearly provides clarity of Profit and liability sharing; and
  - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed on pages 93-95.
- (f) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

#### **1.2.31 Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr. Jannie Fourie at telephone (044) 606-5039 or e-mail to [jfourie@mosselbay.gov.za](mailto:jfourie@mosselbay.gov.za).

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## 1.3 GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information inspection**

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

## **6. Patent Rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

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

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

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

**16. Payment**

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:  
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:



- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## SECTION 1.4: SPECIAL CONDITIONS OF CONTRACT

- 1.4.1 Bidders should be registered as an ISO 9001 certified company as on the closing date of the tender. The certification must be maintained for the duration of the contract. **Failure to submit documentary proof with the tender document, will be considered as submitting a non-responsive bid.**
- 1.4.2 It will be expected from the successful bidder to operate and man a support office in the Mossel Bay Municipal area 5 days per week.
- 1.4.3 The award of the bid will be subject to a section 33 process.
- 1.4.4 **Performance Security of R2 000 000 to be submitted as stipulated in Section 7 of the Tender Document (General Conditions Of Contract). The Municipality reserves the right to increase the amount.**
- 1.4.5 **Annual financial statements of the bidder, for the last three (3) years, to be submitted with the tender.**
- 1.4.6 **OBJECTIVES**
- 1.4.6.1 The successful bidder is to provide and manage software for an on-line prepayment meter vending system to serve all meters, as well as 3rd party vendor management, revenue protection, smart metering solution and additional supplementary support services to Mossel Bay Municipality for a 5-year period from 01 July 2024 to 30 June 2029.
- 1.4.6.2 The successful bidder and Mossel Bay Municipality will conclude a Service Level Agreement (“SLA”) based on mutually agreed performance measures. The Successful bidder’s performance in terms of the SLA will be reviewed annually
- 1.4.6.3 **Preferred and alternative bidders may be appointed depending on the responsiveness of the bidders. Alternative bidder(s) will be used in the event of non-performance as stipulated in Section 21 of the General Conditions of Contract in the tender document .**

## SECTION 1.5: FUNCTIONALITY EVALUATION

### 1.5.1 Specifications

The information requested from bidders in this tender has been identified by Mossel Bay Municipality as necessary to be able to evaluate the commitment, capability, suitability and capacity of the bidders.

### 1.5.2 Functionality Evaluation

- (a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than **64 out of 80 points** for this criterion will be regarded as non-responsive and will not be evaluated on price and preference. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.
- (c) No information or documentary proof, relating to tender functionality, will be requested after closure of the tender
- (d) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information to be pre-evaluated on the criteria mentioned below:

	<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
1	Number of qualified fulltime employees of Bidder	<b>25</b>
2	Company (or JV) Experience	<b>20</b>
3	References Related to that Experience	<b>15</b>
4	Financial Viability	<b>20</b>
<b>TOTAL</b>		<b>80</b>

**PLEASE NOTE: IF LESS THAN 64 OUTS OF THE 80 POINTS FOR THESE CRITERIA IS OBTAINED; THE TENDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED.**

**Criterion 1: Number of qualified fulltime employees of Bidder**

- (a) A maximum of 25 points will be awarded at the sole discretion of Mossel Bay Municipality's Bid Evaluation Committee based on the information provided and will be split as follows. Points will only be award once for each staff/personnel allocated to this Tender, no multiple scoring per person.

<b>Management Staff &amp; Personnel Required:</b>	<b>Max points</b>	<b>For proof of compliance provide bid document reference page number</b>
<p><b>Contract Manager</b> (min 40 hours / 5 days per week)</p> <ul style="list-style-type: none"> <li>• <b>Must be suitably skilled and have CV verifiable experience managing Pre-Paid Vending Services projects. This person will be overall responsible for the execution of the contract. The CV of the person must be attached to verify the qualification and experience and allocate the points as follow:</b></li> </ul>		
<ul style="list-style-type: none"> <li>• Qualification of contract manager in relevant field either in pre-paid vending services or project management:               <ul style="list-style-type: none"> <li>○ Matric</li> </ul> </li> </ul>	1	
<ul style="list-style-type: none"> <li>○ Degree</li> </ul>	2	
<ul style="list-style-type: none"> <li>○ Post Graduate, for example Hons.</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Experience of contract manager in pre-paid vending services projects:               <ul style="list-style-type: none"> <li>○ 1 - 3 years, 11 months</li> </ul> </li> </ul>	1	
<ul style="list-style-type: none"> <li>○ 4 – 6 years 11 months</li> </ul>	2	
<ul style="list-style-type: none"> <li>○ 7 – 10 years 11 months</li> </ul>	3	
<ul style="list-style-type: none"> <li>○ 11 years and above</li> </ul>	4	

Management Staff & Personnel Required:	Max points	For proof of compliance provide bid document reference page number
<b>Vendor Manager</b> (min 40 hours / 5 days per week) <ul style="list-style-type: none"> <li>• <b>Must be suitably skilled and have CV verifiable experience managing Pre-Paid Vendors. This person will be overall responsible for the management of vendors. The CV of the person must be attached to verify the experience and allocate the points as follow:</b></li> </ul>		
<ul style="list-style-type: none"> <li>• Qualification of contract manager in relevant field either in pre-paid vending services or project management:               <ul style="list-style-type: none"> <li>○ Matric</li> </ul> </li> </ul>	1	
<ul style="list-style-type: none"> <li>○ Degree / 3-year Diploma</li> </ul>	2	
<ul style="list-style-type: none"> <li>○ Post Graduate, for example Hons.</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Experience of vendor manager in pre-paid vendor management:               <ul style="list-style-type: none"> <li>○ 1 - 5 years, 11 months</li> </ul> </li> </ul>	1	
<ul style="list-style-type: none"> <li>○ 6 – 10 years 11 months</li> </ul>	2	
<ul style="list-style-type: none"> <li>○ 11 years and above</li> </ul>	3	

Management Staff & Personnel Required:	Max points	For proof of compliance provide bid document reference page number
<p><b>At least 2 Technical Support Personnel relating to Vending Services and Vendor Management</b></p> <p><b>(min 40 hours / 5 days per week / full time on site)</b></p> <ul style="list-style-type: none"> <li>• Must be suitably skilled and have CV verifiable experience in technical support work in Pre-Paid Vending Services.</li> <li>• Must have good human relations and communication skills.</li> <li>• Must be able to apply all Municipal Policies relating to the tender.</li> <li>• <b>The CV of the persons must be attached to verify the qualification and experience. The average number of year experience of the 2 persons will be used to allocate the points as follow:</b></li> </ul>		
<ul style="list-style-type: none"> <li>• Qualification of contract manager in relevant field either in pre-paid vending services or project management: <ul style="list-style-type: none"> <li>○ Matric</li> </ul> </li> </ul>	1	
<ul style="list-style-type: none"> <li>○ Degree / 3-year Diploma</li> </ul>	2	
<ul style="list-style-type: none"> <li>○ Post Graduate, for example Hons.</li> </ul>	3	
<ul style="list-style-type: none"> <li>• Experience of contract manager in pre-paid vending services projects: <ul style="list-style-type: none"> <li>○ 1 - 5 years, 11 months</li> </ul> </li> </ul>	1	
<ul style="list-style-type: none"> <li>○ 6 – 10 years 11 months</li> </ul>	2	
<ul style="list-style-type: none"> <li>○ 11 years and above</li> </ul>	3	

Management Staff & Personnel Required:	Max points	For proof of compliance provide document reference bid page number
<p><b>At least 3 Inspectors relating to Data management and revenue protection, Inspection of Pre-paid meters and tamper management and Compliance relating to token identifiers (TID) on STS vending systems</b></p> <p><b>(min 40 hours / 5 days per week / full time on site)</b></p> <ul style="list-style-type: none"> <li>• Must be suitably skilled and have CV verifiable experience on Inspections / Law Enforcement.</li> <li>• Must have good human relations and communication skills.</li> <li>• Must be able to apply all Municipal Policies relating to the tender.</li> <li>• <b>The CV of the persons must be attached to verify the experience. The average number of year experience of 3 persons will be used to allocate the points as follow:</b></li> </ul>		
1 - 3 years, 11 months	1	
4 – 5 years 11 months	2	
6 years and above	3	



<b>Management Staff &amp; Personnel Required:</b>	Max points	For proof of compliance provide bid document reference page number
<p><b>At least 2 Administrative Clerks relating to Vending Services and Vendor Management and 2 Administrative Clerk relating to Data management and revenue protection, Inspection of Pre-paid meters and tamper management and Compliance relating to token identifiers (TID) on STS vending systems (min 40 hours / 5 days per week / full time on site)</b></p> <ul style="list-style-type: none"> <li>• Must be suitably skilled and have CV verifiable experience in administration work in Pre-Paid Vending Services.</li> <li>• Must have good human relations and communication skills.</li> <li>• Must be able to apply all Municipal Policies relating to the tender.</li> <li>• <b>The CV of the persons must be attached to verify the experience. The average number of year experience of 4 persons will be used to allocate the points as follow:</b></li> </ul>		
<ul style="list-style-type: none"> <li>• 1 - 3 years, 11 months</li> </ul>	1	
<ul style="list-style-type: none"> <li>• 4 – 5 years 11 months</li> </ul>	2	
<ul style="list-style-type: none"> <li>• 6 years and above</li> </ul>	3	
<b>TOTAL</b>	<b>25</b>	

(b) To claim points for the above bidders must submit detailed Curriculum Vitae (CV) of all personnel to be used/allocated for this Tender. The staff or personnel listed above must currently be employed by the Bidder company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project. CV experience listed of staff must be relevant and current. Points can only be allocated once, meaning one-person-one-score, no multiple scoring. Please note the staff allocated to this Tender must be on-site and used for this Tender. If the person is unavailable during time of Execution, he/she must be replaced with someone of equal or better value and experience and proof as per CV submitted.

NB: Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant similar events or activities and/or as determined by the Mossel Bay Municipality where applicable.

If the column in the above table with the heading "For proof of compliance provide bid document reference page number" is not completed or the information on the pages refer to in the column is insufficient to substantiate the experience **NO POINTS WILL BE AWARDED.**

**Criterion 2: Company (or JV) Experience**

- (a) A maximum of **20** points will be awarded at the sole discretion of Mossel Bay Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company's and its legacy firms experience and is not a duplication of Criterion 1's Number of qualified fulltime technical and software employees of Bidder. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.
- (b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

<b>Experience required:</b> Successfully completed years relevant to prepayment electricity vending services as set out in tender specifications.	<b>Maximum points</b>	<b>For proof of compliance provide bid document reference page number</b>
Minimum of 3 to 5 years	<b>10</b>	
6 to 7 years	<b>15</b>	
More than 7 years	<b>20</b>	
<b>TOTAL</b>	<b>20</b>	

- (c) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of experience relating pre-payment electricity vending services, by means of appointment letters/completion certificates.
- (d) Points will only be awarded for relevant & completed experience obtained relevant to the Tender Scope of Works. To be able to gain points the Bidder must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. Bidders to provide enough experience to score the total points as prescribed.
  - i. If the column in the above table with the heading "For proof of compliance provide bid document reference page number" is not completed or the information on the pages refer to in the column is insufficient to substantiate the experience **NO POINTS WILL BE AWARDED.**

**If no information is provided below or referred to as an additional attachment NO POINTS WILL BE AWARDED.**

<b>Employer/Client</b>	<b>Nature of work</b>	<b>Value of Work (incl. VAT)</b>	<b>Start and completion date (month and year)</b>  Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration

### **Criterion 3: References related to Experience**

Please note that this section refers to the Company's and its legacy firms' references related to the experience. It also takes into account that the references are related & relevant **to the rendering of a prepayment vending system and services.**

Bidders should provide copies of three (3) reference letters, on an official letterhead of the reference, in relation to the experience gained on projects relevant to the scope of work.

The following detail should be included in the reference letter:

- **Detail of the work that have been successfully completed.**
- **Period/duration of the project/service with start and finish dates.**
- **Was the work completed within the contractual time frame.**
- **Was the project completed within the project programme / schedule. (Meaning did the bidder keep to the programme / schedule.**
- **General performance on the project.**

The letter should also include who the contact person is with all his/her detail.

OR

Bidders can provide their references with the attached questionnaire (see attachment A), which have to be completed and signed by the references.

The Municipality/Consultant reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.

Please note that points will not overlap, meaning points are awarded only once per reference/company/entity *per project experience*. Please refrain from submitting multiple references from the same company on the same project. Please note it is the duty of the Bidder to ensure that the references given are relevant to the Scope of Works.

- Reference Scoring: A maximum of **15** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.
- In order to claim points, bidders must submit, with the tender document, three reference letters to which the above-mentioned Experience have been provided.
- These references letters must be current/most recent, relevant and related to the Experience submitted. The letters must not be older than five (5) years.
- It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide additional feedback, if necessary.
- If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference.
- 5 points (1 point per question) will be awarded for each reference letter which is positive and relevant to the Scope of Works of this contract, subject to the final discretion of SCM bid evaluation staff.

NB: If no information is provided above and no reference letters or questionnaires is attached **NO POINTS WILL BE AWARDED.**

**ATTACHMENT A**

Question	Response
<p>Have this Contractor successfully performed a similar Scope of Works for you in the past?</p> <p><b>The rendering of a prepayment vending system and services.</b></p>	<p>Yes / No</p> <p>Nature of work</p> <p>.....</p> <p>.....</p>
<p><b>Period/duration of the project/service with start and finish dates.</b></p> <p><b>State start and finish date</b></p>	
<p>Was the work completed within the Contractual time frame? Was there any delay due to non-responsiveness? Did the contractor perform as per their programme and Tender specs?</p>	<p>Yes .....</p> <p>No .....</p> <p>If NO, please state why:</p> <p>.....</p> <p>.....</p>
<p>Was the project completed within the project programme / schedule. (Meaning did the bidder keep to the programme / schedule.</p>	<p>Yes .....</p> <p>No .....</p> <p>If NO, please state why:</p> <p>.....</p> <p>.....</p>
<p>Has the service provider been easy to communicate with? Easy to reach via phone or e-mail? And willing to attend meetings when requested.</p>	<p>Yes .....</p> <p>No .....</p> <p>If NO, please state why:</p> <p>.....</p> <p>.....</p>
<p>In general, were you satisfied with the Bidder's performance?</p>	<p>Yes .....</p> <p>No .....</p> <p>If NO, please state why:</p> <p>.....</p> <p>.....</p>

.....  
**REFERENCE NAME**

.....  
**SIGNATURE**

.....  
**CONTACT PERSON & TELEPHONE NUMBER**

.....  
**DATE**

#### **Criterion 4: Financial Viability**

Points for bidders financial standing will be scored based on the information provided by a financial institution. A maximum of **20** points may be awarded. Proof to be submitted with the tender document. Failure to provide proof will result in no points being allocated.

<b>Requirement:</b> Financial Viability	<b>Max points</b>	<b>For proof of compliance provide bid document reference page number</b>
Allocation of resources (Bank rating)		
Code A	<b>20</b>	
Code B	<b>15</b>	
Code C	<b>10</b>	
Code D – H	<b>5</b>	
<b>TOTAL</b>	<b>20</b>	

If the column in the above table with the heading “For proof of compliance provide bid document reference page number” is not completed or the information on the pages refer to in the column is insufficient to substantiate the experience **NO POINTS WILL BE AWARDED.**

#### **JOINT VENTURES**

The evaluation of functionality regarding a Consortium or Joint venture, will be performed as follows:

For company experience the evaluation is based on the experience of the partner with the highest/longest experience record;

For the evaluation of the project team, if applicable, at least one of the Project leaders must be an employee with the leading partner of the consortium or joint venture. The leading partner of the consortium or joint venture is determined by the shareholding regarding the liability, which is included in the consortium or joint venture agreement.

If required for the evaluation of the financial ratings, if not issued for the consortium or joint venture specifically, the rating of the leading partner will be use in the assessment.

The designated Project leaders, if applicable, may not be changed without the prior approval of the accounting officer or his/her nominated person once the bid was awarded.

**KEY PERFORMANCE INDICATORS**

	<b>INDICATOR</b>	<b>TARGET</b>	<b>MEASUREMENT</b>
1.	Vending system to be operational and fully functional.	Within 90 days of final award	Initial measurement
2.	Obtain approval of system changes by the service provider prior to any implementation.	100%	Monthly
3.	Transfer all monies collected on behalf of the Municipality within 3 working days of receipt thereof.	95%	Monthly
4.	Downtime of not more than 1% during a month period	Less than 1% during a month period	Monthly
5.	Response time to queries locked within 24 hours.	98% of all calls locked	Monthly
6.	Enter into a Service Level Agreement before commencement date.		Initial measurement
7.	Number of meters visited during a year.	8 000	Annually

## **SECTION 2.1: SPECIFICATIONS (SCOPE OF WORK)**

### **1. GENERAL PROJECT SPECIFICATION**

#### **BACKGROUND INFORMATION**

Mossel Bay Municipality requires a prepayment vending system for the following services:

- Prepayment vending system technology and license, on-site support and maintenance;
- Vendor management;
- Data management and revenue protection; and
- Inspection of Pre-Paid Meters and tamper management and compliance relating to token identifiers (TID) on STS vending systems

The purpose of this tender is to procure the services of a Service Provider (also referred to as Supplier or Contractor) to provide all the above services for a 5-year period from 01 July 2024 to 30 June 2029.

#### **EXISTING SYSTEMS**

Mossel Bay Municipality's electricity distribution area comprises the Mossel Bay Municipal area, including Mossel Bay, Hartenbos, Klein-Brak River, Heiderand, D'Almeida, Groot-Brak River, Glentana, Dana Bay, Kwanonqaba and some surrounding rural areas within the Mossel Bay Municipal boundary.

The existing vending system is a secure hosted system. Vending is currently undertaken through Mossel Bay Municipality's cashier points, the existing 3<sup>rd</sup> party direct vendors and additional 3<sup>rd</sup> party vending channels (the sale of prepaid tokens of Mossel Bay Municipality's vending system by vendors on the service provider's national aggregator vending network).

The municipal cashiers are located at various municipal buildings. The 3<sup>rd</sup> party direct vendors include ±35 pre-approved vendors located at various businesses in the Mossel Bay area. In terms of NRS 047 – 2 (quality of service), a vending station is, where practical, to be located within a 5km radius of every customer. Communication is established via internet on an ad-hoc basis. Current 3<sup>rd</sup> party vending channels include most banking platforms.

#### **PROGRAMME**

The proposed system must be commissioned in parallel with the existing systems without having a period when consumers cannot purchase any electricity. All components of the prepayment vending system, including vendor management, data management and revenue protection and additional supplementary support services must be commissioned and implemented within 90 days after the date of awarding the tender.

#### **LIAISON WITH MUNICIPAL STAFF AND WORK PROCEDURE**

No work must be carried out on site unless a programme and work procedure have been agreed with Mossel Bay Municipality, and liaison has taken place with the municipal staff to be identified for this task. The municipal staff must be advised at least two weeks in advance of the task/s to be carried-out by the Service Provider. Bidders must allow in their tender price to ensure the continued operation of the existing systems while the new systems are being installed. The actual date must be agreed beforehand when the actual change-over will take place between the old and the new systems.

#### **WORKING HOURS**

Work will only be allowed within municipal buildings during the working hours of Mossel Bay Municipality, which is Mondays to Fridays from 07:45 to 16:15.

#### **PAYMENT**



The total of all the payments collected by the Service Provider must be transferred within 3 working days from the day collected by the Service Provider to Mossel Bay Municipality's bank account free of any commissions or other deductions. The Mossel Bay Municipality shall pay the Service Provider all fees due in terms of the general conditions of contract.

## **CONTINUITY AND PROFILE OF SENIOR STAFF ON THE PROJECT**

The Bidder must guarantee the presence of the Project Manager and other senior technical personnel to be based on site for the duration of the implementation and the necessary on-site support post implementation. If the senior representative / manager must leave the project (subject to municipal agreement), a period of at least one week is required in which the senior must work jointly (collaboratively) with the next person (new incumbent) to facilitate continuity and the transfer of skills and knowledge. The person appointed as a replacement must be someone with similar expertise and equal years of experience. Since the composition of the team will form an integral part of the evaluation process, the Bidder will be required to provide guarantees that those personnel proposed are indeed those that will work on the project when awarded.

## **HEALTH AND SAFETY**

The contractor/supplier/service provider and his sub-contractors are required to adhere to the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as amended. Certain hazards are unavoidable and will be prevalent and these must be considered by the contractor/supplier/service provider during the implementation of the project.

## **2. PREPAYMENT VENDING SYSTEM**

### **2.1 General**

- 2.1.1 The system offered must be windows-based system comprising a complete and fully functional prepayment vending and management system including all the operating and database modules needed to operate such a system.
- 2.1.2 The minimum hardware, software and communications requirements on which to run the system must be detailed for all the different components of the system.
- 2.1.3 The system must provide for the following types of payment:
  - Cash
  - Credit Card
  - Debit Card
  - Electronic Bank Transfer
- 2.1.4 The system must provide for the Electricity Base Support Services Token (EBSST). The system must not allow the issue of more than one EBSST per customer per month.
- 2.1.5 The system must vend in real time on-line to all installed, existing and commissioned and newly prepayment meters in the municipal area of supply. Mossel Bay Municipality must be indemnified against patent infringement including any damages awarded, attorney costs and the cost of replacing the vending system should patent infringements be awarded against Mossel Bay Municipality due to the Service Provider's vending system.
- 2.1.6 All system functions must be accessed via a user-friendly graphics user interface.
- 2.1.7 The prepayment meters must accept all codes generated by the system to a valid meter and must not reject the code generated.
- 2.1.8 The system must have the ability to collect arrears from the consumer by leveraging the prepayment transaction according to a unique formula for each consumer as determined by the Municipality.

- 2.1.9 The system must be able to collect all municipal account payments at the vending points. The system must interface seamlessly with the municipal financial billing system on transactional level as per agreed timing.
- 2.1.10 The system must be able to track the history/location of a meter from the time it is delivered to Mossel Bay Municipality's main store, through other local stores and points of connection until it is finally scrapped.
- 2.1.11 The system must be capable of interfacing with Mossel Bay Municipality's GIS and other 3rd party systems.
- 2.1.12 The system must be operational on a 24 hour per day x 7 days per week x 365 days a year (24 x 7 x 365) basis.
- 2.1.13 All new hardware and software must be guaranteed for the contract period.
- 2.1.14 The maintenance on both the hardware and software must be provided for during the contract period.
- 2.1.15 All new hardware, software and communication equipment installed must be covered by the Service Provider's insurance for the contract period.
- 2.1.16 The Service Provider must be responsible for the supply of all the necessary consumables, e.g. printer paper, printer cartridges, etc.
- 2.1.17 The necessary access must be available to the system for the purposes of auditing and inspection by the internal audit section and the office of the Auditor-General.
- 2.1.18 The system must also provide the option for off-line mode of operation.
- 2.1.19 The system must allow for debt collection module on municipal accounts.
- 2.1.20 All the necessary communication lines, i.e. dedicated Telkom, cellphone, etc must be provided as part of the system.
- 2.1.21 The 3rd party direct vendors include ±35 pre-approved vendors located at various businesses in the Mossel Bay area. In terms of NRS 047 – 2 (quality of service), a vending station is, where practical, to be located within a 5km radius of every customer
- 2.1.22 The system must provide for the Free Basic Electricity (FBE) tokens. The system must not allow the issue of more than one FBE token per customer per month.
- 2.1.23 The vending system must comply with the requirements of National Treasury's Standard Chart of Account specific to local government (m-SCOA for Municipalities).

## **2.2 Mandatory Requirements**

### **2.2.1 Software Architecture**

The hosted online vending system software must be hosted in at least a Tier 3 data centre.

### **2.2.2 Reporting System**

- 2.2.2.1 The vending management system must have sufficient system queries to allow for operational management and customer support.
- 2.2.2.2 The vending management system must have a separate hosted dedicated reporting environment where operational and management reports can be accessed securely via on-line connection as per the prescribed format of the Mossel Bay Municipality.
- 2.2.2.3 Mossel Bay Municipality must have the ability to design and extract their own reports.
- 2.2.2.4 The vending management system must have the capability to interface with reporting applications supporting customizable reports.

### **2.2.3 Online Customer Contract Management**

2.2.3.1 The system must have the ability to perform online customer contract management via any standard web browser.

2.2.3.2 The following functionality must be available via the online Customer Contract Management web application:

- Creating new Customers
- Creating new Points of Connection
- Updating Customer details
- Updating Point of Connection details
- Link Customers, Points of Connection, Meters
- Perform Advanced Customer, Point of Connection and Meter data lookups

2.2.3.3 The system must support multiple accounts (multiple POC's with a meter) to be associated with a single customer.

### **2.2.4 Online Engineering Operations**

2.2.4.1 The system must have the ability to generate engineering tokens (Replacements, Clear Tampers, Clear Credit, Power Limit, Supply Group Key Change, Tariff Index Key Change) online via any standard web browser based on a request from Mossel Bay Municipality. This function must only be available to an assigned person/s, and the system must be able to print an audit report of all the changes made. The system must be user access protected and pre-approved by the Mossel Bay Municipality.

### **2.2.5 Online Auxiliary Account Management**

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

### **2.2.6 Online Asset Management**

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

### **2.2.7 Online System Configuration**

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

### **2.2.8 Online System Security**

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

### **2.2.9 Annual tariff adjustments**

2.2.9.1 Annual tariff adjustments on the vending system must be pre-approved and signed off by Mossel Bay Municipality and locked for the duration of the financial year. There must be an audit trail that shows any adjustments to tariffs on the vending system.

## **2.3 Support, Installation & Commissioning**

2.3.1 The Service Provider must provide local (onsite) support during the implementation of the system. This support must include 24-hour technical support to respond to end-user problems and to resolve technology failures.

2.3.2 The Service Provider must provide Mossel Bay Municipality with a comprehensive customized Standard Operating Procedures.

- 2.3.3 The Service Provider must provide comprehensive local (on site) support for the duration of the contract. This must include a fully functional local office, manned weekdays from 08:00 until 17:00 with sufficient support staff to ensure that the full prepayment system is maintained and that it operates at optimum performance level.
- 2.3.4 The Service Provider must for the duration of the contract have a technical person on standby 24 hours per day 365 days a year to respond to technical as well as financial problems.
- 2.3.5 The Service Provider must provide remote (telephonic) support for the system via a help desk facility which is available 24 hours per day x 7 days per week x 365 days a year (24x7x365) for the duration of the contract.
- 2.3.6 Remote support must include an offsite backup and disaster recovery service through the mirroring of data on at least a weekly basis. The proposed system must conform to best industry standard backup and disaster recovery procedures.
- 2.3.7 Once the training is complete and the system has been commissioned, the Service Provider must be required to aid personnel on the ground during the start-up of the project. This will entail dealing with any problems relating to the live operation of the system and ensuring that correct procedures and principles are adhered to.
- 2.3.8 The Bidder must indicate how continuity of site support will be ensured to negate the possible adverse effect of high staff turnover.
- 2.3.9 The Service Provider will be responsible for the integration of the system with current processes within Mossel Bay Municipality. Should it be necessary to change processes to accommodate system needs, the Service Provider will design these processes and assist in their implementation.
- 2.3.10 The Service Provider will be responsible for the integration of the prepayment system to all necessary and appropriate systems in Mossel Bay Municipality to ensure optimal system operation.
- 2.3.11 Bidders must allow for the commissioning of the entire system on completion. The successful Bidder must prove to the Engineer that the system is functioning correctly as per the offer and the requirements of this specification.

## 2.4 Technology and Platform

### 2.4.1 Database

- 2.4.1.1 The system must operate on a relational database technology.
- 2.4.1.2 Although the application must operate on a Windows® platform, the database technology offered must not be limited to a Windows®-based machine. To ensure future enterprise scalability, security and flexibility, the database must be available on multiple platforms such as Windows®, all flavors of Unix from vendors such as IBM, Sun, Digital, HP, Sequent, etc. and VAX-VMS as well as MVS.
- 2.4.1.3 The design of the database must be such that it conforms to the following Relational Database Management System (RDBMS) rules:
  - i. All information must be represented only in tables.
  - ii. Each atomic value must only be accessible by combination of table name, primary key and column name.
  - iii. All Nulls must be systematic treated within the RDBMS.
  - iv. An on-line data catalog must be maintained by the RDBMS.
  - v. A comprehensive data sub-language must exist, supplementing standard SQL.
  - vi. High-level *Insert*, *Update* and *Delete* functionality must exist within the RDBMS.
  - vii. Both physical and logical data independence must be maintained by the RDBMS.
  - viii. A low-level language must not subvert or bypass the RDBMS high-level language.
- 2.4.1.4 The database must allow concurrent users to access data on a central database from various online terminals.

- 2.4.1.5 The RDBMS must allow for automated triggers to be set on any database field, prompting for a function to be executed. This ensures data integrity, auditability and data completeness.
- 2.4.1.6 The database must allow for multi-version consistency. This means that “writers must not block readers and readers must not block writers” to ensure data integrity. The requirement is that “readers do not block writers and writers do not block readers”. In other words, the reader will see the data as it was before the writer began changing it, and until the writer commits. A less mature locking scheme will result in many delays/waits in the foreseen heavy OLTP (Online Transaction Processing) environment.
- 2.4.1.7 The database must not allow the escalation of row locks to page level locks when too many rows on a page are locked. This locks rows that are uninvolved in any updates for no good reason.
- 2.4.1.8 The database must allow the following:
  - i. Control of sorting, for optimal memory allocation.
  - ii. Control over SQL caching, again for optimal memory allocation.
  - iii. Control over storage/space management to prevent fragmentation. Pages (blocks) and extents must not be fixed to a certain size. The database must allow the specification of larger extents to ensure contiguous space for large objects.
  - iv. Range partitioning of large tables and indexes. For example, a large 100GB table must be allowed to be seamlessly partitioned at the database level into range partitions. This requirement will allow the utility to effectively store any historic data – for instance, the transaction table can be partitioned into monthly partitions. Partitioned tables and partitioned indexes give performance and maintenance benefits, whilst being transparent to the application.
- 2.4.1.9 The database must support a JAVA database engine, enabling future application integration.
- 2.4.1.10 Stored Procedures must be precompiled before executed. This will negate any significant system overhead, especially in consideration of the diverging business rules for prepayment and associated debt collection.
- 2.4.1.11 The database must allow the reading of, and writing to, external files via Stored Procedures, ensuring ease of system integration.

## 2.4.2 **Operating System**

- 2.4.2.1 The application must operate on a Windows 10 platform. No legacy DOS-based support must be acceptable.
- 2.4.2.2 All system functions must be accessed via a user-friendly Graphical User Interface.

## 2.4.3 **Hardware**

- 2.4.3.1 All vending system server infrastructure should be hosted by the Service Provider in at least a Tier 3 Data Centre.
- 2.4.3.2 All client-side components of the system must operate on a standard, readily available, PC-based machine with no special modifications required to any parts.
- 2.4.3.3 The bidder must supply a standard STS security module solution operating with at least a 16-bit PCI-based PC motherboard situated at the hosted environment.
- 2.4.3.4 The bidder must supply all hardware (new) required.

## 2.4.4 **Data Model**

The underlying data model used by the system must be tested to conform to the standard of a so-called third generation system. This means that the data model must be capable of the following:

- i. A *Point-of-Connection* must be supported which is independent from a *Location*, *Meter* and *Consumer*.
- ii. The tariff must not be connected to a *Meter* or a *Consumer*, but must rest with the *Point-of-Connection*.

- iii. The data model must allow for the definition of hierarchical *Nodes* to simulate a distribution network.
- iv. The data model must allow for WGS-84 GPS coordinate definition with all locations.
- v. The data model must accommodate, for enhanced management purposes, possible additional resources like water, gas and other utilities.
- vi. The data model must accommodate meter reading for reading prepaid meters, and reconciling meter consumption with sales.

## 2.4.5 Integration and Interface Requirements

2.4.5.1 File based integration. The system must be able to facilitate file-based integration via a purpose-built application at least on an hourly basis. This application must be able to extract or import data according to dynamically defined business rules. This application must also be able to manage and track processed data, regenerated files and enable additional file layouts as required. The system must be able to record the erf number and municipal account number for every individual meter as to enable integration with the municipal financial system.

### 2.4.5.2 Web services-based integration

The system must be able to facilitate both real-time and file-based integration via a purpose-built application at least on an hourly basis. This application must be able to extract or import data according to dynamically defined business rules within a central directory as agreed upon by Mossel Bay Municipality.

## 2.5 Operations

### 2.5.1 Critical Performance Parameters

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

- 2.5.1.1 The software and database must be able to accommodate, with no special changes other than hardware scaling, more than 1 million consumer records and 120 million transaction records from the main server.
- 2.5.1.2 The software and database must have no limitation on the number of named users and workstations it can accommodate.
- 2.5.1.3 The online system must be scalable to transact 30 requests per second.
- 2.5.1.4 A standard vending operation must be less than 15 seconds from request to completion token printing or programming.
- 2.5.1.5 Thin client architecture must require less than 64kb/sec to be functional over WAN.

### 2.5.2 Languages & Currency

- 2.5.2.1 The system must accommodate multiple languages on the same machine.
- 2.5.2.2 The system must have a tool to facilitate the translation of the software by the Employer. This tool must be demonstrated and supplied on demand.
- 2.5.2.3 The system must allow for the configuration of any currency, including the adjustment of multipliers and decimal points.

### 2.5.3 Prepayment Vending

#### 2.5.3.1.1 Transactions

All transactions must be atomic to such a nature that taxes, levies, standing charges, arrears and services are all created through individual rows in the database.

- i. Any rounding errors of Units beyond the first decimal must be recorded in the database as separate transaction rows to ensure effective reconciliation. System transaction reversals must be affected with full traceability of the reversal;
- ii. must be traceable to an operator;
- iii. must reverse an entire transaction batch consisting of taxes, levies, auxiliaries and resource amounts on the system and
- iv. have the option of being disabled or enabled for specific vendors.

### **2.5.3.2 Vending Operation**

2.5.3.2.1 The system must be capable of vending STS Edition 2 compliant prepayment credit and engineering tokens.

2.5.3.2.2 The system must be certified by the STS association as being Vending, Engineering and Key Change Management compliant.

2.5.3.2.3 Vendors must have the ability to perform a consumer lookup through meter number, address, point-of-connection, name or ID number.

2.5.3.2.4 The system must be capable of allowing transaction re-prints and reversals, without compromising the integrity of transactions and subject to appropriate security.

2.5.3.2.5 The vendor must have the ability to look up the localized transaction history of a relevant consumer.

2.5.3.2.6 The system must be capable of vending free services grants.

2.5.3.2.7 The system must have the ability to calculate and display cash change to the vendor.

### **2.5.3.3 Vending Management**

2.5.3.3.1 The system must allow for vendor and cashier shifts to accommodate various levels of operators, thus improving security.

2.5.3.3.2 The system must allow for the automated or manual sign-off of shifts.

2.5.3.3.3 Vendors must have pre-defined, credit limits limiting the exposure at certain outlets. The option must exist to update credit limits manually.

### **2.5.3.4 Tokens and receipts**

2.5.3.4.1 The system must give users the ability to easily define customized token/receipt templates using any Rich Text Format editor.

2.5.3.4.2 The system must accommodate multiple receipts. It must include but not be limited to auxiliaries, credit token and system reversals receipts.

### **2.5.3.5 Auxiliaries**

2.5.3.5.1 The system must have the ability to collect arrears from the consumer by leveraging the prepayment transaction according to a unique formula for each consumer.

2.5.3.5.2 A consumer's unique collection profile must be automatically updated at least on an hourly basis by the system based on historic payments made.

### **2.5.3.6 Tariffs**

- 2.5.3.6.1 A separate tariff spreadsheet must be used for defining tariff and debt calculations.
- 2.5.3.6.2 The Employer must have the ability to customize the tariff spreadsheet at will.
- 2.5.3.6.3 The tariff system must accommodate an unlimited number of tariff, debt and charges rules and calculations.
- 2.5.3.6.4 The system must accommodate step tariffs, with an unlimited number of Unit-based steps.
- 2.5.3.6.5 Unique tax and fixed charges profiles must be definable for each tariff block.
- 2.5.3.6.6 Tax and fixed charge blocks independent from step tariff blocks must be definable according to monthly monetary value transacted, or Units bought.
- 2.5.3.6.7 The system must have automated activation dates for tariff changes.
- 2.5.3.6.8 The system must enable the implementation of Inclining Block Tariffs (IBT) as required by NERSA.

### **2.5.3.7 Online Vending**

- 2.5.3.7.1 Online vending on a PC Point of Sale must take place through a thin client.
- 2.5.3.7.2 All messages must be via the self-defining, open-standard XML protocol.
- 2.5.3.7.3 The system must support the latest version of the NRS009-6-10 XMLVend specification.
- 2.5.3.7.4 The online transaction processing infrastructure must have unlimited scalability with hot-swappable redundancy.

### **2.5.3.8 Online Customer Contract Management**

- 2.5.3.8.1 Management of Customer Contracts must be carried out through a single online take-on web page via any standard web browser.
- 2.5.3.8.2 The Customer Contract Management System must accommodate the saving of uncompleted contracts whilst these customers will not be able to vend.

## **2.5.4 Consumers**

- 2.5.4.1 The system must allow for the registration and management of consumer records independent from meter and points-of-connection.

## **2.5.5 Standard Reports (In PDF & Excel format with date/time stamp and user)**

- 2.5.5.1 The following complex reports must come standard with the vending system:
  - Management Summary
  - Transaction Summary
  - Free Basic Services
  - Zero Low Purchase
  - Report per sales per tariff code.
  - Format should be PDF and or excel with a date stamp of user and timing.
  - Low Purchase
- 2.5.5.2 Provision must also be made for complex reporting on inter alia:
  - Sales per meter
  - Sales per POC (point of connection)
  - Sales per customer
  - Units purchased by cash, credit card, debit card, electronic fund transfer
  - Financial statistics relating to individual transactions



- Total sales per vendor (point-of-sale) in a date range
- All transactions for a shift per vendor (point-of-sale) in a date range
- Shift details per vendor (point-of-sale) in date range
- Refunds given
- Free units issued
- Sales as per POC (point of connection)
- Number of customers purchasing less/more than a selectable number of Units per month
- Value of service charges per tariff
- Recovery of arrears
- Emergency off-line sales report
- Number of active customers per town
- History of all customers per POC (point of connection)
- History of all meters at a POC (point of connection)
- Movement history per meter
- Movement history per customer
- Track low purchase history
- Meter changes
- Purchased per suburb
- Total meters installed per suburb
- List of customers selected by street name or a portion of the address
- List of disconnected meters by disconnected reasons in a date range
- List of disconnected meters by town
- List of disconnected meters by POC (point of connection)
- Blocked meters on system
- Statistics of installed meters filtered by date range, connected type, district, etc
- Available sequence number report
- Engineering tokens report
- Point of sale credit updates
- User audit trace
- Deleted transaction reports
- Vendors per district
- Deviations from normal purchasing patterns
- Tokens issued compared with customer purchases
- The databases must not be encrypted as the design of customized reports is essential.
- Sales per tariff code

## **2.5.6 System Management**

### **2.5.6.1 Communication**

2.5.6.1.1 The system must be configurable to operate online with full functionality retained during the offline mode of operation.

2.5.6.1.2 The system must use a TCP/IP communication layer supporting GPRS, LAN/WAN, telephone dial-up, BGAN and VSAT communication.

2.5.6.1.3 The complete database must be automatically mirrored to a disaster recovery machine on a regular basis.

### **2.5.6.2 Security**

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

2.5.6.2.2 The system must allow for the addition of an unlimited number of named operators.

2.5.6.2.3 Security must be adjustable to allow for individualized access to any field within the database.

2.5.6.2.4 The system must allow for smart card-based SSL security to be implemented for on-line POS.

## 2.5.7 Reporting and Information

2.5.7.1 The database must be accessible via standard SQL-based report writing tools like Crystal Reports.

## 2.5.8 Geographical Information System

2.5.8.1 It is envisaged that a Geographical Information System (Esri) will be linked/incorporated into the prepayment database in the future. The proposal should describe how the solution would cater for such GIS integration.

2.5.8.2 Certain data elements in the prepayment metering system must be able to store GPS coordinates as attributes. These include the location of a meter (SG number, back-up erf number) as well as the point of connection of a meter. It must be able to read these GPS co-ordinates into Mossel Bay Municipality's financial system.

## 2.5.9 Vending Gateway with Transaction

2.5.9.1 The system should include as an additional option the capability to direct transaction requests from vending clients to different services databases.

2.5.9.2 The transaction switch should include a billing system where different commissions for different services as well as vendors could be calculated.

2.5.9.3 The transaction switch should include vendor credit limits that will only allow a vendor to sell services if a positive credit is maintained.

2.5.9.4 The transactions switch should either include, as an option, or be able to integrate to an electronic fund transfer (EFT) switch to facilitate credit card payments

2.5.9.5 The EFT option should include a secure web site for selling services.

2.5.9.6 The transaction switch should allow for mobile points of sale (POS) to connect to it. This will be achieved by allowing various Service Providers of mobile technology to integrate to the transaction switch.

2.5.9.7 The transaction switch will allow SMS (GSM) based messages to transact with the switch.

2.5.9.8 In addition to conventional payment methods, the system should support a voucher payment mechanism in the on-line mode of operation.

2.5.8.9 Where the system generates its own vouchers, customizable vouchers should be printed with unique voucher numbers.

2.5.8.10 The system should be able to reserve and expire vouchers as and when it is redeemed for resources.

## 2.6 Vending Channels

2.6.1 The following vending channels must be implemented:

- PC POS
- Mobile POS
- Mobile Phone
- Vouchers

- Consumer website
- ATM

## 2.7 Online Retail and Vending Administration

- 2.7.1 The system must have the ability to manage retailer accounts online.
- 2.7.2 This includes adding, removing and editing retailers, operators, terminals, available networks and accepted payment methods.
- 2.7.3 It must also allow transferring and adjusting retailer funds and accepting retailer deposits.
- 2.7.4 The system must have the ability to add, remove and edit vouchers online.
- 2.7.5 The system must have an online facility for reconciling between client records, EFT records and Service Provider records.

## 2.8 System Hardware

- 2.8.1 Envisaged hardware layout:
- Hosted master database server – 1
  - Hosted management server – 1
  - Hosted reporting server – 1
  - Local back-up server hosted at Service Provider's Mossel Bay office – 1
  - Mossel Bay direct vendor Point of Sale terminals – +-35 of which 8 must have emergency fail-over capability.
  - Existing municipal administration workstations – 10. Hardware not to be replaced under this contract.
  - Existing municipal cashier workstations – 6. Hardware not to be replaced under this contract.
  - Servers can be combined, depending on Software requirements.
- 2.8.2 The Service Provider must provide and install all the necessary hardware needed to operate the vending system and must maintain and upgrade the hardware during the contract period. Ownership of all on site hardware, exclusive of servers hosted at Service Provider's premises outside of Mossel Bay, will revert to Mossel Bay Municipality at the end of the initial contract period or in the event of a contract breach. There will be no cost implication.
- 2.8.3 All components of the system must operate on a standard, readily available, PC-based machine with no special modifications required to any parts. Brand-name system will be the preferred option. The PC's will be utilised for additional purposes e.g. receipting, emails.
- 2.8.4 POS (Point of Sale) terminals can be PC or other Mobile terminals that comply with the hardware and software requirements. These terminals must be submitted for approval by Mossel Bay Municipality.
- 2.8.5 Encryption cards and security modules must be centralised in the hosted central environment to ensure the security of the system, except for the online / offline POS terminals.
- 2.8.6 All servers must have the necessary redundancy. The necessary backup facilities will also be provided. The Service Provider must provide an offsite backup server for disaster recovery purposes which must be located at the Service Provider's offices in Mossel Bay. The Service Provider must allow for the necessary communication link/cable between this office and Mossel Bay Municipality's server room.

2.8.7 All the PC based equipment will be supplied with stand-alone UPS systems (minimum 15-minute standby) to prevent loss of data and corruption of database files.

## **2.9 System Software**

2.9.1 The Service Provider must provide and install the necessary software and operating systems needed to operate the vending system and must maintain and upgrade the software during the contract period. This must include the re-installation of software whenever PCs are upgraded.

2.9.2 Ownership of all software will revert to Mossel Bay Municipality at the end of the contract period or in the event of contract breach. There will be no cost imposition.

2.9.3 The Service Provider must be responsible for the migration from the current system to the new system. **A migration plan with clear timelines must be submitted for approval within 30 days after award.**

2.9.4 The Service Provider must be responsible for all licensing and upgrade cost during the contract period and must provide all the original licensing documents to the municipality for safekeeping.

2.9.5 The Service Provider must be responsible for the exporting/transferring of all data in a specified format if Mossel Bay Municipality should change to new software at the end of the contract period.

2.9.6 Should migration be necessary on the onset or during commissioning of the system, all cost is for the Service Provider.

2.9.7 The Service Provider must provide training on all elements of the system for all the different user groups and vendors.

2.9.8 The Service Provider must provide the support as stipulated under Clause 2.3 above.

## **2.10 Arrears recovery**

2.10.1 There must be a direct interface with the billing system so that arrears collected can be updated automatically directly to the relevant account either in 'Real Time' or via batch entry at a user selectable delay (at least hourly) on the municipal financial system.

2.10.2 The details of all arrear amounts collected and service accounts paid for the current transaction must be individually listed on the transaction receipt handed to the customer at the point of sale.

2.10.3 Data should be imported directly from municipal financial system into the Service Providers system where data will be managed to block and unblock consumers.

## **2.11 Data Ownership**

2.11.1 All the information on consumers and related info in the databases will remain the property of Mossel Bay Municipality always and will not be disclosed as a whole or in part to any third party without the express permission of Mossel Bay Municipality.

2.11.2 Any data archived and warehoused on behalf of Mossel Bay Municipality must be accessible at any time to Mossel Bay Municipality or its appointed auditor.

## **2.12 Training (Capacity Building and Skills Transfer)**

2.12.1 Mossel Bay Municipality requires that the Service Provider provide a formal capacity building and skills transfer plan and is responsible for building capacity in the areas of the prepaid vending system.

2.12.2 Training should include (but should not necessarily be limited to) the following topics:

- Systems Procedures
- Registration Management

- Tariff Change Management
  - Meter Management
  - Consumer Public Relations Management of Prepayment Systems
  - System Changeover Procedures
  - Management Reports
  - Prepaid Vending System
  - In addition, designated Municipality staff is to be trained in:
    - Interrogating the system
    - Generating standard reports
    - Customising reports
    - First line end user support
    - Data analysis as it applies to fraud detection
- 2.12.3 Bidders must allow for on-site training of the municipal staff as well as 3<sup>rd</sup> party vendors. Allowance must be made for at least one (1) training course and three (3) follow-up training sessions during the first twelve (12) months of the contract. Training must include operating manuals (at least three (3) copies) and training of municipal staff and all operators of vending terminals. It is also required that at least one municipal staff member is trained to have a detailed understanding of the system architecture.
- 2.12.4 Bidders must state in their tender the nature and extent of their training (capacity building and skills transfer) programme.
- 2.12.5 All costs associated with the skills transfer and capacity building, including travelling and accommodation if training is required outside of Mossel Bay, must be included in the tender rates.

### 3 **VENDOR MANAGEMENT**

#### 3.1 **Scope**

- 3.1.1 Setting up guidelines for appointing and contracting with existing and prospective vendors and compiling of agreement/contracts. These guidelines and agreement must be approved by Mossel Bay Municipality.
- 3.1.2 Advertising and information meetings with prospective and existing vendors.
- 3.1.3 Appointment of vendors and signing of contracts. Mossel Bay Municipality will determine the quantity of vendors per location as required.
- 3.1.4 Providing all the necessary hardware, software and communications equipment needed for the vendor to operate.
- 3.1.5 Providing training as and when necessary for the vendor or his appointed operators to operate the equipment and relevant software.
- 3.1.6 Providing the necessary consumables, e.g. Paper, printer carriage, etc.
- 3.1.7 Providing the routine and necessary maintenance, repair and servicing as is required to maintain the equipment.
- 3.1.8 Collection of all revenue from vendors as per agreement.
- 3.1.9 Insurance against revenue loss.
- 3.1.10 Providing the necessary security measures for collecting the revenue if required.
- 3.1.11 To reconcile the revenue received from the vendors daily and provide the necessary credit to the vendor to continue vending.
- 3.1.12 Payment of any commissions owed to vendors.

- 3.1.13 Payment of revenue received (Prepaid & Auxiliary separately) directly in the municipalities account at predetermined times together with a reconciliation of said revenue.
- 3.1.14 Providing daily, weekly and monthly reports as required by Mossel Bay Municipality.
- 3.1.15 Provide audit reports if required.
- 3.1.16 Vendor's commission payable by the Service Provider will be included in the monthly fee.
- 3.1.17 All existing handhelds terminals that are not compatible with the proposed vending and management system must be replaced on the cost of the Service Provider.
- 3.1.18 All direct vendors' PC based or mobile point of sale vending terminals must be provided by the bidder.
- 3.1.19 The aim is to expand the 3<sup>rd</sup> party direct vendor footprint by identifying and adding additional direct vendors in strategic locations and having one direct vendor per 1000 consumers. At least 20% of these vendors must provide a 24-hour service and preferably be in a safe location near the main entrance to the suburb. Eight of these direct vendors, which are geographically spread, must be able to vend off-line and have emergency fail-over capability.
- 3.1.21 The Bidder must allow for marketing the direct vendors in the local media and providing the necessary signage on the buildings of these vendors. Direct vendors must be promoted as safe, non-transgressing, approved vending points, and at the same time consumers must be warned against transgressors.
- 3.1.22 The Service Provider will be allowed to only have one level of vendors below each aggregator. **No sub-aggregation below each aggregator will be allowed.**
- 3.1.23 There must be a service level agreement between the Service Provider and each vendor, at level below an Aggregator, in terms of which the Service Provider must have control and be able to disconnect any transgressing vendors.
- 3.1.24 Special attention must be given to the security of the off-line vending stations. The agreement must address the credit management of these vendors.
- 3.1.25 It is preferable that the existing direct vendors be appointed, in which case their percentage commission must be re-negotiated for the contract period by the Service Provider.
- 3.1.26 Online vending will only be allowed through dedicated online portals as agreed and approved by Mossel Bay Municipality. No vendors will be allowed to vend without pre-approval by Mossel Bay Municipality.

## 3.2 **Support Services**

- 3.2.1 The Service Provider must provide the support as stipulated under Clause 2.3 to support and administer the vendors.
- 3.2.2 Services should be provided in a timely manner in accordance with a service level agreement.

## 3.3 **Pricing**

- 3.3.1 The method of payment will be a monthly fee based on the number of units sold via 3<sup>rd</sup> party vendors, which includes EBSST transactions. These units exclude all sales and BSST transactions done by municipal cashier vendors.
- 3.3.2 Banking costs (cash handling fee) and credit / debit card costs will be paid as a percentage of 3<sup>rd</sup> party vendor revenue, excluding the value of EBSST, but including VAT. These percentages will be capped at 1% for banking costs and 3% for credit / debit card costs.
- 3.3.3 The method of payment for cost recovery and arrears collected via the vending system will be a monthly fee based on a percentage of the total monthly revenue collected via 3<sup>rd</sup> party vendors, including VAT.

#### 4. **DATA MANAGEMENT AND REVENUE PROTECTION**

##### 4.1 **Scope**

4.1.1 The Service Provider will assist Mossel Bay Municipality with Customer Data Management and provide a Revenue Protection service to eliminate the loss of revenue for prepayment electricity because of meter tampering and or bypassing.

4.1.2 It will comprise the provision of data management and Revenue Protection for the whole Mossel Bay Municipal jurisdiction area.

This will include:

- The extraction of a sophisticated inspection list from the system which highlights installations requiring inspections by analysing and comparing area average purchases with customer transaction averages and looking at deviations and trends in this regard.
- Data cleansing and revenue enhancement. Methods to achieve this must be negotiated with Mossel Bay Municipality.
- On-site inspections and technical audits on prepayments meters at houses
- Data and revenue protection audits
- Data analysis and interrogation
- Provision of detailed reference database
- GIS Field management consol for all consumers
- Spatial analysis and Geographical presentations of all audits through GIS techniques

4.1.3 The Service Provider must also additionally implement a tamper work-flow management process and manage fine and debt enforcement related to tampers and bridged meters, in coordination with the guidelines implemented by the Municipality.

4.1.4 Service providers must make use of the latest techniques and technologies when performing of field audits and capturing of data, to eliminate human errors as far as possible. Handheld Devices (HHU) are a requirement.

4.1.5 The Bidder must have a proven experience track record for providing services of this nature and may be required to demonstrate their solution.

4.1.6 The Service Provider will be responsible to provide all on-site staff required to undertake this service. A local IT staff member must be available at the Service Provider's Mossel Bay Office to assist with technical problems, and a 24x7x365 help desk to assist with issuing of engineering tokens.

4.1.7 The Bidder must confirm whether their system will be able to link the revenue protection reports to Collaborator, which is the standardised uniform electronic document management system used by Mossel Bay Municipality.

##### 4.2 **Technical Specification**

4.2.1 Full data clean up and mapping of all meters and customers in the field to the pre-payment and financial database of Mossel Bay Municipality. A List of Mandatory data to be captured from the field will be issued at the time of audits, which will include the GPS co-ordinates.

4.2.2 Detailed visual audit of pre-payment meters, to identify all irregularities. (Broken seals, tampers, faulty meters, vandalism, partial bypasses, etc). Photos must be taken of all irregularities. Refer to section 5 for more detail.

4.2.3 Report all tamper irregularities to Mossel Bay Municipal Technical Department for further attention and in-field remedial action by municipal staff / contractors. Refer to section 5 for more detail.

- 4.2.4 Once feedback is received regarding identified tampers and instruction is received from Mossel Bay Municipality on the tampers then tamper debt or fines need to be loaded on the vending system by the Service Provider.
- 4.2.5 Collection of debt on Tamper, bridge meter and RD cheques.
- 4.2.6 Block “no access” on 3rd inspection meters on the vending system every Monday.
- 4.2.7 Assisting Mossel Bay Municipal contractors with engineering tokens (tamper tokens, replacement tokens and clear credit tokens).
- 4.2.8 Inspections need to be done on incorrect tokens purchased by client and replacement tokens issued.
- 4.2.9 Detailed GIS Information system indicating all findings in the field, Meter types, and customers not at homes and other additional key information will be required. The GIS field information form part of the management console required for sustainable management.
- 4.2.10 Detailed intelligent reports must be presented, coupled with monthly feedback/monitoring reports on a weekly/monthly basis.
- 4.2.11 Attend monthly meeting with Mossel Bay Municipality for revenue protection and tamper management coordination, feedback and planning.
- 4.3 **Pricing**
- 4.3.1 The method of payment will be an all-inclusive fee per audited meter. Payment will only be made after the necessary proof has been provided that the specific meter has been inspected, audited and reported on to the satisfaction of Mossel Bay Municipality.
- 4.3.2 The Bidder must indicate as a separate item, the cost to link the revenue protection reports to Collaborator.



## **5. INSPECTION OF PRE-PAID METERS AND TAMPER MANAGEMENT AND COMPLIANCE RELATING TO TOKEN IDENTIFIERS (TID) ON STS VENDING SYSTEMS**

### **5.1 Consumer inspections**

5.1.1 To collect consumer information.

5.1.2 To collect meter information: via a handheld device or cellphone, which will be pre-programmed by Mossel Bay Municipality to obtain the needed information. A download of the meters to be inspected will be electronically supplied and after the information as listed below has been captured, the information will be electronically downloaded back into the municipal system.

- Meter number, as indicated on meter;
- The total units on meter to be captured;
- If the meter was tampered with or any fault found on the meter, a photo of the meter must be taken with the device used, as proof;
- A description of what was found at each meter, e.g. no problem, meter very old, meter to be replaced etc. must also be electronically reported via the handheld terminal or cell phone.

5.1.3 Provide GPS coordinates of each meter, automatically supplied via cellphone or handheld device when physical inspection is done.

5.1.4 Test the functionality of the meter.

5.1.5 Sealing of unsealed meters.

5.1.6 Sealing pliers and lead seals must be supplied by Mossel Bay Municipality.

5.1.7 Do a complete meter inspection as required per month and supply a detailed report of each meter that was inspected, to Mossel Bay Municipality.

5.1.8 Monthly supply Mossel Bay Municipality with a complete detailed report of all faulty meters, damaged meters found as well as proof of testing.

5.1.9 The service provider undertakes to take steps and rectify faulty and tampered meters and supply Mossel Bay Municipality with a detailed report as well as evidence in the case of tampered meters.

5.1.10 Monthly supply Mossel Bay Municipality with a detailed report of all meters not found, meters removed, where entry could not be gained and where access were denied.

5.1.11 Report tampered meters to Mossel Bay Municipality daily.

5.1.12 Audit all locations where consumer and meter information between the billing, vending and warehouse data does not match.

### **5.2 Meters not audited due to no access**

5.2.1 Do a night visit by driving past the house.

5.2.2 A visual observation will determine whether the lights are switched on.

5.2.3 When tampers are then identified, act accordingly.

### **5.3 Infrastructure**

5.3.1 Supply a fully equipped office and infrastructure.

- 5.3.2 Supply vehicles to do inspections.
- 5.3.3 Supply a cell phone for correspondence.
- 5.3.4 Supply a fax machine, computer, photocopier and e-mail facilities.
- 5.3.5 Train and develop local skilled people to perform the inspections.
- 5.3.6 The service provider warrants that he/she owns the necessary programme to collect meter information from the Vending system or will negotiate with the Vending system to provide them with the meter information that is needed for the inspections.
- 5.3.7 The service provider acknowledges that he / she is properly qualified and equipped to test and identify faulty or tampered meters.

**5.4 Law enforcement**

- 5.4.1 Collect tampering evidence.
- 5.4.2 Remove tampered meters.
- 5.4.3 Report to Mossel Bay Municipality.
- 5.4.4 Store tampered meters and evidence.
- 5.4.5 A qualified electrician must replace tampered meters within 24 hours after all amounts were paid.
- 5.4.6 Keep a list of previously tampered cases and follow up on a quarterly basis.
- 5.4.7 Tamper fee must be issued on behalf of the municipality.

**5.5 Compliance relating to token identifiers (TID) on STS vending systems**

- 5.5.1 Visit each meter and enter a special set of key change tokens to reset the meter memory

The token identifiers (TID) used to identify each credit token will run out of available numbers in November 2024, at which point all STS meters will stop accepting credit tokens. The remedy is to visit each meter and enter a special set of key change tokens to reset the meter memory.

The Utilities must take the following actions:

- 1) Update all vending systems to STS Edition 2;
- 2) Ensure that all point of sale terminals can issue STS key change tokens;
- 3) Determine which meters were certified prior to 2014 and have them retested;
- 4) Formulate a program, by which the key change tokens can be distributed to each meter. Either by using a dedicated field team or having the consumers enter the tokens;
- 5) Inform the consumer population as to exactly what they can expect to happen according to the TID Rollover program formulated in 4);
- 6) As soon as the vending system has been upgraded to STS Edition 2, then instruct meter vendors to code all new meters to base date 2014. These meters will then not be affected by the 2024 TID rollover.

- 5.6 The Municipality is currently changing to smart metering system. It may be required from the successful bidder to provide management services in this regard. It may be negotiated with the successful bidder.

**6. SCHEDULE OF PARTICULARS / INFORMATION**

Note: 1. This schedule must be completed for all items offered, stating where appropriate, details of the service/system, size, capacity, capability and any other detail he considers necessary. Failure to comply with this requirement may render the tender invalid.

2. Information in amplification of that given below may be submitted in the form of published literature, technical sheets, etc. and must be attached immediately after this page, otherwise same will not be considered.

3. Acceptance of a Tender, with this Schedule complete, does not relieve the Tenderer of the responsibility of complying with the Specification for the items listed

Confirmation of compliance with Project Technical Specification

<b>Part / Clause No.</b>	<b>Comply Yes / No</b>	<b>Provide particulars information indicating compliance or non-compliance with the clause as indicated.</b>	<b>For proof of compliance provide bid document reference page number</b>
Clause 2		PREPAYMENT VENDING SYSTEM	
2.1		General	
2.1.1			
2.1.2			
2.1.3			
2.1.4			
2.1.5			
2.1.6			
2.1.7			
2.1.8			
2.1.9			
2.1.10			
2.1.11			
2.1.12			

2.1.13			
2.1.14			
2.1.15			
2.1.16			
2.1.17			
2.1.18			
2.1.19			
2.1.20			
2.1.21			
2.1.22			
2.2		MANDATORY REQUIREMENTS	
2.2.1		Software Architecture	
2.2.2		Reporting System	
2.2.2.1			
2.2.2.2			
2.2.2.3			
2.2.3		Online Customer Contract Management	
2.2.3.1			
2.2.3.2			
2.2.3.3			
2.2.4		Online Engineering Operations	
2.2.4.1			
2.2.5		Online Auxiliary Account Management	
2.2.5.1			

2.2.6		Online Asset Management	
2.2.6.1			
2.2.7		Online System Configuration	
2.2.7.1			
2.2.8		Online System Security	
2.2.8.1			
2.2.9		Annual tariff adjustments	
2.2.9.1			
2.3		Support, Installation & Commissioning	
2.3.1			
2.3.2			
2.3.3			
2.3.4			
2.3.5			
2.3.6			
2.3.7			
2.3.8			
2.3.9			
2.3.10			
2.3.11			
2.3.12			
2.4		Technology and Platform	

2.4.1		Database	
2.4.1.1			
2.4.1.2			
2.4.1.3			
2.4.1.4			
2.4.1.5			
2.4.1.6			
2.4.1.7			
2.4.1.8			
2.4.1.9			
2.4.1.10			
2.4.1.11			
2.4.2		Operating system	
2.4.2.1			
2.4.2.2			
2.4.3		Hardware	
2.4.3.1			
2.4.3.2			
2.4.3.3			
2.4.3.4			
2.4.4		Data Model	
2.4.5		Integration and interface requirements	
2.4.5.1			

2.4.5.2			
2.5		Operations	
2.5.1		Critical performance parameters	
2.5.1.1			
2.5.1.2			
2.5.1.3			
2.5.1.4			
2.5.1.5			
2.5.2		Language & currency	
2.5.2.1			
2.5.2.2			
2.5.2.3			
2.5.3		Prepayment Vending	
2.5.3.1		Transactions	
2.5.3.1.1			
2.5.3.2		Vending operation	
2.5.3.2.1			
2.5.3.2.2			
2.5.3.2.3			
2.5.3.2.4			
2.5.3.2.5			
2.5.3.2.6			
2.5.3.2.7			
2.5.3.3		Vending management	
2.5.3.3.1			

2.5.3.3.2			
2.5.3.3.3			
2.4.3.4		Tokens and receipts	
2.4.3.4.1			
2.4.3.4.2			
2.4.3.5		Auxiliaries	
2.4.3.5.1			
2.4.3.5.2			
2.5.3.6		Tariffs	
2.5.3.6.1			
2.5.3.6.2			
2.5.3.6.3			
2.5.3.6.4			
2.5.3.6.5			
2.5.3.6.6			
2.5.3.6.7			
2.5.3.6.8			
2.5.3.7		Online vending	
2.5.3.7.1			
2.5.3.7.2			
2.5.3.7.3			
2.5.3.7.4			
2.5.3.8		Online customer contract management	
2.5.3.8.1			
2.5.3.8.2			



2.5.4		Consumers	
2.5.4.1			
2.5.5		Standard reports (in PDF & excel format with date/time stamp of user)	
2.5.5.1			
2.5.5.2			
2.5.6		System management	
2.5.6.1		Communication	
2.5.6.1.1			
2.5.6.1.2			
2.5.6.1.3			
2.5.6.2		Security	
2.5.6.2.1			
2.5.6.2.2			
2.5.6.2.3			
2.5.6.2.4			
2.5.7		Reporting and information	
2.5.7.1			
2.5.8		Geographical information system	
2.5.8.1			
2.5.8.2			
2.5.9		Vending gateway with transaction	
2.5.9.1			
2.5.9.2			
2.5.9.3			

2.5.9.4			
2.5.9.5			
2.5.9.6			
2.5.9.7			
2.5.9.8			
2.5.9.9			
2.5.9.10			
2.6		Vending channels	
2.6.1			
2.7		Online retail and vending administration	
2.7.1			
2.7.2			
2.7.3			
2.7.4			
2.7.5			
2.8		System hardware	
2.8.1			
2.8.2			
2.8.3			
2.8.4			
2.8.5			
2.8.6			
2.8.7			
2.9		System software	

2.9.1			
2.9.2			
2.9.3			
2.9.4			
2.9.5			
2.9.6			
2.9.7			
2.9.8			
2.10		Arrears recovery	
2.10.1			
2.10.2			
2.10.3			
2.11		Data ownership	
2.11.1			
2.11.2			
2.12		Training (Capacity building and skills transfer)	
2.12.1			
2.12.2			
2.12.3			
2.12.4			
2.12.5			
3.		VENDOR MANAGEMENT	
3.1		Scope	
3.1.1			

3.1.2			
3.1.3			
3.1.4			
3.1.5			
3.1.6			
3.1.7			
3.1.8			
3.1.9			
3.1.10			
3.1.11			
3.1.12			
3.1.13			
3.1.14			
3.1.15			
3.1.16			
3.1.17			
3.1.18			
3.1.19			
3.1.20			
3.1.21			
3.1.22			
3.1.23			
3.1.24			
3.1.25			
3.2		Support Services	
3.2.1			

3.2.2			
3.3		Pricing	
3.3.1			
3.3.2			
3.3.3			
4.		DATA MANAGEMENT AND REVENUE PROTECTION	
4.1		Scope	
4.1.1			
4.1.2			
4.1.3			
4.1.4			
4.1.5			
4.1.6			
4.1.7			
4.2		Technical Specification	
4.2.1			
4.2.2			
4.2.3			
4.2.4			
4.2.5			
4.2.6			
4.2.7			
4.2.8			
4.2.9			

4.2.10			
4.2.11			
4.3		Pricing	
4.3.1			
4.3.2			
5.		INSPECTION OF PRE-PAID METERS AND TAMPER MANAGEMENT AND COMPLIANCE RELATING TO TOKEN IDENTIFIERS (TID) ON STS VENDING SYSTEMS	
5.1		Consumer inspections	
5.1.1			
5.1.2			
5.1.3			
5.1.4			
5.1.5			
5.1.6			
5.1.7			
5.1.8			
5.1.9			
5.1.10			
5.1.11			
5.1.12			
5.2		Meters not audited due to no access	
5.2.1			
5.2.2			

5.3		Infrastructure	
5.3.1			
5.3.2			
5.3.3			
5.3.4			
5.3.5			
5.3.6			
5.3.7			
5.4		Law enforcement	
5.4.1			
5.4.2			
5.4.3			
5.4.4			
5.4.5			
5.4.6			
5.4.7			
5.5		Compliance relating to token identifiers (TID) on STS vending systems	
5.6			

## SECTION 2.3: PRICING SCHEDULE

### PRICING INSTRUCTIONS

The bid will be awarded as a whole. Pricing Instructions mean the criteria as set out below, read together with all parts of this contract document, which it will be assumed in the contract that the tenderer has consider when developing his prices.

2.2.1 The short descriptions given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Specifications.

2.2.2 While it is entirely at the tenderer's discretion about to the pricing schedule below, guideline tariffs of fees or indicative time-based fee rates are gazette annually, which are useful documents that will give bidders some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.

2.2.3 For the pricing schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The estimated number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.

2.2.4 A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule. An item against which no price is entered will be considered as covered by the other prices or rates in the pricing schedule.

2.2.5 The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.

2.2.6 Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.

2.2.7 All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.

2.2.8.1 The pricing to be indicated in section A is based on estimated quantities from the previous year and is only used for evaluation purposes.

2.2.8.2 For section A only firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered.

2.2.8.3 The bid will be evaluated based on the total cost of contract, in other words the sum of all the years.



**SECTION A**

**YEAR 1 (Period ending 30 June 2025)**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE PER ITEM (INCLUSIVE OF 15% VAT)</b>	<b>ESTIMATED ANNUAL QUANTITIES</b>	<b>AMOUNT (INCLUSIVE OF 15% VAT) (RATE X ESTIMATED QUANTITY) (D X E = F)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
1	Vending Services Management Fees	Rand per active meter		444 000 meters	
2	Vendor management:				
2.1	Super Vending Commission - 3rd Party vending channels and vendor management (Including Bank Credit & Debit Card Fees and Bank Cash Deposits)	Rand per kWh of total 3rd party sales		115 000 000 kWh	
2.2	Communication Costs	Communication Costs per year			
2.3	Cost recovery and arrears collection via 3rd party vendors	% of total cost recovered and arrears collected via 3rd party vendors per year	%	R 15 600 000	
3	Data management and revenue protection	Rand per audited meter		2 000 meters	
4.1	Inspection of Pre-paid meters and tamper management	Rand per inspected meter		8 000 meters	
4.2	Compliance relating to token identifiers (TID) on STS vending systems	Rand per inspected meter		1 000 meters	
<b>TOTAL PRICE – YEAR 1</b>					

**YEAR 2 (1 July 2025 – 30 June 2026)**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE PER ITEM (INCLUSIVE OF 15% VAT)</b>	<b>ESTIMATED ANNUAL QUANTITIES</b>	<b>AMOUNT (INCLUSIVE OF 15% VAT) (RATE X ESTIMATED QUANTITY) (D X E = F)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
1	Vending Services Management Fees	Rand per active meter		451 200 meters	
2	Vendor management:				
2.1	Super Vending Commission - 3rd Party vending channels and vendor management (Including Bank Credit & Debit Card Fees and Bank Cash Deposits)	Rand per kWh of total 3rd party sales		115 000 000 kWh	
2.2	Communication Costs	Communication Costs per year			
2.3	Cost recovery and arrears collection via 3rd party vendors	% of total cost recovered and arrears collected via 3rd party vendors per year	%	R16 848 000.00	
3	Data management and revenue protection	Rand per audited meter		2 000 meters	
4.1	Inspection of Pre-paid meters and tamper management	Rand per inspected meter		8 000 meters	
<b>TOTAL PRICE – YEAR 2</b>					

**YEAR 3 (1 July 2026 – 30 June 2027)**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE PER ITEM (INCLUSIVE OF 15% VAT)</b>	<b>ESTIMATED ANNUAL QUANTITIES</b>	<b>AMOUNT (INCLUSIVE OF 15% VAT) (RATE X ESTIMATED QUANTITY) (D X E = F)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
1	Vending Services Management Fees	Rand per active meter		458 400 meters	
2	Vendor management:				
2.1	Super Vending Commission - 3rd Party vending channels and vendor management (Including Bank Credit & Debit Card Fees and Bank Cash Deposits)	Rand per kWh of total 3rd party sales		88 800 000 kWh	
2.2	Communication Costs	Communication Costs per year			
2.3	Cost recovery and arrears collection via 3rd party vendors	% of total cost recovered and arrears collected via 3rd party vendors per year	%	R18 195 840.00	
3	Data management and revenue protection	Rand per audited meter		2 000 meters	
4.1	Inspection of Pre-paid meters and tamper management	Rand per inspected meter		8 000 meters	
<b>TOTAL PRICE – YEAR 3</b>					

**YEAR 4 (1 July 2027 – 30 June 2028)**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE PER ITEM (INCLUSIVE OF 15% VAT)</b>	<b>ESTIMATED ANNUAL QUANTITIES</b>	<b>AMOUNT (INCLUSIVE OF 15% VAT) (RATE X ESTIMATED QUANTITY) (D X E = F)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
1	Vending Services Management Fees	Rand per active meter		465 600 meters	
2	Vendor management:				
2.1	Super Vending Commission - 3rd Party vending channels and vendor management (Including Bank Credit & Debit Card Fees and Bank Cash Deposits)	Rand per kWh of total 3rd party sales		115 000 000 kWh	
2.2	Communication Costs	Communication Costs per year			
2.3	Cost recovery and arrears collection via 3rd party vendors	% of total cost recovered and arrears collected via 3rd party vendors per year	%	R19 651 507.20	
3	Data management and revenue protection	Rand per audited meter		2 000 meters	
4.1	Inspection of Pre-paid meters and tamper management	Rand per inspected meter		8 000 meters	
<b>TOTAL PRICE – YEAR 4</b>					

**YEAR 5 (1 July 2028 – 30 June 2029)**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>RATE PER ITEM (INCLUSIVE OF 15% VAT)</b>	<b>ESTIMATED ANNUAL QUANTITIES</b>	<b>AMOUNT (INCLUSIVE OF 15% VAT) (RATE X ESTIMATED QUANTITY) (D X E = F)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
1	Vending Services Management Fees	Rand per active meter		472 800 meters	
2	Vendor management:				
2.1	Super Vending Commission - 3rd Party vending channels and vendor management (Including Bank Credit & Debit Card Fees and Bank Cash Deposits)	Rand per kWh of total 3rd party sales		115 000 000 kWh	
2.2	Communication Costs	Communication Costs per year			
2.3	Cost recovery and arrears collection via 3rd party vendors	% of total cost recovered and arrears collected via 3rd party vendors per year	%	R21 223 627.78	
3	Data management and revenue protection	Rand per audited meter		2 000 meters	
4.1	Inspection of Pre-paid meters and tamper management	Rand per inspected meter		8 000 meters	
<b>TOTAL PRICE – YEAR 5</b>					

**SECTION 3.1: MBD1: BID REQUIREMENTS FOR MOSSEL BAY MUNICIPALITY**

**PART A – INVITATION TO BID**

<b>INVITATION TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY</b>					
<b>BID NUMBER</b>	<b>TDR99/2023/2024</b>	<b>CLOSING DATE</b>	<b>12 APRIL 2024</b>	<b>CLOSING TIME</b>	<b>12h00</b>
<b>DESCRIPTION</b>	<b>THE RENDERING OF PREPAYMENT VENDING SYSTEM AND SERVICES</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7)</b>					

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **POSTED** TO REACH THE TENDER BOX BY CLOSING DATE TO:

**The Tender Box  
Mossel Bay Municipality  
P O Box 25  
MOSSEL BAY  
6500**

**OR**

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **DEPOSITED** IN THE TENDER BOX BY CLOSING DATE AT:

**The Entrance of the Mossel Bay Municipality’s Town Hall  
101 Marsh Street  
MOSSEL BAY**

<b>SUPPLIER INFORMATION</b>	
NAME OF BIDDER	
POSTAL ADDRESS AND CODE	
STREET ADDRESS	
TELEPHONE NUMBER	
ALTERNATIVE NUMBER	
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	
TAX COMPLIANCE STATUS PIN	
CIDB REGISTRATION NUMBER (if applicable)	
<b>A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EME’S &amp; QSE’S) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)</b>	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	YES	NO	
B-BBEE STATUS LEVEL SWORN AFFIDAVIT	YES	NO	
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORK OFFERED?</b>	YES/NO (if YES, enclose proof)		
<b>ARE YOU'RE A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORK OFFERED?</b>	YES/NO (if YES, answer Part B)		
<b>TOTAL NUMBER OF ITEMS OFFERED</b>			
<b>TOTAL BID PRICE</b>	<b>Pages 65 -69</b>		
<b>SIGNATURE OF BIDDER</b>			
<b>DATE</b>			
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	DEPARTMENT	Financial Services
CONTACT PERSON	Mr. Deslin Kohler	CONTACT PERSON	Mr J Fourie
TELEPHONE NUMBER	(044) 606-5192	TELEPHONE NUMBER	(044) 606-5039
E-MAIL ADDRESS	dkohler@mosselbay.gov.za	E-MAIL ADDRESS	jfourie@mosselbay.gov.za

**PART B – TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
<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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS AND ANY APPROPRIATE MUNICIPAL POLICY. THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
<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>	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>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.</b></p>	

SIGNATURE OF BIDDER: .....

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

DATE: .....



**SECTION 4.1: MBD4: 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 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.**
4. **Bidders are required to declare any change in directorship or membership during the term of this tender should it have had an influence on the award of the bid.**

4.1	Full Name of Bidder OR his OR her representative	
4.2	Identity Number	
4.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> )	
4.4	Company Registration Number	
4.5	Tax Reference Number	
4.6	VAT Registration Number	
<b>4.7 The names of all directors/trustees/shareholder's/member, their individual identity numbers and state employee numbers must be indicated in number 4, below.</b>		
4.8 Are you presently in service of the state		<b>YES/NO</b>
4.8.1 If so, furnish particulars .....		
4.9 Have you been in the service of the state for the past twelve months?		<b>YES/NO</b>
4.9.1 If so, furnish particulars .....		
4.10 Do you have any relationship (family, friend, other) with persons in service of the state and who may be involved with the evaluation and or adjudication of this bid?		<b>YES/NO</b>
4.10.1 If so, furnish particulars .....		
4.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?		<b>YES/NO</b>

4.11.1 If so, furnish particulars .....	
4.12 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	<b>YES/NO</b>
4.12.1 If so, furnish particulars .....	
4.13 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	<b>YES/NO</b>
4.13.1 If so, furnish particulars .....	
4.14 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?	<b>YES/NO</b>
4.14.1 If so, furnish particulars .....	

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

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

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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SECTION 4.2: MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**

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

4.2.1 Are you by law required to prepare annual financial statements for auditing?	<b>YES/NO</b>
4.2.1.1 <b>If yes</b> , submit audited annual financial statements for the past three years or since the date of establishment during the past three years. .....	
4.2.2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any service provider in respect of which payment is overdue for more than 30 days?	<b>YES/NO</b>
4.2.2.1 <b>If no</b> , this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days. .....	
4.2.2.2 <b>If yes</b> , furnish particulars: ..... ..... .....	
4.2.3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	<b>YES/NO</b>
4.2.3.1 <b>If yes</b> , furnish particulars: ..... ..... .....	
4.2.4 Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic?	<b>YES/NO</b>
4.2.3.1 <b>If yes</b> , furnish particulars: ..... ..... .....	

**SECTION 4.3:**

**MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

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

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

---

**1. GENERAL CONDITIONS**

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

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

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

- (a) The 90/10 or 80/20 preference point system will be applicable in this tender. The lowest (goods and services) / highest (sales and leases) 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:

	<b>POINTS</b>	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>20</b>	<b>10</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

1.5 Failure on the part of a tenderer to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. The tenderer is however required to submit the proof or documentation required in terms of the specific goals. That documentation may be requested by the municipality.

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:

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

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:

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

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 Mossel Bay 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.***

- 4.3. 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the B-BBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	50% of Points for Preference
1	20	10
2	18	9
3	14	7
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

B-BBEE Status Level of Contributor	Number of Points for Preference (90/10)	50% of Points for Preference
1	10	5
2	9	4.50
3	8	4
4	5	2.50
5	4	2

6	3	1.50
7	2	1
8	1	0.50
Non-compliant contributor	0	0

- (a) A tenderer must submit proof of its B-BBEE status level contributor [scorecard].
- (b) A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points for B-BBEE status level of contributor.

**4.3.1 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1**

B-BBEE Status Level of Contributor : .....

**(Only indicate your B-BBEE Status Level of Contributor – the points will be calculated by the Municipality)**

**4.4. Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality)**

- (a) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.
- (b) Only one of the points as set out below that best describes the enterprise’s locality may be awarded if applicable.

No	Requirement	Points for enterprises within the Mossel Bay municipal area	Points for enterprises within the Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	5	3
2	Procurement under the 90/10 preference points system where the supplier or service provider is located in:	5	3	2

- (a) Bidders must submit one of the following in order to receive points for the abovementioned criterion.
  - (i) Municipal Account of address as indicated in bid document;
  - (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit of the owner stating occupancy.
  - (iii) The premises of the bidder as indicated in the MBD6.1 of the bid document as the business address should be established prior to the advertisement date.

**4.4.1 LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4**

Locality (indicate as per table above) : .....



(The address provided in 4.5 below, will be used to determine the locality as per 4.4 above)

**4.5. MUNICIPAL INFORMATION**

Municipality where business is situated : .....

Registered Account Number : .....

Stand Number : .....

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.6. Name of company/firm.....

4.7. Company registration number: .....

**4.8. TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

4.9. 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.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS: .....

.....

.....

**SECTION 4.4: MUNICIPAL RATES AND TAXES**

Names of Directors/Partners/Senior Managers	Physical residential address of the Directors/Partners/Senior Managers	Residential Municipal Account number(s)	Name of Municipality

\*Documentation as indicated in Section 1.2.8.2 must be submitted with the tender document.

**DECLARATION**

I, THE UNDERSIGNED (NAME and SURNAME) .....

**CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SECTION 4.5: AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr/Mrs.....  
acting in his/her capacity as .....  
of the business trading as .....  
to sign all documentation in connection with .....

NAME OF MEMBERS/DIRECTORS	SIGNATURE	DATE

**Note: If bidders attach a copy of their Authorised Signatory as per Section 1.2.9 of the tender document, it is not necessary to complete this form.**

If a bidder is a sole proprietor, it is not required to complete this form, provided that the tender document was completed and signed by the owner.

## SECTION 4.6: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **SECTION 4.7: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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:

**TDR99/2023/2024: THE RENDERING OF PREPAYMENT VENDING SYSTEM AND SERVICES**

(Bid Number and Description)

in response to the invitation for the bid made by:

**MOSSEL BAY MUNICIPALITY**

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;



- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

**SECTION 5: DECLARATION**

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
  - Invitation to bid;
  - Tax Compliance Status Pin;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations,
  - Points claims in terms of specific goals for locality;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1.	.....
2.	.....
DATE:	.....

**SECTION 6.1: MBD7.1: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE BIDDER)**

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

1. 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 Compliance Status Pin;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations,
  - Points claims in terms of specific goals for locality;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. 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 goods and/or works 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.

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1.	.....
2.	.....
DATE:	.....

**SECTION 6.2: MBD7.2: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE PURCHASER)**

1. I..... in my capacity as **Director: Financial Services** accept your bid under reference number **TDR99/2023/2024** dated..... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	LOCALITY

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

SIGNED AT ..... ON.....

NAME AND SURNAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE: .....

**SECTION 6.3: THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE**

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

---

NAME OF TENDERER (Must agree with bidder details)

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

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

**TDR99/2023/2024: THE RENDERING OF PREPAYMENT VENDING SYSTEM AND SERVICES**

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

\_\_\_\_\_ and

\_\_\_\_\_ and

\_\_\_\_\_ and

\_\_\_\_\_ and

\_\_\_\_\_ and

\_\_\_\_\_ and

2. Mr./Mrs./Ms. \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_

(SPECIMEN SIGNATURE)

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

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

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

(Physical Address) \_\_\_\_\_

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

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF JOINT VENTURE

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

<b>Name of Joint Venture</b>	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes <input type="checkbox"/> No <input type="checkbox"/>
CIDB Registration Number(s), if applicable:	

**Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.**

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**