

# MATJHABENG LOCAL MUNICIPALITY



## BID DOCUMENT

**TENDER NUMBER: RFP/06/2025-26**

### **ONLINE VENDING AND A THIRD-PARTY VENDING SYSTEM INCLUDING VALUE-ADD SYSTEMS FOR A PERIOD OF THREE (3) YEARS**

#### **SUBMISSION OF BID DOCUMENT DEADLINE**

**Date: Thursday 09 July 2026**

**Time: 14:00**

**Venue: Municipal Civic Centre, 319 Stateway, Welkom, 9460**

<b>BIDDING RELATED ENQUIRIES</b>	<b>TECHNICAL ENQUIRIES</b>
<b>Finance Dept.: Supply Chain Management Unit Matjhabeng LM Mr. L Sebatane Tel: 057 391 3911 E-mail: lesibos@matjhabeng.co.za</b>	<b>Technical Dept.: Electricity Unit Matjhabeng LM Mr. W Sephton Tel: 057 391 3911 E-mail: (william.sephton@matjhabeng.co.za)</b>

**NAME OF BIDDER\*** : .....

**PHYSICAL ADDRESS\*** : .....

: .....

: .....

**PHONE NUMBER(S)\*** : .....

**E-MAIL\*** : .....

**CSD REG NO\*** : .....

**B-BBEE LEVEL OF CONTRIBUTION\*** : .....

**% COMMISSION FROM TOTAL REVENUE GENERATED FROM THE SYSTEM (VAT INCL.) \*** : .....

**SEALED AND CLEARLY MARKED BIDS MUST BE PLACED IN THE BID BOX AT THE MUNICIPAL OFFICES, MUNICIPAL CIVIC CENTRE, 319 STATEWAY, WELKOM NOT LATER THAN 14:00 PM OF THE CLOSING DATE.**

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# PART 1

## PART 1.1: INVITATION TO TENDER

### BID INVITATION

TENDER NUMBER	DESCRIPTION	EVALUATION CRITERIA APPLICABLE	PRICE (NON-REFUNDABLE)	COMPULSORY BRIEFING SESSION	CONTACT PERSON (TECHNICAL)	CLOSING DATE AND TIME
RFP/06/2025-26	ONLINE VENDING AND A THIRD-PARTY VENDING SYSTEM INCLUDING VALUE-ADD SYSTEMS FOR A PERIOD OF THREE (3) YEARS	1. MANDATORY 2. FUNCTIONALITY 3. 80/20 OR 90/10 FOR PRICE & SPECIFIC GOALS (CRITERIA INSIDE THE TENDER DOCUMENT)	R 1 200,00	N/A	MR. W SEPHTON TEL: 057 391 3911 <b>EMAIL:</b> <a href="mailto:WILLIAM.SEPHTON@MATJHABENG.CO.ZA">WILLIAM.SEPHTON@MATJHABENG.CO.ZA</a>	09/07/2026 THURSDAY 14:00

<b>All SCM related enquiries must be directed:</b> Lesibo Sebatane 057 391 3911 (lesibos@matjhabeng.co.za) or Sylvia Malgas 057 391 3911 (sylvia.malgas@matjhabeng.co.za)	PAYMENTS CANNOT BE MADE AT THE SUPPLY CHAIN MANAGEMENT OFFICE  PAYMENTS CAN BE MADE AT THE CASHIERS <ul style="list-style-type: none"> <li>Welkom Offices</li> </ul>	ALTERNATIVELY DIRECT OR ELECTRONIC DEPOSITS TO THE MUNICIPAL BANK ACCOUNT: ABSA BANK, ACCOUNT NO: 4053705465, BRANCH CODE: 632 005, REF: TENDER NUMBER
	DOCUMENTS CAN BE <u>COLLECTED</u> AT: MATJHABENG LOCAL MUNICIPALITY MAIN BUILDING, ROOM 123 C/O RYK AND STATEWAY STREET WELKOM 9460	ALL TENDER DOCUMENTS TO BE <u>SUBMITTED</u> AT: MATJHABENG LOCAL MUNICIPALITY IN THE TENDER BOX PLACED AT THE ENTRANCE OF MUNICIPALITY OFFICES C/O RYK AND STATEWAY STREET CIVIC CENTRE WELKOM 9460
<b>AVAILABILITY OF DOCUMENTS: FRIDAY 12 JUNE 2026</b>		

#### PLEASE NOTE:

1. **Section 217** of the Constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive and cost effective 2. **No bid(s) will be accepted from a person in the service of the state** 3. The following shall not be considered; - (i) Tenders received after the closing date and time determined here-in (ii) Tenders of which the envelopes have not been duly marked for identification (iii) Telegraphic, faxed and telephonic tenders or those completed in pencils 4. The lowest bid/proposal will not necessarily be accepted and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accepts bids or proposals from multiple bidders 5. Matjhabeng Local Municipality reserves the right to appoint or not appoint 6. Municipal Supply Chain Management Policy and Preferential Procurement policy Framework Act No 5 of 2000 and its regulations will be applied 7. In case where the bid validity period is not indicated in the bid document the validity period shall be 90 days from the closing date of the bid. The Municipality will only communicate the outcome of the bid with the successful bidder.

**Acting - Municipal Manager**  
**Dr. V Adonis**

## **PART 1.2: TENDER CONDITIONS AND INFORMATION**

### **1.2.1 General Conditions of Contract**

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

### **1.2.2 Acceptance or Rejection of a Tender**

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

### **1.2.3 Validity Period**

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

### **1.2.4 Cost of Tender Documents**

Payment for tender document, non-refundable tender price of R 1 200,00.

### **1.2.5 Registration on Central Supplier Database**

The Municipality may award tenders to prospective suppliers who are not registered on the Database.

### **1.2.6 Completion of Tender Documents**

(a) The original tender document must be completed fully in black ink and signed by the authorized signatory to validate the tender. Do not use pencils or correction fluid to make corrections. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. All MBD forms in the tender must be completed truly and signed by the authorized signatory. Part 5: DECLARATION must be completed and signed by the authorized signatory. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing and re-arranged pages will result in the disqualification of the tender.

(d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity must 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 Compliance Status Letter and PIN**

(a) A copy of a Tax Compliance Status Letter and PIN, obtainable from South African Revenue Service (SARS) offices or printed from the SARS website may accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.



### **1.2.11 Samples**

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated. Failure to do so as and when required will result in the disqualification of the tender.

### **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 item to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

### **1.2.13 Submission of Tender**

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in **the Tender Box at the entrance of Municipal Offices, Municipal Civic Centre, 319 Stateway, Welkom not later than 14:00 pm of the closing date. Municipal postal address is not used for this purpose. Only bids hand delivered to the tender box will be accepted.**

(b) Faxed, e-mailed and late tenders will not be accepted.

### **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 Matjhabeng Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Matjhabeng Local Municipality, it should do so in writing to the Matjhabeng Local Municipality. Any effort by the firm to influence the Matjhabeng Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

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

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

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

### **1.2.17 Evaluation of Tenders (Two stage bidding)**

#### **Stage 1**

- **Administrative compliance**
- **Functionality**
- **Technical proposals on conceptual design or performance specifications (subject to technical as well as commercial clarifications and adjustments).**

## Administrative Compliance

Over and above the test for responsiveness as described under Part 1.2 of the tender conditions and information, failure of the bidder to submit the following will result in immediate disqualification:

1. Certificate of authority for signatory in the Company Letterhead.
2. Joint Venture (JV) Agreement/Disclosure (if applicable).
3. Copy(s) of Company/CC/Trust/Partnership Registration Certificate(s) as well as certified copy(s) of Identity Document(s) of all Shareholder(s) as per Registration Certificate. ID copy(s) certification must not be older than six (6) months. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
4. Municipal Account for the month preceding the tender closure date of the Company and all its Directors which is not more than three (3) months in arrears/Lease Agreement of the Company and all its Directors with proof that the rental includes their municipal rates and taxes and other municipal service charges. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
5. Proof of Central Supplier Database (CSD) registration. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership. If not CSD registered, a Valid Tax Compliance Status Letter and PIN must be submitted. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
6. If required by law, three (3) sets of Audited Annual Financial Statements for the past three (3) financial years. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
7. Proof of quality management certification for the company (ISO 9001:2015, ISO 9001:2015, ISO14001:2015, ISO27001:2018, ISO8583 AND ISO45001:2018. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
8. CIPC Abridged Certificate Annual returns (NB applicable to entities that were in business for more than 12 months and must be paid before the closing date of the tender). This must be submitted for all Members/Partners in case of a Joint Venture/Partnership.
9. Company Profile (Detailing; Name of Client; Service Provided; Award Amount; Contact Person and Contact Number). This must be submitted for all Members/Partners in case of a Joint Venture/Partnership
10. All MBD forms, Declaration and Contract Form in the tender document duly completed and signed.
11. **COMPULSARY DOCUMENTATION/CHECKLIST AT THE END OF THE BID DOCUMENT MUST BE COMPLETED IN FULL AND ADHERED TO.**

## Functionality

Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below, considering among other factors, the quality, reliability and the technical capacity and ability of a bidder.

**Bidders who score less than 70 out of 100 points will not be evaluated further.**

BIDDER EVALUATION CRITERIA FOR FUNCTIONALITY	SCORES	TOTAL POINTS
<p><b>Company Experience:</b></p> <p><b>Note 1:</b> Tenderers to submit names of the completed projects with valid contact details, Appointment letters and Stamped Reference letters.  <b>Non-submission will result in loss of points.</b></p>	<p>Attach Appointment Letters and Stamped Reference letters for Prepaid Vending projects valued from:</p> <ul style="list-style-type: none"> <li>• R 500 000.00 to R1 million = <b>5 points per project</b></li> <li>• Above R1 million = <b>10 points per project</b></li> </ul> <p><b>NB: Attach Signed &amp; Stamped Reference letters corresponding with Appointment Letters</b></p>	40
<p><b>Standard Transfer Specification (STS) Certificate-</b></p> <p>Tenderer to submit proof of registration with STS Authority It should be of the Lead Partner in case of Joint Venture.</p> <p><b>Note: Points will not be allocated if proof is not attached.</b></p>	<ul style="list-style-type: none"> <li>• Attach STS Certificate = <b>20 points</b></li> </ul>	20
<p><b>Methodology, Implementation plan and Specific Personnel Knowledge</b></p> <p>– Well detailed Curriculum Vitae and original certified copies (certification not older than three (3) months) of academic qualification certificates need to be attached for functionality points scoring, Concise implementation Plan</p> <p><b>(Certified copies should not be older than 3 months)</b></p>	<p><b>Projects Manager: Experience in Vending and Revenue Management. Points = 5 points (Max)</b></p> <p>N. Dip: Electrical Engineering or Higher</p> <ul style="list-style-type: none"> <li>• 2 - 5 years' experience = <b>5 points</b></li> <li>• Above 5 - 7 years' experience = <b>4 points</b></li> <li>• 7 years and above experience = <b>3 points</b></li> </ul> <p><b>Contract Manager (Site Agent): Points = 5 points (Max)</b></p> <p>N. Dip: Electrical Engineering or Higher</p> <ul style="list-style-type: none"> <li>• 2 - 5 years' experience = <b>5 points</b></li> <li>• Above 5 - 7 years' experience = <b>4 points</b></li> <li>• 7 years and above experience = <b>3 points</b></li> </ul> <p><b>Methodology and Implementation Plan Points = 10 points</b></p> <ul style="list-style-type: none"> <li>• Methodology = <b>4 points</b></li> <li>• Implementation plan = <b>6 points</b></li> </ul>	20

<b>Call Centre Facility</b>	<b>Call Centre Facilities</b> <ul style="list-style-type: none"> <li>• Detailed Contact details = <b>5 points</b></li> <li>• Examples of Works Order generating capabilities = <b>5 points</b></li> </ul>	<b>10</b>
<b>BANKING RATINGS LETTER</b>	<b>A – C = 10 points</b> <b>D = 5 points</b> <b>&lt; D = 0 points</b>	<b>10</b>
<b>TOTAL POINTS (MINIMUM QUALIFYING POINTS 70 (70%) POINTS)</b>		<b>100</b>

THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY THE SUBMITTED FUNCTIONALITY DOCUMENTS.

## Price and Preference Evaluation

### Technical proposals on conceptual design or performance specifications

Bidder should submit proposals as per the information provided under PART 2 of this document. Proposal will be subjected to technical as well as commercial clarifications and adjustments where necessary.

Bidder should provide a clear and sound proposal that fully demonstrate capable systems and response capability with modern and state of the art technology to achieve the expectation of the services.

### Stage 2

**Final technical proposals and priced bids will only be considered for bidder/s who passed stage one.**

### Financial Offer and Preference Evaluation (80/20) or (90/10)

All responsive bids that qualify by meeting the minimum thresholds for functionality will then be evaluated on the basis of price and preference in accordance with the Preferential Procurement Regulations 2022. The points scored for functionality are not carried over or considered in the calculation of the Financial and Preference evaluation.

### 80/20 preference point system for acquisition of goods or services with Rand value equal to or below R50 million

The following formula must be used to calculate the points for price in respect of an invitation for tender for income-generating contracts, with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where:

Ps = Points scored for price of tender under consideration.

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

- a) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.
- b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

**90/10 preference point system for acquisition of goods or services with Rand value above R50 million**

The following formula must be used to calculate the points out 90 for price in respect of an invitation for tender with a Rand value above R50 million, inclusive of all applicable taxes:

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

Where:

- Ps = Points scored for price of tender under consideration;
- Pt = Price of tender under consideration; and
- Pmin = Price of lowest acceptable tender.

- a) A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender.
- b) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- c) Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

**Up to 20 tender evaluation points will be awarded to tenderers on specific goals as follows:**

**10/5 points – BBBEE status level**

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20)	NUMBER OF POINTS (90/10)
1	10	05
2	08	04
3	06	03
4	04	02
5	02	01
6	02	01
7	02	01
8	02	01
Non-compliant contributor	00	00

- (1) A Bidder must submit proof of its B-BBEE status level of contributor.
- (2) A Bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but :
  - (a) may only score points out of 80/90 for price and 10/5 points for locality; and
  - (b) scores 0 points out of 10/5 points for B-BBEE.

### 10/5 points – Locality

LOCAL AREA	NUMBER OF POINTS (80/20)	NUMBER OF POINTS (90/10)
Within the boundaries of the Municipality	10	05
Outside of the boundaries of the Municipality, but within the Lejweleputswa District Municipality.	06	03
Within the boundaries of Free State Province	04	02
Outside of the boundaries of Free State Province	00	00
No information or inadequate information submitted to determine scoring level	00	00

- (3) 10/5 points of the 20/10 points will be allocated to promote the goal for local area of the bidder. Company registration document/Municipal Account/Lease Agreement must be attached to claim points for this specific goal.
- (4) The points scored by a Bidder on specific goals must be added to the points scored for price.
- (5) The points scored will be rounded off to the nearest two decimal places.
- (6) The contract will be awarded to the tenderer scoring the highest points

#### 1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

#### 1.2.19 Contract

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

#### 1.2.20 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the

Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees

- (e) The Contractor shall not be required to obtain such consent for –
  - (i) the provision of labour, or
  - (ii) the purchase of materials which are in accordance with the Contract, or
  - (iii) the purchase or hire of Construction Equipment

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

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

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

The contract with the successful bidder may be extended should additional funds become available.

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

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

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

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality because 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 councilor with this or any past tender.
- (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised, or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

#### **1.2.26 Validity of B-BBEE certificates:**

##### **1. 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.

## **2. 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.

## **3. 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.

## **4. A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.**

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

### **1.2.27 Letter of Good Standing from the Commissioner of Compensation (If applicable)**

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

### 1.2.28 Negotiations

Should the tender prices be higher than the available funds of the Matjhabeng Local Municipality, the Matjhabeng Local Municipality 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.

### 1.2.29 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) All members of the Joint venture must submit, with the bid documents:

- a valid tax compliance status letter and SARS tax PIN, individually;
- certified company registration documents, individually;
- proof of CSD not older than three (3) months, 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 in pages 75-77.

(d) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

### 1.2.30 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr. L. Sebatane/ Ms. S. Malgas both at telephone 057 391 3911 or e-mail at [lesibos@matjhabeng.co.za](mailto:lesibos@matjhabeng.co.za) or [sylvia.malgas@matjhabeng.co.za](mailto:sylvia.malgas@matjhabeng.co.za)

## 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 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 exports 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 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 that 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 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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:  
(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;  
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;  
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;  
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and  
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:  
(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:  
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:  
 (i) the name and address of the supplier and / or person restricted by the purchaser;  
 (ii) the date of commencement of the restriction  
 (iii) the period of restriction; and  
 (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in Sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for 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 regarding 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 obligation 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 willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices**

- 35.1 In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties 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.

# PART 2

## **PART 2.1: SPECIFICATIONS**

### **ONLINE VENDING AND A THIRD-PARTY VENDING SYSTEM INCLUDING VALUE-ADD SYSTEMS FOR A PERIOD OF THREE (3) YEARS**

#### **DESCRIPTIONS OF WORKS**

##### **Employer's Objective**

The Matjhabeng Local Municipality is looking for a service provider that will assist in Supporting and maintaining an electricity prepayment vending system as it is an integral part of the Municipality.

##### **Overview of the Works**

The objective of this tender is to invite bidders for a Prepayment Electricity Meter Vending System that is Standard Transfer Specification (STS) Edition 2 compliant and an Advanced Metering Infrastructure (AMI) Head End System to serve the Municipal areas.

The contract includes the support and maintenance of all hardware and software to meet the STS Solution requirements; as well as Electricity Prepayment Data Management and Revenue Protection Service and Revenue Management, to ensure that it operates efficiently in all areas right across the Municipality.

##### **Extension of the Works**

##### **PRIMARY SERVICES:**

1. Commissioning of a Cloud STS prepayment system that is STS Edition 2 Certified.
2. Supply of all prepayment's high quality communication links;
3. Support and maintenance of all software and hardware to meet the new vending requirements.
4. Provide functionality for internet, cellular phone, bank ATMs, as well as third party vending.
5. Integrate into the current Billing system for arrears payments and account payment for prepaid and post-paid consumers.
6. Integration into existing Head End System for Remote token routing, meter diagnostics and maintenance of existing and future meter support.
7. A complete TID Rollover implementation plan detailing multiple methods of token distribution to be used to facilitate process.

##### **SECONDARY SERVICES:**

1. To provide Prepayment Electricity Data Management related to the Revenue Management Function to ensure that customer and meter information in the system is correct and up to date.
2. Distribute FBE Tokens to indigent consumers without the need to visit a vending station.
3. Prepayment Electricity Meter Data Management such as (but not limited to) meter information, tariff information, faulty meters, meter changes, statistics, financial information, blocked meters, debtor data information, synchronization of data between the financial and vending system, historical information.
4. To provide Revenue Protection Functionality to indicate tampered meters and irregular transactions.
5. To supply a detailed hard and soft copy Operations and Maintenance Manual for each of the supplied goods/ products.
6. To successfully migrate the data from the existing prepayment system to the new system.
7. The system must comply with all legislative and audit requirements.
8. The system must generate standard reports with filtering ability, as well as ad-hoc reports that are requested from time to time
9. To provide training and transfer skills to all relevant officials.
10. The Vending system must be integrated to the core financial system for mSCOA compliance.

## Location of the Works

The Service to be rendered in Matjhabeng Local Municipality for the following area of Supply:

### **Implementation program Vending**

The system must perform vending through:

- Point of sale terminals.
- Website based
- Internet banking system
- Cellular phone and
- Mobile Application

### **The steps of vending shall be:**

- 1.1 On receipt of the vending request the system shall have a provision to ascertain the identity of the consumer.
- 1.2 The keys to identifying the consumer shall be the meter serial number.
- 1.3 The vend terminal shall send the request to a central database server that shall authenticate the transaction request and generate an encrypted code.
- 1.4 To provide maximum security for the system, the encryption shall not be done on the vending terminal but only on the central database server.
- 1.5 On receipt of each request the vending terminal shall connect to the central database server in order for the encrypted vending code to be generated;
- 1.6 The generated vending code shall be printed by the officially supplied hardware, and/or digitally displayed as in the case of internet or cellular phone vending.
- 1.7 Token layout will comply with the Municipality's specification;
- 1.8 Tokens will be legible for at least one month from date of purchase;
- 1.9 The monetary value per token can be limited per the Municipality's requirements e.g. minimum and maximum value, per consumer etc;
- 1.10 The Municipality must have the option to limit the customer total monthly purchases per customer.
- 1.11 All payment types are recorded as returned by the vending terminal or third-party aggregator;
- 1.12 The amount tendered must first be allocated to clear the debtor's arrear balance if applicable, and then to allow for immediate purchasing of prepayment electricity;
- 1.13 The consumer can pay the municipal debtor account at any terminal which will be transferred to the Municipality's financial system, in a format as prescribed by the Municipality;
- 1.14 The system functionality must include reprints of tokens when required;
- 1.15 The system can perform vending functions simultaneously across all terminals and multiple types of vend can be combined one receipt at each terminal e.g. account payment, EBSST and electricity token;
- 1.16 Cancellations are not allowed at the terminals;
- 1.17 Inclining block tariffs are supported per NERSA requirements;
- 1.18 The Municipality's image will be positively reflected by the service provider's staff, collectors and aggregators per a code of conduct.
- 1.19 The system must support the TID rollover process and must be STS Edition 2 Compliant.
- 1.20 Tokens must be played remotely to meters on purchase should consumers wish to enable this feature.

### **AMI STS SYSTEM Integration Requirements**

- 1.1 Collection of data from existing and new meters
- 1.2 Remotely send data to existing and new meters
- 1.3 Perform load balancing
- 1.4 Generate profiling reports
- 1.5 Perform demand side management

- 1.6 On demand meter profiling
- 1.7 Prepaid and post-paid meter switching capability.
- 1.8 Remote Meter disconnects and reconnects.
- 1.9 Event and alert notifications such as meter tamper conditions.
- 1.10 API for post-paid billing to billing system integration.

## **General**

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

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

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

## **Management Centre**

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

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

- 1.5 Consumer Data Maintenance related to the debtor's profile
- 1.6 Meter Database Management
- 1.7 Uploading of meter database

**Meter Management** The system shall support at least the following meter states:

- 1.8 Scrapped;
- 1.9 Installed;
- 1.10 Removed;
- 1.11 In Stock

Meter states can be updated and modified as required.

## **Functionality**

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

## **Tariff Management**

- 1.14 Tariff Management
- 1.15 Tariff structure definition is to be in line with NERSA requirements;
- 1.16 Tariff change administration in line with Auditor General requirements;
- 1.17 Inclining Block Tariff (IBT) to be supported;

## **Debt Management**

- 1.18 Transferring arrear information from the financial system into the Prepayment system;
- 1.19 Blocking and unblock meters manually and/or electronically;
- 1.20 Provision of various levels of blocking as prescribed by the Municipality;
- 1.21 Vending once arrears have been cleared
- 1.22 Account Payment

## **Revenue Protection**

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

## **Transaction management**

The system shall support the following types of transaction:

- 1.29 Cash vend transaction;
- 1.30 Purchase blocking facility;
- 1.31 Free basic electricity transaction;
- 1.32 Arrear collection and debtor account payments;
- 1.33 Engineering transactions
- 1.34 Account Payment transaction

## **Message Management**

The system shall allow:

- 1.35 Entry of system messages;
- 1.36 Entry of customer specific messages;
- 1.37 Entry of predefined messages;
- 1.38 Ability to send short message service (SMS) or email

## **User Security Management**

Security management shall include:

- 1.39 Group rights definition;
- 1.40 Entry of system users and allocation of group rights;
- 1.41 System administrator rights
- 1.42 Customer portal to view transaction history and messages

## **Monitoring**

- 1.43 Control of all vending terminal operations;
- 1.44 Control and banking of cash collected through the prepayment system;
- 1.45 Issue of free basic electricity to indigent consumers;
- 1.46 On-line viewing of all vending terminals

## **TID Rollover**

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

## **Reports**

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

## **Access Management**

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

## **Customer Service and Technical Support**

Bidder to provide technical and customer support services as follows:

- 1.51 Personnel on call and available to visit the site when
- 1.52 Detailed problem logging and escalation process with timelines;
- 1.53 To provide a flow chart - At a minimum, explain the number of severity levels, the criteria used to define problem severity at each level, who is notified at each level, and the time period between each severity level;
- 1.54 To provide a solution that has proactive service features. Bidder to describe any ability to self-diagnose errors and perform automated corrective action;
- 1.55 To describe the Professional Services capability as it pertains to this project. Include services offered, locations provided, and whether insourced or outsourced personnel are used;
- 1.56 To provide the details of the contractual arrangements between the bidder and the various communication networks, such as mobile telephone networks; to ensure that an uninterrupted service is Provided.
- 1.57 24/7/365 Call Centre – Proof must be submitted

## **Operation And Maintenance Manuals**

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

### **Change in work**

The Engineer may, from time to time by order in writing without in any way violating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer.

Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be coordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

## **SUB-CONTRACTING**

NOT APPLICABLE:

## **PROVISION OF THE SERVICES**

### **Work Specifications**

#### **Applicable SANS 10142 Standards**

Applicable SANS 10142 Standardized Specifications for the purpose of this Contract the latest issues of the following Standard Specifications for Electrical Engineering Construction, applicable at the date of tender advertisement, shall apply –

SANS 10142-2: 2017                      Medium voltage installations

The term project specifications appearing in any of the SABS 1200 standardized specifications must be replaced with the terms scope of work.

The variations and additions to the specifications listed in C3.4.1.2 (a) are as follows: PSA

#### **GENERAL**

C3.5.1.2 Other applicable national and international standards NRS 047

NRS 048

NRS 033

Eskom standards

Matjhabeng Local Municipality standards

### **The system and materials**

1. The System must be based on an online, web-based architecture to vend tokens securely and efficiently.
2. The system should conform to the relevant standards relating to prepaid vending including IEC (International Electro technical Commission), STS (Standard Transfer Specification), SANS (South African National Standards) and NRS (National Regulatory Services).
3. Service provider shall establish vending footprint to ensure that all customers can access a physical vending point within a 1 km radius.
4. Manage third party vendors on behalf of Municipality; this includes signing contract equivalent to the length of the third- party vending contract.
5. Offer various platforms for customers to purchase including but not limited to online / web based and retailers.
6. Solution must be a hosted solution.
7. The service provider will be responsible for maintaining the system infrastructure, the platform and the application software including software maintenance, patches and updates.
8. The service provider ensures 24 hours a day and 7 days a week technical support to vendors and Municipality staff. This will include onsite support.
9. The successful Tenderer shall have the new system commissioned within three (3) months of the contract being awarded.
10. The system must be a real-time system and shall be operational on a 24 hour, 7 days a week basis. 11. Daily, weekly and monthly performance reports will be required.
11. A customer portal must be available to the consumer to view history, sales history, usage profiles, display alerts, etc. Functionality for Customer Query logging should be included.

## **MANAGEMENT**

### **Management of the Works**

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

### **Training & Administration**

The successful bidder shall provide training as follows:

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

The training will be conducted onsite and all trained staff members must be issued with a certificate after completion. The bidder shall create a Standard Administration and Maintenance Procedure for solution provided.

### **Maintenance And Defects Liability Period**

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

- a. Inspect and repair where necessary;
- b. Adjustment of applications;
- c. Replacement of any defective parts

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

### **Service Level Agreement**

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

### **Maintenance Contract**

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

- d. Support and maintenance;
- e. Preventative maintenance;
- f. Remote support;
- g. Onsite support (such as, but not limited to onsite visits, onsite meetings, etc.);

- h. Telephone support;
- i. Upgrade services;
- j. Enhancement services (such as, but not limited to amendments to reports, new reports, etc.);
- k. Consulting service;
- l. Licenses;
- m. Patches updates;

**The contract will be managed as follows:**

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

**The calls logged will be categorized as follows:**

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

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

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

**Guarantees System Performance**

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

## 1 Termination of Contract

If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favor of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

Has abandoned the contract; or

Without reasonable excuse has failed to commence the Works in terms of Clause 10 of the General Conditions of Contract for Construction Works (2025 4th Edition), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or

Has failed to proceed with the Works with due diligence; or

Has failed to remove materials from the site or to pull down and replace work within fourteen

(14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or

Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or

Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or

Has assigned the Contract or any part thereof without the Employer's consent in writing; or

The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or

The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.

## **HEALTH AND SAFETY**

### **• Health & Safety Issues**

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The regulation will be applied vigorously on the project.

A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues: That the Safety Plan is on site at all times  
That the Contractor's Safety file is on site at all times  
That the Safety Officer is on site at all times  
That Safety meetings are conducted as per the Safety Plan  
That employees are working under safe conditions  
That the public is not placed in danger  
That there is no harm to the environment

### **PROJECT SPECIFICATIONS Tender Documents And Format Of Submission**

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

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

### **Mandatory Documents and Information**

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

- a. STS Edition 2 Compliance Certificate
- b. ISO 9001:2015, ISO14001:2015, ISO27001:2018, ISO8583 AND ISO45001:2018 Certificates in the bidder's name must be provided.
- c. Size and Ability to Support Online Vending System;
- d. Bidder to describe the company's existing vending infrastructure (e.g. cellular phone/internet vending, etc.), including the volume of transactions, size and number of vending points;
- e. The bidder should furnish the information on major past supplies under the relevant product/services and satisfactory performance for the last five financial years;
- f. The bidder should be a manufacturer or the OEM authorized representative of respective system and or supply and maintenance of the offered items for a minimum period of three years in South Africa;
- g. The bidder to provide the name, respective titles, and years of experience of the person/s who will be responsible for management/co-ordination of all work on the project. In addition, provide the names of all personnel that are proposed to be involved in the project, their resumes, and their proposed roles/responsibilities (including the name of subcontractors and their personnel who will be working on the project, if any);
- h. The Bidder to provide a summary describing the bidder's area of expertise and resource capabilities as they relate to this proposal;
- i. Bidder shall also submit a minimum of three references from similar projects. Listing shall include name and address, title and phone number of a contact person at that client. The Municipality reserves the right to contact any of the references supplied by the bidder to obtain information regarding work that the bidder has performed.

**Matjhabeng Local Municipality Schedule of Compliance**

**Management of STS EDITION 2 compliant prepayment electrical SMART Solution, Revenue Management and Revenue Protection for a period not more than three years Tender Number:**

<b>VENDING SYSTEM</b>					
1.	Offered solution provides for a fully functional SMART Meter System for the entire vending domain of the municipal area ( <i>must be demonstrated during practical evaluation</i> ).	YES		NO	
2.	Offered Solution has integrated AMI functionality with remote meter reading and token routing capability ( <i>must be demonstrated during practical evaluation</i> ).	YES		NO	
3.	Vending solutions include Retail Shops, Internet, ATM, Cellular Phone and Mobile Devices as points of sale ( <i>system implementation plan must be included</i> )	YES		NO	
4.	The SMART Meter System supplier needs to comply with National Rationalized Specification - NRS047 and NRS009 specifications. ( <i>documentary proof must be included</i> ).	YES		NO	
5.	Tenderer must submit the following ISO Certificates: ISO 9001:2015, ISO14001:2015, ISO27001:2018 AND ISO45001:2018 ( <i>documentary proof in the bidder's name must be included</i> ).	YES		NO	
6.	The SMART Meter System must be able to comply with municipal MSCOA requirements by integrating into a compliant Billing System ( <i>must be demonstrated during practical evaluation</i> )	YES		NO	
7.	SMART Meter System provides all types of payments i.e. cash, credit card, debit card, bank transfer and cheque.	YES		NO	
8.	SMART Meter System can generate STS Electricity, STS Water and STS Smart Meter Currency Token ( <i>must be demonstrated during practical evaluation</i> ).	YES		NO	
9.	SMART Meter System is real time and on-line ( <i>must be demonstrated during practical evaluation</i> ).	YES		NO	

10.	SMART Meter Solution support is provided on a 24x7x365 basis.	YES		NO	
11.	SMART Meter Solution is operational on a 24x7x365 basis.	YES		NO	
12.	The SMART Meter Solution must be fully Compliant with IEC62055-41 (STS) Edition 2 specifications and all relevant STS guidelines. <i>(documentary proof in the bidder's name must be included).</i>	YES		NO	
13.	Guarantee of the vending systems' functional performance during the tender period (documentary proof must be included)	YES		NO	
14.	Active STS Vending Hardware shall be hosted in a secure cloud environment (documentary proof must be included)	YES		NO	
15.	Back-up SMART Meter System shall be hosted off the designated site - another location that meets compliant environmental standards (documentary proof must be included)	YES		NO	
16.	Existing direct on-line vendors which are managed by the current service provider shall be facilitated and equipped with the necessary hardware to fully operate (system implementation plan must be included).	YES		NO	
17.	Existing 3rd party vendors which are managed by aggregators of the current supplier, shall remain operational during the installation and commissioning of the SMART Meter System (system implementation plan must be included).	YES		NO	
18.	SMART Meter System must be able to vend to all active STS meters installed in the municipal distribution jurisdiction (documentary proof must be included)	YES		NO	
19.	The SMART Meter System shall accommodate both 11 (eleven) and 13 (thirteen) digit STS meter serial numbers (must be demonstrated during practical evaluation)	YES		NO	
20.	The transfer from the existing system to a new system shall be executed without any hindrance to the normal vending operations (system implementation plan must be included)	YES		NO	

21.	The proposed system should be able to support multiple meter technologies i.e. Smart Metering and Automatic Metering Reading (must be demonstrated during practical evaluation)	YES		NO	
22.	The proposed SMART Meter solution should be able to interface with the existing municipal financial billing system (system implementation plan must be included and an integration example must be demonstrated during practical evaluation).	YES		NO	
23.	The system shall be fully STS Edition 2 compliant and capable of vending STS prepayment credit and engineering tokens on both legacy STS and STS Edition 2 as required for the TID Rollover process (must be demonstrated during practical evaluation)	YES		NO	
24.	The SMART Meters System shall have an Application Programme interface (API) to allow third parties to access the system securely for integration purposes (must be demonstrated during practical evaluation)	YES		NO	
25.	The tenderer must be able to have all hardware operational for the hosted environment 2 (two) weeks before start date of the tender period (system implementation plan must be included)	YES		NO	
26.	The database must allow concurrent users to access data on a central database from various online terminals (must be demonstrated during practical evaluation)	YES		NO	
27.	Generate Reports as requested as per specification (must be demonstrated during practical evaluation)	YES		NO	
28.	The SMART Meter System shall operate on a standard readily available, PC-based machine Windows with no special modifications required to any parts (must be demonstrated during practical evaluation)	YES		NO	
29.	The SMART Meter System must include a consumer portal that will enable end consumers i.e. view sales history, usage profiles, display alerts, etc. (must be demonstrated during the practical evaluation)	YES		NO	

30.	The functionality of the security module must be in compliance with STS 600-4-x (documentary proof and system implementation plan to be included)	YES		NO	
31.	The data model of the SMART Meter System must allow for multiple meters to be linked to a single consumer account (must be demonstrated during the practical evaluation)	YES		NO	
32.	The software and database shall 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 sewer (must be demonstrated during the practical evaluation)	YES		NO	
33.	A full system description and technical details of the solutions offered must be included (system implementation plan must be included)	YES		NO	
34.	Guarantee the systems 'functional performance and any upgrades required to correct any system mal-operation will be for the Tenderer's account (system implementation plan to be included)	YES		NO	
35.	The system shall support the latest version of the NRS009-6-10 XMLVend specification (must be demonstrated during the practical evaluation).	YES		NO	
36.	Detailed plan and costs of TID rollover process and implementation.	YES		NO	
37.	Revenue protection program including sweep audit plan and implementation plan included	YES		NO	

#### **VENDOR MANAGEMENT**

1	Payment of collected revenue into the Municipalities bank account must be completed within 72 hours (working days) of transaction date (system implementation plan must be included).	YES		NO	
2	The tenderer must have insurance against revenue loss (proof needs to be included).	YES		NO	
3	Payment of revenue received (Prepaid & Auxiliary separately) directly in the municipalities account at predetermined times together with a reconciliation of said revenue.	YES		NO	

4	The tenderer will not allow any vending outlets to charge any additional cost for electricity on top of the YES approved municipal tariffs (system implementation plan to be included)	YES		NO	
<b>DATA MANAGEMENT AND REVENUE PROTECTION</b>					
1	The tenderer must have a proven experience at least 5-year track record to revenue protection services in a municipal environment, and may be required to demonstrate their solution and provide physical proof of the in-field tools used for these services.	YES		NO	
2	The tenderer shall include the details (identity documents and electrical trade certificates) of at least two qualified technicians (proof must be included)	YES		NO	
3	SARPA registration must be provided (proof must be included)	YES		NO	
<b>PROOF OF EVIDENCE</b>					
1	Attachment of full description and technical details of the solutions offered (System implementation Plan).	YES		NO	
2	Submit a schedule listing clause-by-clause, specific details indicating compliance or noncompliance with the requirements of specifications.	YES		NO	
3	Tenders shall supply independent, documented proof to substantiate conformance to these aspects.	YES		NO	
The tender must attach all supporting documents and will be subjected to a technical evaluation during a practical demonstration of the proposed system.					
TOTAL SCORE POINTS					

## **PARTICULAR SPECIFICATIIONS WHERE APPLICABLE**

In addition to the Standardized and Contract Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

### **Minimum Standards of the Vending System**

1. Offered solution provides for a fully functional vending system for Municipality coverage areas
2. Vending solutions include Retail Shops, Online portal/Internet purchase, ATM/Cellular Phone/Mobile Devices.
3. Vending system is fully STS compliant
4. Vending system is fully International Electro-technical Commission (IEC) compliant
5. Vending system provides for all types of payments i.e. cash, credit card, debit card, bank transfer and cheque
6. TID (Token Identifier) rollover supported system. Must support the legacy key load files until TID rollover and the new upgraded key load file format
7. Vending system is real time and on-line
8. Vending system support is provided on 24 hours, 7 day a week basis
9. Vending System is operational on 24 hours, 7 day a week basis
10. Guarantee of the vending systems' functional performance during the tender period
11. Back-up Vending System shall be hosted off the designated site – another location that meets compliant environment standards
12. Existing direct on-line vendors which are managed by the current service provider shall be facilitated and equipped with the necessary hardware to fully operate
13. Existing 3rd party vendors, which are managed by aggregators of the current supplier, shall remain operational during the installation and commissioning of the vending system
14. Vending system must be able to vend to all active STS meters installed in the Municipality distribution jurisdiction
15. The Vending System shall accommodate 13 (thirteen) digit STS meter serial numbers
16. The transfer from existing system to new system shall be executed without any hindrance to the normal vending operations
17. The proposed system should be able to support multiple meter technologies i.e. Smart Metering and Automatic Metering Reading
18. The proposed Vending System should be able to interface with the existing Municipality financial billing system via Flat Files
19. The system shall be fully STS compliant and capable of vending STS prepayment credit and engineering tokens
20. The tenderer must be able to have all hardware operational for the hosted environment 3 (three) weeks before start date of the tender period
21. The tenderer must be able to make all hardware available for the Municipality environment 2 (two) months after the start date of the tender period
22. The database must allow concurrent users to access data on a central database from various online terminals

## **SYSTEM TECHNICAL SPECIFICATION**

- The software and database shall have no limitation on the number of named users and workstation sit can accommodate.
- A standard vending operation shall be less than 30 seconds from request to completion token printing or programming. The system must produce at least 10 transactions per minute.
- Standard language on the system shall be English, standard currency shall be Rand and standard units shall be KI (Kiloliters)

### **Interface and Data**

- All system functions shall be accessed via a user-friendly Graphical User Interface (GUI).
- A copy of the database will be provided during or after expiry of the contract.

### **Database**

- The relational database management system and the system related application must operate on any platform to ensure future enterprise scalability, security and flexibility.
- The design of the database shall be such that it conforms to published Relational Data base Management System (RDBMS) rules.
- All information shall be represented only in tables.
- The database shall allow concurrent users to access data on a central database from various online terminals.
- To ensure data integrity, auditability and data completeness the RDBMS shall allow for automated triggers to be set on any database field, prompting for a function to be executed.
- The database shall allow the reading of, and writing to, external files via Stored Procedures, ensuring ease of system integration.
- The tenderer must specify their latest technology, software and platforms

### **Security**

- Database security governing low- and high-level database access shall be via a proven technology and applied at both database and application level.
- The system shall allow for the addition of an unlimited number of named operators.
- Security shall be adjustable to allow for limited individualized access to any field within the database, with access control.
- The system shall allow smart card-based SSL security to be implemented for on-line PoS.

### **Power and Module failures**

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

## **Transactions**

- All transactions shall be structured according to taxes, levies, standing charges, arrears, free basic Electricity and water, ESP benefits and services are all created through individual rows in the database.
- Fixed charges for customers may accumulate on a monthly basis if not settled.
- Tokens and receipts shall be contained in customizable templates that shall be customized at will by the entity. The default templates shall also be kept on the system.
- The system shall have the functionality to print a message on the token of at least 400 characters, which can be customer specific, or a general message to all customers.
- It shall be possible to automatically print a message on the token advising the customer of any problems, (e.g. insufficient funds tendered, outstanding demand levy).
- The transaction fee is linked directly to the Rand value collected from consumers.

## **Vending Operations**

- The system shall be capable of vending online to all prepayment meters in the Municipality's area of Electricity and Water supply.
- The system shall be capable of vending online engineering tokens.
- The system shall be capable of vending free Electricity and Water grants and ESP grant. The system must be able to issue all customer free allocations without the customer having to pay or buy. In other words, a zero Rand vend.
- The system shall be capable of collecting arrears.
- The system shall be capable of handling step tariffs.

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

- The system shall be capable of allowing transaction viewing and re-prints without compromising the integrity of transactions and subject to appropriate security.
- The system shall have the ability to calculate and display cash change to the vendor.
- Meter numbers, charge breakdown in line to the approved tariffs should be displayed on the receipt.

## **Tariffs**

The system should allow for:

- Accommodation of step tariffs, with an unlimited number of based steps.
- Unique tax and fixed charges profiles shall be definable for each tariff block.
- Tax and fixed charge blocks independent from step tariff blocks shall be definable according to monthly monetary value transacted, or kI purchased.
- Tariffs include Free Basic Electricity and Water and Expanded Social Program benefits that are issues to the customers which the system must be able to issue.
- Benefits will be a monthly file received for allocation to certain customers.

- Accumulation of unsettled services charges.
- The Vending system shall have automated activation dates for tariff changes. A historic audit trail must be available.
- The Vending system shall allow the entity to change their reconciliation and tariff rules, irrespective of the system's functionality and operation the transactions shall be reconciled by an independent reconciliation application operating at central level.

### **Meter Management**

- To assist with meter management, the system shall have the ability to record, in a free-form field, a meter status. Meter statuses will include Audit, Operations, Illegal Connection, etc.
- All meter management processes shall be performed via a user-friendly, iconic graphical user interface depicting a certain task. The minimum number of pre-defined meter management tasks shall be:

- Receive a meter from a service provider
- Send a meter to a service provider for repair
- Install a meter
- Remove a meter
- Change status of a meter
- Update status of a meter
- Create a location
- Update a locations detail
- Link a consumer with a location/meter

Meter management processes shall automatically change the modes of operations associated with a meter.

- Changed meter or removed meter history shall not be deleted from the system. Records of these meters including buying history, consumption history and meter readings must be kept on the system perpetually.
- Changes to an active meter linked to a location shall not be possible without selecting a pre-defined task and performing the steps indicated.
- The system shall be customizable in real time and in such a way that processes could be adapted to the entity's unique process flows and needs.
- The system shall allow for the definition of an unlimited number of meter locations that could be associated with the real-time customizable meter management processes.
- The system must be able to link the customer and a meter to a location. The system must use GPS co-ordinates and address data to correctly plot the meters on the map. The system must reflect stands that are not metered and be able to store reasons why the stand is not meters using a pre-defined list of reasons. Unmetered stands must appear on the exceptions report.
- System must allow for bulk upload and update of meters, linking them to a stand and a customer

## **Consumer Management**

- The System must be able to register and maintain customer information.
- The system must be able to validate ID numbers. If ID number is not available, the system must insist on a form of ID e.g., passport, home affairs documentation for internationals, etc.
- The system must link the customer and a meter to a location. This location must be plotted on a map.
- The system shall allow to view, download and report on all indigent status of the customers.
- The customer profile shall reflect FINA information, status and benefits allocated and collected, customer transactions and consumption data. This should also be reflected in trends.
- The system must allow bulk upload, update and creation of new customer, linking them to a stand and a meter.

The system must be able to print out a customer account confirmation which will reflect the customer information, stand information, meter information and buying history and trends.

## **Meter Readings and Consumption data**

- The system shall store meter reading data and consumption data from the meter.
- Meter reading and consumption data shall be used for data analytics together with the sales data

## **System Reports**

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

- Electricity and Water sales per meter, per PoC (point of connection) and per customer.
  - Electricity and Water purchased by cash, cheque, credit card, debit card, electronic fund transfer
  - Financial statistics relating to individual transactions
  - Total sales summary by vending channels
  - Total sales summary by suburb and regions
  - Total sale summary per day
  - Total sale summary per month
  - Refunds given
  - Free units issued
  - Number of customers purchasing less than a selectable number of kl per month
  - Value of service charges per tariff
  - Number of active customers per suburb and total sales per suburb
- Statistics of installed meters filtered by date range, connected type, district, etc.
- User audit trace
  - Indigent benefits Report

## **Vending Footprint**

- Service provider shall establish vending footprint to ensure that all customers can access a vending point within a 1 km radius
  - Manage third party vendors on behalf of Municipality, this includes signing contract equivalent to the length of the third-party vending contract.
  - Where applicable, the Service provider shall be responsible for the supply of the vending equipment that shall be used for vending. All vendors must have appropriate signage indicating that Electricity and water can be purchased there.
  - PoS (Point of Sale) terminals can be either PC or Mobile terminals that comply with the hardware and software requirements.
  - Provide training as and when necessary for the vendor or his appointed operators in order to operate the equipment and relevant software.
  - Provide the necessary consumables, e.g. paper, printer cartridges, etc.
  - Provide the routine, preventative and necessary maintenance, repair and servicing as is required to maintain the equipment.
  - The commissioned point of sales to include all banks, retail, mobile/online and SMS purchases
  - Customers must be able to buy Electricity and water through banking channels through all major banks.
  - Collection of all revenue from the vendors is required.
- 
- To reconcile the revenue received from the vendors on a daily basis and provide the necessary credit to the vendor to continue vending.
  - Provide the necessary security measures for collecting the revenue if required.
  - Payment of any vendor commissions owed.

## **Online Vending**

- The system shall have the ability to work online via a scalable message queuing mechanism.
- The online transaction processing infrastructure shall have unlimited scalability with hot-swappable redundancy.

## **Transaction Switching**

- The system shall include as an additional the capability to direct transaction requests from vending clients to different services databases. Tenderer to indicate whether process is manually done or automatically.
- The transaction switch shall include a billing system where different commissions for different services as well as vendors can be calculated.
- The transaction switch shall include vendor credit management tool allowing upfront vendor to be managed.
- The transactions switch shall either include, as an option, or be able to integrate to an electronic fund transfer (EFT) switch to facilitate credit/debit card payments.
- The EFT option shall include a secure web site for selling services.
- The transaction switch shall allow for various service providers of mobile technology to integrate seamlessly to the transaction switch.
- The transaction switch shall allow a SMS (GSM) based message to transact with the switch.

### **Revenue Collection**

- Payment of revenue received (Prepaid & Auxiliary separately) directly in municipality's account at predetermined times together with a reconciliation of said revenue.

### **Maintenance**

- The service provider will be responsible to maintain the system infrastructure, the platform and the application software including software maintenance, patches and updates
- The service provider will be responsible to provide application support during the duration of the contract.

### **Support**

- The service provider shall provide a 24-hour, 7 days a week support service for vendors, customers and Municipality staff. This will include onsite support.
- There must be an operational call center to receive and log all technical faults that operate for 24 hours 7 days a week.

### **System Enhancements**

- The service provider will be responsible to develop any enhancements to the system including interfaces to other systems such as Financial System, etc.
- The service provider will be responsible for building additional system reports to meet operational requirements as and when required

### **Work-flow and Query Management Query Management**

- The system must allow user to Log customer queries and centralize them in one place. The system must keep the history of every interaction with the customer. All interactions must be logged under the relevant query
- The system must allow user to view a customer's pending and resolved queries; and all interactions with the customer
- The system must allow user to automatically assign queries to the right person or department
- Keep user and customers notified of any progress made on their query
- The system must allow for updates to be added to a closed query.
- The system must allow a closed query to be re-opened and be re-assigned for further action if the customer is not satisfied with the outcomes.
- The system must allow users to set reminders, due dates and notifications for each query and work request
- The system must generate a reference number for each query and must allow work request linked to the related query.
- All transactions must be record via an audit trail.

### **Workflow Management**

- The system shall allow for configurable processes to map the working environment of Municipality.

- The System must allow for work request to be created and assigned to a department or a person in a particular department
- The system must track progress on each work request until completion.
- The system must send notifications when work request is created, being worked on and completed.
- The system must allow for customization of work sheets that needs to be populated before work request can be completed.
- The system must allow the administrator to build service catalogue, define each service and the turnaround time on each service.

The system must allow for each work request to have multiple files attached to it. It must also allow for different file types to be attached. It must store attached files for viewing in the future.

### **Workforce Management Portal**

The tenderer shall provide Municipality with a web-enabled module that provides Municipality with the ability to manage its workforce and automate critical business processes. Typical business processes must include but not limited to:

- Meter Installations.
- Meter Replacements
- Conversions
- Field audits
- Meter Disconnections

The Management Portal should allow Municipality to define their own business to processes. The execution of these business processes shall be in real time.

The Management Portal must include a mobile application to allow field operators to perform the following actions: Field audits for residential and commercial customers Auditing of meter assets and network infrastructure.

Targeted audits like tamper investigations.

Disconnection of metering

The Management Portal must store all audit evidence and must be easily accessible by Municipality's management team. Such audit evidence must include the audit findings, photos and vending profiles.

- The Management Portal and mobile application shall not be device or platform specific. It should be possible to operate the software on both Microsoft Windows platform and well as an Android platform.
- The Management Portal shall include a geographical view of all related field works.

### **Customer Portal**

- The system must be accompanied by an app / portal
- Customer must be able to buy tokens
- The customer must be able to redeem FBW and ESP benefits
- Customer must be able to view all purchased tokens
- Customer must be able to view buying trends and consumption trends

## **System Commissioning**

- The successful Tenderer shall be responsible for migration of all existing data from the existing Vending Systems operating in the entity to the new Vending System.
- A project plan showing the proposed stages for the commissioning of the new Vending System shall be provided as part of the tender documents.
- The tenderer shall specify his full commissioning schedule from the setting up to the final handover of the Vending System.
- It is expected that new system interfaces will have been fully tested and approved before the commissioning

## **Training**

- The scope and cost of the training for the staff of the entity shall form part of the tender.
- A full training schedule indicating what type and level of training shall be provided.
- The entity's staff must be fully trained and proficient before the system is finally handed-over.
- The training shall include, but not limited to:
  - All operational requirements
  - Full system administration
  - Database administration
  - Report writing tools
  - Data mining tools

## **Integration and Interface Requirements**

- The entity uses the xxxx ERP system as its Financial System. The Vending System offered must have the capability to interface with applicable modules via the Weaver Process Integration (PI) software and other systems.

## **Data Ownership**

- All the information on consumers and related info in the databases will always remain the property of Municipality and will not be disclosed as a whole or in part to any third party without the express permission of the Municipality.
- Any data archived and warehoused on behalf of the Municipality shall be accessible at any time to Municipality.

**The successful Bidder will have to demonstrate a clear understanding of the following: -**

## **Processes around Municipal services Municipal By-laws Tarrif Modeling Regulatory Compliance**

How the prepaid electricity system could be rolled out in the provision of other municipal revenue generating services and what additional costs would be applicable for say programming of meters.

## **Systems Specific Requirements:**

The systems implemented by the successful bidder will include (but not be limited to) the key features as shown below. These systems will be deployed by experienced personnel from the bidder, after which comprehensive training of municipal personnel, operation of the system will be transferred to the municipality.

### **Metering Management**

The prepaid metering management system must not be locked into any proprietary protocols or metering equipment. Interfacing to all commonly available intelligent and non-intelligent meters and metering equipment must be possible. The successful bidder will be expected to provide proof of this with suitable live demonstrations.

### **The following sources for consumption for electricity meters must be accommodated in the system:**

- Pre-paid Meter Sales [STS] - Manual meters
- Uploading and linking of supporting documentation to specific devices for efficient record keeping.
- A comprehensive asset register functionality must be available and be integrated into the management system for tracking and reporting on all so installed electricity network assets. Efficient methods of initial and ongoing auditing of network assets must be available, and expertise must be passed onto the municipal staff during the training/handover.
- Integration with a current GIS System if necessary

### **Financial**

A comprehensive Tariff-engine for catering for all electricity, water, refuse, sewerages and rates must be integrated or available in all software modules.

Billing information as determined from metered data must be exported to existing financial systems.

Bill verification and tariff analyses must be possible for use in regulatory compliance and budget setting. Arrears management tool

Customer details management

Financial Reporting and export functionality to import in current financial system

### **Customer Services**

The System must have the ability to manage internal and external tasks that can be used for Reporting purpose on service delivery.

A Customer portal must be available where a customer can log in and have access to the following features to reduce interaction with municipal staff:

- Ability to change password and personal details
- Transaction history
- Any other relevant information the Municipality wants to publish - Log query to Municipality

System must be able to create work orders automatically if the customer logs it by the following means:

- SMS to a short SMS number
- Log the query via the Customer Portal
- Operator at the Municipality can create a work order on the customer's behalf if they phone the call center. Customer must receive a SMS with reference number. A detail log of all activity on the task must be recorded and notifications sent to the customer if necessary
- Notification must be sent to the customer via email and/or SMS if a work order has been resolved.
- All software modules will be browser based and be able to work on standard computers and mobile devices (with internet access).
- A sophisticated user access authorization system must be implemented, and user system access must be defined according to the job scope.

## 2.2: PRICING SCHEDULE

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 considered when developing his prices.

2.2.1 The short descriptions and category number given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required.

2.2.2 While it is entirely at the tenderer's discretion as regards to the pricing schedule below, guideline tariffs of fees or indicative time-based fee rates are gazetted annually, which are useful documents that will give tenderers 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 purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item.
Quantity:	The 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.

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 a no offer and will not be evaluated.

2.2.5 The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices 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, 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.

2.2.8 Prices should be inclusive of VAT and all other costs to operate this service.

2.2.9 Only firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered.

**BILL OF QUANTITY (BOQ)**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>FIXED PRICE</u> <u>(Total</u> <u>Tender Price)</u> <u>EXCL VAT</u>
1	<b>SYSTEM SETUP COST</b>  Once-Off	R	N/A	N/A	R
2	<b>DATA MIGRATION COST</b>  Once Off	R	N/A	N/A	R
3	<b>INTERFACE WITH (FINANCIAL SYSTEM)</b>  Once Off	R	N/A	N/A	R
4	<b>WEB SERVICES BASED INTEGRATION</b>  Once Off	R	N/A	N/A	R
5	<b>TRAINING COST PER USERS</b>	R	R	R	R
6	<b>HANDHELD VENDING TERMINALS (Cost per terminal)</b>  Once Off	R	N/A	N/A	R
7	<b>APPLICABLE LICENSE FEES (MONTHLY)</b>	R	R	R	R

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>FIXED PRICE</u> <u>(Total</u> <u>Tender Price)</u> <u>EXCL VAT</u>
8	DATA COMMUNICATION COST	R	R	R	R
9	COMMISSION: TOTAL TRANSACTION (Percentage)	%	%	%	%
10	COMMISSION: 3 <sup>rd</sup> PARTY VENDING SALES (Percentage)	%	%	%	%
13	Meter Audit (per meter)	R	R	R	R
14	Bulk Metering System	R	R	R	R
	SUB-TOTAL EXCL VAT	R	R	R	R
	VAT @ 15%	R	R	R	R
	GRAND TOTAL INCL VAT	R	R	R	R

# PART 3

**PART 3.1: BID FOR REQUIREMENTS OF MATJHABENG LOCAL MUNICIPALITY**

**MBD 1**

**PART A  
INVITATION TO BID**

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

BID NUMBER:	RFP/06/2025-26	CLOSING DATE:	09-07-2026	CLOSING TIME:	14:00
DESCRIPTION	ONLINE VENDING AND A THIRD-PARTY VENDING SYSTEM INCLUDING VALUE-ADD SYSTEMS FOR A PERIOD OF THREE (3) YEARS				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

**C/O RYK AND STATEWAY STREET**

**CIVIC CENTRE**

**WELKOM**

**9460**

**SUPPLIER INFORMATION**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER

FACSIMILE NUMBER	CODE		NUMBER	
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
--	--	---	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	.....	DATE	
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CAPACITY UNDER WHICH THIS BID IS SIGNED

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:      TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT	<b>FINANCE (SCM)</b>	CONTACT PERSON	<b>MR. W SEPHTON</b>
CONTACT PERSON	<b>MR. L SEBATANE</b>	TELEPHONE NUMBER	<b>057 391 3911</b>
TELEPHONE NUMBER	<b>057 391 3911</b>	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	<b>WILLIAM.SEPHTON@MATJHABENG.CO.ZA</b>
E-MAIL ADDRESS	<b>LESIBOS@MATJHABENG.CO.ZA</b>		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

- 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
  - 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
  - 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
  - 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
  - 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: .....

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

# PART 4

## PART 4.1: TAX CLEARANCE CERTIFICATE REQUIREMENTS

MBD2

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

- 2.1 In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.
- 2.2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 2.3 The valid Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original Tax Clearance Certificate will result in the invalidation of the bid. Expired copies of the Tax Clearance Certificate(s) will not be accepted.
- 2.4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.5 Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
- 2.6 Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)

**PART 4.2: DECLARATION OF INTEREST**

**MBD4**

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 allegation of favouritism, should be resulting bid, or part thereof, be awarded to person connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declares their position in relation to the evaluating /adjudicating authority and /or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder or his or her representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, shareholder etc.)	
3.4	Company Registration Number	
3.5	Tax Reference Number	

MSCM Regulations: "in the services of the state \*means to be:-

- (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 municipal 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.

3.6	VAT Registration Number	
3.7	Are you presently in the service of the state?	YES NO
3.7.1	If so, furnish particulars:	

3.8	Have you been in the service of the state for the past twelve months?	YES	NO
3.8.1	If so, furnish particulars		

3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.9.1	If so, furnish particulars		

3.10	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1	If so, furnish particulars		

3.11	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1	If so, furnish particulars		

3.12	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1	If so, furnish particulars		

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

Full Name	Identity Number	Personal Reference Number	Tax	State Number/ Number	Employee Peral

**5. DECLARATION**

I, the undersigned (name) ....., certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against should this declaration prove to be false.

<b>SIGNATURE</b>		<b>DATE</b>	
------------------	--	-------------	--

<b>NAME OF SIGNATORY</b>	
<b>POSITION</b>	
<b>NAME OF COMPANY</b>	

**PART 4.3: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**

**MBD 5**

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

1. Are you by law required to prepare annual financial statements for auditing? **YES/NO**

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

.....

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

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

.....

2.2 If yes, provide particulars:

.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**YES/NO**

3.1 If yes, furnish particulars.

.....

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

4.1 If yes, furnish particulars.

.....

**DECLARATION**

I, the undersigned (name) ....., certify that the information furnished under 4.3 above is correct.

I accept that the state may act against should this declaration prove to be false.

**SIGNATURE:**

**DATE:**

**NAME OF SIGNATORY**

**POSITION**

**NAME OF COMPANY**

**PART 4.4: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

**MBD 6.1**

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

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

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

1.4 **The maximum points for this tender are allocated as follows:**

	<b>POINTS</b>
<b>PRICE</b>	<b>80/90</b>
<b>SPECIFIC GOALS</b>	<b>20/10</b>
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

..... <b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b> .....
<b>DATE:</b> .....
<b>ADDRESS:</b> .....
.....

**PART 4.5: MUNICIPAL RATES AND TAXES**

Names of Company	Physical residential address of the Company	Residential Municipal Account number(s)	Name of Municipality

**NB: Please attach Municipal Account**

**DECLARATION**

**I, THE UNDERSIGNED (NAME) .....**

**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**

**PART 4.6: AUTHORISED SIGNATORY**

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors **MUST** establish their authority by attaching a copy of the relevant resolution of their Board of Directors, Members, or Partners duly signed and dated.

An **example** for a company is shown below:

“By resolution of the board of directors passed on \_\_\_\_\_ 20\_\_\_\_\_

Mr/Ms. \_\_\_\_\_

Has been duly authorized to sign all documents in connection with the bid for

Contract \_\_\_\_\_ No \_\_\_\_\_

And any Contract, which may arise there from on behalf of

Signed on behalf of the company: \_\_\_\_\_

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

Date: \_\_\_\_\_

Signature of signatory

As witness: 1. \_\_\_\_\_

2. \_\_\_\_\_

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution) ..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of Tax Compliance Status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

- 1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/services 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/services 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.

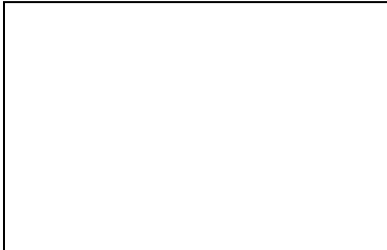
ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP 

**WITNESSES**

1. ....

2. ....

DATE .....

**PART 4.8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**MBD8**

1. This Municipal Bidding Document forms 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 bidders 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 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 (No 12 of 2004)
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector  <b>(Companies or persons by the National Treasury after the audi alteram partem rule was applied).</b>		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)  <b>(To access this Register enter the National Treasury's website, number (012) 326 5445).</b>		
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		
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?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and 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?		
4.5.1	If so, furnish particulars:	Yes	No

### CERTIFICATION

I, the undersigned (full name) .....certify that the information furnished on this declaration from 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

**PART 4.9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**MBD9**

I, the undersigned, in submitting the accompanying bid:

---

---

**(Bid Number and Description)**

in response to the invitation for the bid made by:

---

**(Name of Municipality)**

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 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**

# PART 5

**DECLARATION**

1. I hereby declare that I have read, understood, agree and comply with all of the Parts 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 clearance certificate;
- 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, 2011;
- 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: .....

# PART 6

**JOINT VENTURE AGREEMENT**

**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 Matjhabeng Local Municipality in respect of the following:

**RFP/06/2025-26: ONLINE VENDING AND A THIRD-PARTY VENDING SYSTEM INCLUDING VALUE-ADD SYSTEMS FOR A PERIOD OF THREE (3) YEARS**

(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  
\_\_\_\_\_ 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 Matjhabeng Local 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 Matjhabeng Local Municipality in respect of the project under item 1:

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

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: **COMPULSURY TO BE COMPLETED** IN CASE OF JOINT VENTURE

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NUMBER	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
Name of Joint Venture				
<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 \_\_\_\_\_**

## COMPULSARY DOCUMENTATION/CHECKLIST TO BID DOCUMENT

Please ensure that the following forms have been duly completed and signed and that all documents as requested, are attached to the tender document: **Failure to submit this documentation will result in the tender being non-responsive.** To be completed and signed by the bidder.

(ALL DOCUMENTS/SUPPORT SHOULD BE EASILY IDENTIFIABLE IN THE FILE BY USING CLEAR FILE SPLITTERS, FAILURE TO DO SO <u>WILL</u> RESULT IN BID BEING DISQUALIFIED)			
<u>No</u>	<u>Description</u>	<u>Yes/No OR N/A</u>	<u>File Splitter Name/Number (i.e. reference in the file)</u>
1.	Certificate of authority for signatory in the Company Letterhead.		
2.	Joint Venture (JV) Agreement/Disclosure (if applicable).		
3.	Copy(s) of Company/CC/Trust/Partnership Registration Certificate(s) as well as certified copy(s) of Identity Document(s) of all Shareholder(s) as per Registration Certificate. ID copy(s) certification must not be older than six (6) months.		
4.	Municipal Account for the month preceding the tender closure date of the Company and all its Directors which is not more than three (3) months in arrears/Lease Agreement of the Company and all its Directors with proof that the rental includes their municipal rates and taxes and other municipal service charges.		
5.	Proof of Central Supplier Database (CSD) registration. This must be submitted for all Members/Partners in case of a Joint Venture/Partnership. If not CSD registered, a Valid Tax Compliance Status Letter and PIN must be submitted.		
6.	If required by law, three (3) sets of Audited Annual Financial Statements for the past three (3) financial years.		
7.	Proof of quality management certification for the company (ISO 9001:2015, ISO 9001:2015, ISO14001:2015, ISO27001:2018, ISO8583 AND ISO45001:2018.		
8.	CIPC Abridged Certificate Annual returns (NB applicable to entities that were in business for more than 12 months and must be paid before the closing date of the tender).		
9.	Company Profile (Detailing; Name of Client; Service Provided; Award Amount; Contact Person and Contact Number).		
10.	MBD 1 – Is the form duly completed and signed?		Page 52
	MBD 2 – Tax clearance certificate requirements		Page 55
	MBD 4 – Is the form duly completed?		Page 56
	MBD 5 – Is the form duly completed?		Page 59
	MBD 6.1 – Is the form duly completed and signed?		Page 60
	Contract form - Is the form duly completed and signed?		Page 66
	MBD 8 – Is the form duly completed and signed?		Page 68
	MBD 9 – Is the form duly completed and signed?		Page 70
	Declaration - Is the form duly completed and signed?		Page 73







