



**RAND WEST CITY**  
LOCAL MUNICIPALITY

RAND WEST CITY LOCAL MUNICIPALITY

## TENDER DOCUMENT

**BID NO: RWCLM-2/001/2026-2027**

**Re-advert Appointment of a service provider for supply, installation and maintenance of an online vending and smart revenue protection system, including revenue protection for the period of thirty-six 36 months.**

**Name of Tenderer :** \_\_\_\_\_

**Address :** \_\_\_\_\_

\_\_\_\_\_

**Tel. Number :** \_\_\_\_\_

**Cell number :** \_\_\_\_\_

**Fax number :** \_\_\_\_\_

**E-mail :** \_\_\_\_\_

**Percentage (for 36 Months)** \_\_\_\_\_

**Tender box is situated at corner Second and Fedler Street, Randfontein, Stores Department.**



## Special conditions of contract and required documentation

**1. The following administrative documents must be submitted with the tender document and failure to submit either may lead to your submission being declared non-responsive:**

- Valid Quotation for at least ninety (90) days from the closing date and must be inclusive of VAT if the bidder is a VAT vendor.
- A tax pin compliance certificate
- CSD registration summary report.
- Original BBEE certificate, certified copy or a EME or QSE verified affidavit in the case of EMEs and QSEs. Failure to submit either will lead in the bidder scoring no points for BBEE or Specific Goals. Must be a consolidated certificate for Joint Ventures.
- To claim 20 points of specific goals:
  - bidders must demonstrate to have at least 51% black ownership and at least 51% female ownership either on the BBB-EE certificate, Sworn Affidavit-BBB-EE qualifying Small Enterprise-General, or CSD Registration Summary Report.
- Copies of Company Registration and certified ID copies of company managing directors.
- Completed MBD FORMS.
- A current municipal account statement reflecting the bidder is not in arrears for more than 3 months, or a valid lease agreement signed by both parties the lessee and lessor or SAPS affidavit stating that the bidder not obliged to pay municipal rates. Should a company have more than one director, all directors are required to submit their municipal accounts or lease agreements.
- The Rand West City Local Municipality has approved the authorisation of a 2% Corporate Social Responsibility (CSR) Levy inclusive of vat, to be deducted from all successful service providers that are doing business with RWCLM. The Rand West City Local Municipality Corporate Social Responsibility will cover initiatives such as
  1. Education
  2. Socio-economic development
  3. Sport, Arts, Culture and Recreation
  4. Differently abled persons, previously disadvantaged grouping and marginalised communities amongst others
  5. Other Corporate Social Responsibility Initiatives

**NB: No bids will be considered from persons in the service of the state.**

**2. BIDDERS SHOULD ALSO TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- The Rand West City Local Municipality Supply Chain Management Policy will apply.
- The Rand West City Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the bid in whole or in part.
- Bids, which are late, incomplete, unsigned, faxed or sent electronically, will not be accepted.
- The latest General Conditions of Contract and any Special Conditions of Contract will apply.
- Where applicable the bid will be evaluated on local production content the minimum threshold as stipulated by the DTI in each designated sector will apply.
- For all procurement that exceed 10 million, (all application taxes included) bidders must submit the audited annual financial statements for the past three years.
- The municipality reserve the right for appoint more than one service provider.
- CIDB Grading: NOT APPLICABLE

**COMPULSORY BRIEFING SESSION: 15 July 2026 @ 10:00am corner Second Street and Felder Street, Randfontein, Stores Department**

**Acknowledgement**

\_\_\_\_\_  
Signature



**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	Bid No: RWCLM-2/001/2026-2027	CLOSING DATE:	05 August 2026	CLOSING TIME:	11H:00
DESCRIPTION	Re-advert Appointment of a service provider for supply, installation and maintenance of an online vending and smart revenue protection system, including revenue protection for the period of thirty-six 36 months.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>
<b>CORNER SECOND AND FEDLER STREET</b>
<b>RANDFONTEIN, 1760</b>
<b>STORES DEPARTMENT</b>
<b>OPPOSITE ELEGANT GARAGE</b>

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No
	[[IF YES ENCLOSE PROOF]				[[IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Finance	CONTACT PERSON	M Manyisa
CONTACT PERSON	Mis Naledi Madonsela	TELEPHONE NUMBER	010 496 7126
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	mosimanegape.manyisa@randwestcity.gov.za
E-MAIL ADDRESS	<a href="mailto:naledi.madonsela@randwestcity.gov.za">naledi.madonsela@randwestcity.gov.za</a>		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2022 AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

# **TENDER SPECIFICATION FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, INSTALLATION AND MAINTENANCE OF AN ONLINE VENDING AND SMART REVENUE PROTECTION SYSTEM, INCLUDING REVENUE PROTECTION FOR THE PERIOD OF THIRTY-SIX 36 MONTHS.**

## **INTRODUCTION**

The Rand West City Local Municipality (RWCLM) herewith invites bidders for a multi-utility online vending solution, Large Power Users (LPU) and Automated Meter Reading (AMR) system, that will be fully integrated with the existing financial system, applications and functions on the existing electronic infrastructure. This appointment will go to a well-established service provider to assist the municipality to render and sustain a comprehensive Revenue Enhancement Service to improve Revenue Collection and Service Delivery.

## **DISCUSSION**

RWCLM requires the service provider to be able to provide Online Vending services and revenue protection for a period of 36 months.

The RWCLM needs a suitably qualified and experienced service provider which are able and capacitated to implement the entire scope of works.

### **SECTION A: PREPAID ELECTRICITY AND WATER VENDING SYSTEM**

### **SECTION B: THIRD PARTY VENDING**

### **SECTION C: REVENUE PROTECTION**

### **SECTION D: LARGE POWER USER (LPU) SUPPLY, INSTALLATION AND MANAGEMENT OF A REMOTE METER READING AND METER DATA MANAGEMENT SYSTEM FOR LARGE POWER USERS**

The baseline is for the design, supply, install and monitor functioning of electrical and water Smart meters system in the areas within the RWCLM licenced area.

## **MAIN ACTIVITY**

- a. The supply, delivery, installation, training and commissioning of an online vending and AMR solution for electricity and water STS meters, including a cloud based back-end, billing system integration and distributed 3<sup>rd</sup> party 24-hour vending, offered by the bidder within the framework and performance specification as detailed in this document.
- b. Disbursement of Free Basic Electricity and Water to indigent households.
- c. 24-hour stand-by and technical support required as detailed in the tender document.
- d. Disaster recovery and business continuity as required.
- e. Arrears collection through vending system.
- f. Perform revenue protection as defined in policy and by-laws.
- g. Assist the municipality to improve financial management, internal controls, data integrity to become financially viable.
- h. Supply, deliver and maintain an online bill presentation and bill payment capability.

- i. To execute an extensive customer/stand meter data audit, review process with the objectives being to have reliable data sources that will consolidate the base for accurate meter readings, prepaid purchases, timely billing, etc.

## REQUIREMENTS

### USE OF REASONABLE SKILL AND CARE -

In applying the scope of work, it is expected of the service provider(s) to render services that commensurate with the highest expectations of professionals in the industry and to ensure that all legislative requirements are met.

It is expected of the service provider to take ownership of the project and to facilitate a process that commensurate with the integrity of the municipality as a public institution to ensure successful completion of project within budget estimates and time frames.

It will also be required of the service provider to report back at project management team meetings and to contribute to reports on the process progress and outcomes to the relevant officials and/or committees if need be.

It will be required of the service provider to prepare a detailed phased project program for the project within 2 weeks of appointment. This must include system testing and user acceptance. The Service Providers are required to acknowledge the dynamics of proper planning for the practical completion of the project.

## NORMATIVE REFERENCES

The solution offered must be compliant with SABS 1524, the STS Specifications and SABS IEC 1036. The following standards contain provisions which through reference in the SABS 1524 constitute provisions of this specification.

<b>SABS 1524-1:1994</b>	Single-phase electricity dispensing systems, Part 1: Electricity Dispensers.
<b>SABS IEC 1036:1990</b>	Alternating-current static Watt-hour meters.
<b>NRS 009-4-2:1994</b>	National electricity meter cards and associated numbering standards section two national electricity meter number. (Replacing MCI57).
<b>MC 115</b>	National electricity meter card specification for ED's (will be replaced by an NRS spec in future)
<b>IEC 62055-41/51/52</b>	Standard transfer specification edition 2, STS600-8-6
<b>ESKOM XMLVend 2.1</b>	Eskom's specification for standardisation of vending client/server protocols

<b>NRS 009-1:1994</b>	Electricity Sales Systems Part 1: Glossary system overview. Preferred requirements for applications in the electricity and water supply industry.
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## **DETAILED SPECIFICATION OF VENDING SYSTEM**

### **SYSTEM CONFIGURATION -**

- In assessing the hardware, software, network infrastructure availability and requirements at each of the current vending offices, the bidder must keep in mind the system configuration required by the municipality and utilise the current infrastructure belonging to the municipality. It remains the responsibility of the bidder to ensure compliance with the minimum requirements and to provide the required upgrades where required.
- The vending system must be TCP/IP compliant and functional over Ethernet on a LAN/WAN environment. WIFI, GPRS, ADSL and Diginet lines must also be accommodated.
- The vending solution offered by the bidder must be capable of managing and vending to Water and Electricity STS compliant meters from a common platform and user interface. A single consumer record must have the capacity to have Electricity and/or water meters linked to it.
- A hosted database configuration set is required with standby disaster recovery capability for business continuity.
- A disaster recovery plan shall be provided with all necessary hardware and infrastructure utilised.
- Assurance of business continuity in the event of catastrophic systems and / or communications system breakdown in the municipal environment must be provided. A description of associated redundancies built into the solution offered must also be provided
- The system should have the capacity to provide for a monthly update of a local database copy in the municipality premises as and when required.

### **PHYSICAL LOCATION OF SERVERS AND WORKSTATIONS -**

The configuration envisaged by the municipality is one where the management and vending server(s) will be located off-site in a high availability environment with redundant power and connectivity. Full disaster recovery and business continuity will be provided for.

Vending workstations (credit dispensing units) will be required at each of the vending offices. The system must not be limited to existing workstations and locations.

### **SYSTEM CAPACITY -**

The system shall be designed to ultimately accommodate a minimum of 200 000 consumers/meters. The system must have the capacity to retain transaction history (estimated 50 million transactions) in the live database and older transactions in an archive database. Any system limitations shall be indicated by the bidder.

### **PERFORMANCE SPECIFICATION**

- A full and detailed functionality description of the system shall be provided by the bidder.
- The tender shall not focus on provisioning computer hardware since the Municipality will use existing infrastructure where possible. For this reason, it is also imperative that bidder should be quite clear on where the Municipality's hardware and/or networks lack the capability and/or capacity to function properly with the system proposed by the bidder and the bidder should indicate the cost of additional or replacement infrastructure.
- A detailed graphical drawing depicting the proposed network and system layout must be drafted to clarify and indicate solution functionality. Should changes be required, full specifications and pricing must be provided.
- The system proposed by the bidder should at least make sure that:  
Different servers are utilised for different applications such as:
  - ✓ *Database functions*
  - ✓ *Management applications*
  - ✓ *Transactions*
  - ✓ *Encryption / Security*
  - ✓ *Disaster recovery*

## **SECTION A:**

## **PREPAID ELECTRICITY AND WATER VENDING SYSTEM**

### **1. SOLUTION ARCHITECTURE AND DATABASE**

The prepaid vending solution shall be designed using a relational database management system (RDBMS) and must operate as a secure client-server system. The solution must support deployment in:

- Municipal LAN/WAN environments
- Cloud, hybrid, or on-premises hosting models
- Multi-site vending environments with centralised control

The system must support high availability, scalability, and redundancy appropriate for municipal revenue environments.

### **2. SUPPORTED OPERATING SYSTEM AND PLATFORMS**

The solution must support modern servers and client environments, including:

#### Server Platforms

- Windows Server 2016/2019/2022 (or later)
- Linux server environments (optional but preferred)

#### Client Platforms

- Web-based vending and management interfaces accessible via modern browsers
  - Support for Windows 10/11 client workstations
- Legacy platforms such as Windows XP and Windows Server 2003/2008 are not required.

### **3. NETWORKING AND ACCOMMODATION**

The solution should operate over Ethernet/IP networks using TCP/IP and must support real-time online operation over available networks including, but not limited to:

- Fibre / ADSL
- LTE / 3G / 4G / 5G
- Wi-Fi
- Diginet / MPLS / VPN
- Private APN (where applicable)

The solution must be optimised for low bandwidth and high latency environments typically found at remote vending points.

### **4. STANDARDS COMPLIANCE AND INTEROPERABILITY**

To simplify third-party integration, the system shall comply with:

- Eskom XMLVend 2.1 or later

It is preferred that the system supports native XMLVend processing without requiring translation middleware.

In addition, the solution must provide a modern integration layer supporting:

- RESTful APIs (JSON)
- Secure authentication for integrations (API keys, OAuth2, JWT or equivalent)
- Documentation and test interfaces for third-party integration.

## **5. SINGLE CENTRALISED DATABASE AND REAL-TIME PROCESSING**

The solution should operate as a single centralised database solution where both vending and management functions are performed.

- Updates to customer data must be available immediately at all vending terminals.
- Transactions processed at any vending outlet must be available immediately for reporting, monitoring and reconciliation.
- The solution must support multiple utility types (minimum electricity and water) within the same system.

## **6. VENDING TERMINAL APPLICATION REQUIREMENTS**

The vending terminal solution shall be delivered as:

- A web-based vending application OR
- A managed application capable of automatic updates from the host environment

The vending solution must support:

- Multiple outlets and multiple terminal users
- Role-based access control
- Secure login and session control
- Transaction printing or digital receipt capability

All terminal communications must be encrypted and secured.

## **7. SECURITY AND DATA ENCRYPTION**

Security must be implemented using industry's best practices in the industry, including:

- TLS 1.2 or higher for all communications
- Strong authentication and authorisation controls
  - Multi factor authentication
  - 30 seconds inactivity time-out

- IP lock features.
- Role-based permissions and user management
- Audit logs for vending transactions, administrative actions, and customer/meter changes

Connections must be secured between vending terminals, management interfaces and the central server.

## **8. INTERNET AND MOBILE PREPAID VENDING CAPACITY**

The system should provide the capability for prepaid vending via the internet or intranet and mobile platforms, should the municipality activate these options.

Customers must be able to purchase prepaid electricity and/or water via:

Web Self-Service Portal -

A registered service on the web where customers can register and manage their profile, authenticate securely for each transaction, purchase prepaid tokens, and access transaction history and receipts.

Mobile Application -

A mobile application (Android and iOS preferred) allowing customers to authenticate securely, purchase prepaid tokens, and view purchase history and receipts.

All transactions must be processed against the live municipal vending system, and municipal vending rules and credit control rules must apply.

## **9. INTEGRATION TO FINANCIAL MANAGEMENT SYSTEM AND OTHER VENDING MECHANISMS**

The system shall cater for integration with:

- The municipal financial system (billing and revenue system)
- Other vending mechanisms including automatic cash handling machines, self-service terminals/kiosks, and third-party vending networks

The bidder must provide an API specification and integration approach to support third-party providers. The bidder shall assist with integration testing.

## **10. LOW BANDWIDTH AND REMOTE VENDING SUPPORT**

The system must be capable of functioning efficiently on low-bandwidth connections between remote vending points and the central system.

The bidder must provide:

- Optimised message payload sizes

- Resilience to unstable connections
- Transaction retries and validation mechanisms
- Clear specification of network requirements and maximum payload sizes

Municipal network connection points must be supported including GPRS/LTE/Wi-Fi/ADSL/Diginet as applicable.

## **11. NEAR REAL-TIME INTEGRATION AND DATA EXCHANGE**

The system shall support near real-time integration or API-based import/export for municipal processes including but not limited to:

- Arrears balances
- Collections
- Vending sales transactions
- Customer and meter updates

The bidder must describe the integration methods and provide technical documentation.

### **1. mSCOA COMPLIANCE**

The bidder must indicate their approach to supporting mSCOA requirements, including:

- Data exchange formats between systems
- Transaction classification and reporting outputs
- Audit-ready reporting and reconciliation support.

## **12. DATA RETENTION AND REGULATORY COMPLIANCE**

The system must provide secure storage and retention of all information required for compliance with applicable financial regulations, including:

- All vending or sales transactions
- Token issuance details
- Audit logs and user activity
- Reconciliation and reporting history
  - SOC 1 AND 2 reports
  - Independent audit reports into their environment
  - Monthly Backup and DR quarterly reports tests with certificates
  - Password configuration

The solution must support backup and recovery processes appropriate for municipal operations.

## **13. WEB-BASED MANAGEMENT AND REPORTING**

The system must provide a web-based management interface for municipal staff, accessible via intranet and internet, supporting:

- User management and access control
- Outlet and terminal administration
- Customer and meter administration
- Reporting and reconciliation
- Export to PDF/Excel/CSV formats

Access must be supported via modern browsers such as Google Chrome, Microsoft Edge, Mozilla Firefox, and Safari (optional).

#### **14. TAMPER MONITORING AND NOTIFICATIONS**

The solution must cater for tamper monitoring and notifications supported by metering technologies, including:

- Tamper and event reporting
- Exception reporting dashboards
- Notification mechanisms (email/SMS/system alerts)

#### **15. BIDDER RESPONSE REQUIREMENTS - MANDATORY**

Bidders must include in their submission:

- a) System architecture overview (deployment model)
- b) Database technology and hosting requirements
- c) Security controls and encryption approach
- d) XMLVend compliance statement (version supported)
- e) API specification and integration approach
- f) Low-bandwidth operational strategy
- g) Reporting and reconciliation capabilities
- h) Data retention and backup strategy
- i) mSCOA support approach
- j) Implementation and integration testing plan

#### **SYSTEM / OPERATION REQUIREMENTS**

##### **GENERAL -**

The administrator(s) must have the option to link directly into the server from their offices for e.g. management, reports, etc. Maintenance staff must have the option to link to the system over a 3G data connection or better from remote locations to perform customer maintenance functions. The best connection available in the areas will be required to be used.

All licenses required must be clearly defined and a list provided with license cost. All limitations must clearly be indicated.

All current data on the current vending systems used by the municipality must be catered for on the supposed vending system. The last 3.5 years data must be migrated into the supposed vending system from the current vending system.

#### **ACCESS -**

It must be possible to allocate access rights into the system into users and user groups. Access rights allocations shall be transferred during the data migration process and distributed throughout the system. The vending system must allow for activation of password ageing functionality. If this function is activated, the password of the user shall expire after a definable amount of time. Early password expiry warnings must be available. In addition, a concurrent log-in limit for log-in attempts is also required. User IDs not used or disabled permanently must not be able to be removed from transaction history data. A full audit trail on user IDs and movement must be kept. Access rights must be configured by the municipality

#### **ARREARS -**

The vending system offered by bidder shall make it possible for the municipality to deduct arrears from moneys tendered by consumers to purchase pre-paid electricity and / or water. The vending system must be able to define within the applicable arrears scheme and/or credit control policy of the municipality different arrears recovery categories/indexes. Within each category or index, the system shall allow for various recovery alternatives. This must be included and enforced in all electricity dispensing strategies and/or systems, inclusive of third-party vending systems.

The system shall allow for at least:

- Fixed percentage of transaction recovery
- Availability charge recovery on a monthly or daily basis
- Full arrear payment recovery
- Partial or percentage-based arrear recovery and limited sales

#### **BLOCKING -**

The vending system offered by the bidder will allow for profiled blocking of purchases by customers based on arrears balances in specific account types. Blocking will be configurable by account type and will allow for either no sales or limited monthly sales to customers with arrears balances.

Customers with shared service accounts will all be unblocked simultaneously when any one blocked account is paid in full.

The system must allow for a once off sale after the blocking, limited to an amount which must be configurable by the municipality

#### **mSCOA -**

The service provider must indicate their approach to the requirements of mSCOA with respect to data exchange between systems.

#### **ENGINEERING -**

The system must make provision for the generation of all STS engineering vouchers directly from the management terminal and these vouchers can be printed, viewed (without printing) or sent via SMS.

A smart phone-based Engineering application must be provided and should be configurable on any smartphone irrespective of the operating system. The application must allow for issuing of engineering tokens and for field meter replacements with an audit trail including GPS coordinates.

#### **FREE ISSUES / REPLACEMENT TOKENS -**

The vending system should allow the issuing of vouchers free of charge with the requirement to add reasons and free text notes to each issue.

#### **KEY MANAGEMENT -**

The vending system must support the upload of key management files (KMF) into the system database to configure and connect encryption devices, for STS encryption algorithms. This can be used to load details of new area keys into the encryption device.

STS certification is required, in the name of the bidding company, to a minimum of STS Edition2: IEC62055-41 Ed3, including Electricity and Water units and currency vending and Key Management and Engineering tokens, conforming to a minimum of Edition 1.9 of the STS standards.

#### **UP-FRONT VENDOR CREDIT MANAGEMENT -**

The vending system should allow a limit for credit that any individual terminal or group of terminals in the system can issue without re-authorisation. This amount can be defined per terminal.

The credit update of a terminal must be done by a supervisor (or another user with appropriate access rights) updating the credit limit via the management interface. All updates will be recorded; the records will include the previous credit balance and the user identity, the date and time of the update and a reference field with free text entry. The update will automatically print for audit purposes.

Electricity token limits will be set at terminal group level. These limits may be exceeded by operators with the input of a password to confirm the transaction value.

#### **MESSAGES -**

The vending system should allow the utility to define voucher messages that are printed at the bottom of the printed voucher. The municipality must have the option to change the messages according to requirements.

#### **REGISTRATION -**

The vending system must be able to track any historical connections between the meter, point of connection and the consumer.

#### **VENDING -**

Vending to a consumer shall only be possible when a point of connection and meter are linked to the consumer and a tariff has been selected. The customer must still be able to do payments although blocked for pre-paid electricity sales.

Should the information on the database differs from the information on the meter card, no token must be generated.

#### **SEARCH AND FILTER -**

The vending system should support full search for the following items in registration:

Stand number, Unit number, Consumer surname, first names, ID number, postal address details, comments, blocking codes, account number, point of connection (which can be the same as the stand/unit number, meter serial number.

All of these searches can be incremental searches or full word searches. Once the search criteria are entered, the system must display the first record matching the search condition or the closest field at any one time for the search.

#### **REPORTING -**

A monthly comprehensive report, detailing all sales, trends, tampering in stats and graphs formats and any other information that may be required shall be provided.

The vending system should support a set of standard reports and the capability to customise and / or create new Reports. The bidder undertakes to add or alter reports according to the needs of the Municipality for at least the first six months free of charge.

Printer selection and formatting according to operating system availability must be supported. Exporting of all reports to at least Excel or PDF must be supported. The standard reports required should include:

#### **STANDARD OPERATOR REPORTS -**

- ✓ *Operator actions between dates grouped by date*
- ✓ *List of all users registered on the system*
- ✓ *List of all the user's groups and their functions*
- ✓ *List of all the groups and their respective functions*

#### **STANDARD CONSUMER REPORTS -**

- ✓ *Number of consumers registered by town between dates*
- ✓ *List of POC'S grouped by system area code*
- ✓ *List of all STS meters registered on the system*
- ✓ *List of towns registered on the system*
- ✓ *List of disconnected meters by POC between dates*
- ✓ *List of disconnected meters by disconnect reason between dates*
- ✓ *Consumer information for POC'S*
- ✓ *Total new connections per town*
- ✓ *Total installed meters per town*
- ✓ *Meter replacements per town*
- ✓ *All consumers in alphabetic order*

#### **STANDARD TRANSACTION REPORTS -**

- ✓ *List of transactions grouped by date between dates*
- ✓ *Sum of transactions grouped by transaction type and tariff*
- ✓ *List of credit and debit card transactions between dates*
- ✓ *Total electricity bought between dates by consumer*
- ✓ *Free issues between dates per meter*
- ✓ *Cheques List between dates*
- ✓ *Low purchases of electricity over a specified period*
- ✓ *Total electricity bought in the last 30 and 90 days*
- ✓ *Breakdown of consumer's purchase times between dates*
- ✓ *Balancing report of credit amounts used against physical transactions*

- ✓ *Reversals between dates*
- ✓ *Summary of all ends of shifts for a user between dates*
- ✓ *All transactions for a meter between custom dates*
- ✓ *Arrears owed by consumer*
- ✓ *Daily cash reconciliation report*
- ✓ *All transactions for an account between dates*
- ✓ *Low consumption report*
- ✓ *Indigent high purchase report*
- ✓ *Total sales by town*
- ✓ *Total sales by operator*
- ✓ *All transactions for one shift on one user*
- ✓ *Shift details for one user*
- ✓ *IBT customer purchase breakdown with graph*
- ✓ *IBT month sales analysis by Tariff Class*

#### **ENGINEERING REPORTS -**

- ✓ *Current power limit for a meter*
- ✓ *Current power limit for all meters*
- ✓ *Audit trail on Amperage changes*
- ✓ *Reports in the vending system must be able to be previewed before printing.*

#### **SOFTWARE -**

The vending system should be able to use/support the Windows 10, or later software/operating systems. Where systems / operating systems are upgraded, the vending systems must be configured to support such upgrades.

#### **TARIFFS -**

The vending system must support the use of vending-based tariffs. The system must cater for pre-defined tariffs by date to be created in advance. Tariff structure of current vending systems must be accommodated.

Meter Tariff Index and Customer Tariff Class must not be linked in the system to avoid key changes when tariffs are changed, for instance from an Indigent to Domestic tariff.

#### **BLOCK TARIFFS -**

A block tariff module or approved stepped tariffs must be able to be defined.

#### **VALUE ADDED TAX (VAT)**

The vending system shall support the use of vending-based VAT where the VAT is calculated at the time of vending.

## **SECURITY –**

The vending system interconnections shall be secured with mutually authenticated SSL certificates. The bidder must describe the process of issue and management of these certificates.

Passwords must meet the Auditor General's requirements in terms of complexity and expiry. An optional One-Time Pin for system administrators must be provided for.

## **ACCOUNT PAYMENTS -**

In vending, it should be possible to pay off arrears amounts or portions thereof separately from the purchase of actual electricity or water.

The solution shall also allow for debtor payments and sundry payments when required by the municipality. This functionality will allow and provide the Rand West City Local Municipality with the capability of collecting account payments, arrear amounts as well as sell pre-paid services.

The business rules of the municipality will always apply. Current account amounts, arrear amounts, linked account amounts and blocking codes will be transferred from the financial system to the vending system.

The system must make provision for capturing of debit, credit card and on-line banking payments and cancellation of payments (not tokens). Cancellation options must be linked to access rights.

**NOTE:** The debit card and credit card options must be configurable for each workstation.

The system must work in such a manner that the water or pre-paid electricity sales as well as the account payment amount be deducted from the credit amount on the dispensing unit.

The system must make provision for account payments on conventional meter accounts and rates accounts.

The cashier must be warned before a transaction is finally accepted.

The system must allow the cashier different search options but at least the following:

- *Swipe meter card*

- *Manual key in meter number*
- *Manual key in billing account number*

## **VENDING AMOUNTS -**

For each workstation in a vending system, a list of predefined typical purchase amounts must be able to be setup individually.

## **SECTION B:**

### **THIRD PARTY VENDING**

The service provider must be integrated with third party vending providers to provision the municipality with a broad-based third-party footprint to sell prepaid electricity locally and nationally.

The footprint must include retail chain stores, banks, petrol stations web-based sales using credit card and/or EFT, and non-retail vendors. The service provider must indicate the process and cost, if any, of deploying additional footprint with non-retail (informal) vendors to areas where there is deemed to be insufficient coverage.

The service provider should indicate the process that they use to deal with non-retail (informal) vendors that are over-charging customers.

The service provider must describe in detail their remittance process where monies collected are paid across to the municipality. This must include payment schedules and administration requirements.

A list of vending sites or proposed vending sites, retail stores and banks that will be made available must be provided.

Please note: the municipality will not allow voucher-based vending to its customers.

### **IMPLEMENTATION AND COMMISSIONING -**

The bidder shall be responsible for the conversion of current RWCLM system data, historical transaction and all meter related data to the new system of which the cost must be included in the proposal.

The bidder shall be responsible for the conversion of the current RWCLM system data, historical transaction records, and all meter-related data to the new system, with all associated costs to be included in the proposal. Throughout the migration process and thereafter, the Municipality retains full ownership and sovereignty over all such data, and the bidder shall not claim any right, title, or interest therein. The bidder must ensure that all data remains under the Municipality's exclusive control at all times, is readily accessible to the Municipality in a usable, non-proprietary format

throughout the contract and after its termination, and is stored within jurisdictional boundaries as specified by the Municipality's data retention policy. Upon contract completion, expiry, or at the end of the mandated retention period, the bidder shall securely and irreversibly dispose of all copies of the Municipality's data held in its systems, backups, or archives, and provide written certification of such disposal to the Municipality. The bidder further agrees to handle all data in compliance with applicable data protection and records management laws, and any failure to uphold this sovereignty and retention obligations shall constitute a material breach of contract.

## **SYSTEM CHANGES AND ENHANCEMENTS -**

The bidder shall indicate corporate policy requirements on system enhancements and changes, including mSCOA compliance and the upcoming key rollover.

## **SECTION C**

### **1. REVENUE PROTECTION**

The bidder will provide an audit application which are not limited to a single operating system, which utilises the phone GPS and camera to record audit data, as well as referencing back to the vending system to validate customer and address details.

Data such as last purchase dates and averages shall be presented to the auditor for them to make informed decisions while they are carrying out the audit. The application must allow for job card functionality, scheduling of audits and routes.

As well as recording audit data, the application must allow for meter replacements and for basic engineering tokens to be made, according to the user profile.

The application must also allow for offline audit operations as these are data intensive and must be synchronised when the user is in a Wi-Fi zone.

Audits must be reported on and reviewed from a web portal which shows the audit activity on a map and is able to present the GIS data to the municipality for loading to their GIS systems. Further to this, the spatial data must be made available to be incorporated in the mainstream vending solution once the audits have been completed.

The audit process must include data cleansing, with updates for account numbers and customer data as a minimum. Any fines or charges to be levied to the customer for tampering must be automatically calculated or must be recorded for approval and implementation at a later stage.

Revenue protection staff must be accredited in Law Enforcement as required by the municipality to issue penalties to the public with respect to tampering. The municipality will take care of getting the staff accredited.

## 2. COMPLIANCE SCHEDULE (VENDING)

**To be completed by the bidders (compulsory):**

No.	Question	Yes / No	Comments
1	Does the system comply with all the STS specifications listed in the tender? STS certificate to be supplied in the name of the bidders the system certified for Electricity and Water vending?		
2	Does the system allow for configuration by the municipality for various system requirements?		
3	Is a list of system limitations attached?		
4	Is a full, detailed functionality description of the system attached?		
5	Is there a detailed strategy for the upcoming TID rollover included with an indication of cost to the municipality?		
6	Is a detailed graphical drawing of the proposed network and system attached?		
7	Is a detailed disaster recovery plan attached?		
8	Is a comprehensive 3rd Party payment remittance process attached?		
9	Are different servers utilised for different applications e.g. transaction server, management server, etc.?		
10	Is this a single database solution with no data transfer or replication required?		
11	Does the system have the capability to provide pre-paid services to Electricity and Water customers using a single interface? Does a single Customer record link to multiple meter account types?		
12	Does the system integrate to other mechanics such as automatic cash handling machines, self-service terminals and other third-party options using Eskom's XML Vend as an interface language		
13	Is the system native XML or does it require a translation interface or XML based vending		
14	Does the system allow for convenience charges to be charged at specific vending outlets over specific periods?		
15	Does the system provide for integration to the other systems in use at the municipality through the following options: API or periodic bulk export/import/registration of data/meter to and from other business systems, on-line real-time per transaction synchronisation of data? Have the requirements of mSCOA been addressed in the offer?		
16	Does the system comply with financial services regulations regarding storage of data?		

17	Does the system provide WEB integration for management functionality and reporting? Specify what standard will be used.		
18	Can the administrators log into the servers directly from their offices? Can admins log in remotely over the internet?		
19	Is a list of license requirements with limitations attached?		
20	Does the system provide for the management of smart metering?		
21	Does the system provide access rights into the system for users and groups?		
22	Does the system provide for user ID disabled or removed to remain in history transaction data?		
23	Does the system provide for arrear recovery in line with the credit control policy of the municipality?		
24	Does the system provide for at least the following arrear recovery alternatives: fixed percentage of transaction recovery; service-based recovery; full arrear payment recovery; partial arrear payment recovery with limited electricity sales?		
25	Does the system provide for "free issues" (EBSST token) to be Sims'd to specific customers?		
26	Does the system allow a "free issue" (EBSST token) to indigents without having to purchase electricity or pay arrear amounts even if system is set to full arrear recovery?		
27	Does the system print "duplicate invoice" or "copy invoice" on a receipt if the "free issues" (EBSST token) is requested more than once in a calendar month?		
28	Does the system allow the generation of all engineering tokens directly from the system master station?		
29	Does the system allow all engineering tokens to be either printed, viewed without printing or sent through SMS?		
30	Does the system support all the different types of engineering vouchers as specified in the tender?		
31	Does the system provide for up-front vending?		
32	Can the abovementioned amount be defined per workstation?		
33	Does the system provide messages at the bottom of the token voucher which can be changed by the municipality according to the municipality's requirements?		
34	Does the system keep all historical connections between the meter, point of connection and the customer?		
35	Does the system allow vending when a point of connection, meter or tariff is not linked to a customer?		
36	Does the system allow payment of accounts although a blocking code is active that does not allow the customer to purchase pre-paid electricity tokens?		

37	Does the system provide at least the standard reports as stipulated in the tender?		
38	Does the system allow for preview of reports before printing?		
39	Is a statistical MONTHLY management Report provided? Is a sample provided?		
40	Does the system support the use of vending-based tariffs?		
41	Does the system provide pre-defined tariffs by date to be created in advance?		
42	Does the system accommodate the current vending structures of the municipality?		
43	Does the system support IBT (stepped tariffs)?		
44	Does the system support vending-based VAT that is calculated at time of vending?		
45	Does the system provide for batch numbers to follow sequentially and print a breakdown of all money received separately?		
46	Does the system provide for the payment of arrear amounts, current amounts or linked account separately from purchasing pre-paid electricity tokens?		
47	Does the system provide for the cashier to enter the full amount from which the arrear amount will automatically be deducted, and the remainder of the money will then automatically be allocated to pre-paid electricity sales?		
48	Does the system make provisions to warn the cashier before finalising any transaction?		
49	Does the system provide for integration of historical data?		
50	Is a list of current system users with full contact details supplied?		
51	Was an assessment of current infrastructure done and an optimum solution recommendation attached?		
52	Is the system TCP/IP compliant and able to operate real-time over Ethernet on a LAN/WAN/WIFI/GPRS/3G/EDGE/4G/5G/HSDPA/ADSL/DIGINET environment available in certain areas?		
53	Does the system support vending stations run on at least Windows XP?		
54	Are all communications between client and server secured by mutually authenticated SSL certificates?		
55	Is provision made for periodic data synchronisation with an off-line database in the municipal environment?		
56	Does the system support access through any web browser and the latest version of the standard Microsoft Internet Explorer and always keep up with updates by Microsoft?		

57	Does the system function under low-bandwidth requirements with minimum packet size? Please specify the bandwidth.		
58	Does the system cater for a monthly indigent update from file		
59	Is there an aggregator support letter attached?		
60	Is a policy regarding overcharging by vendors included		
61	Are all ISO Certificates provided in the name of the bidder or their technology provider?		
62	Are there at least 3 options to allow the municipality to choose updates with regards to using contractors, municipal staff or a self-service option.		
63	Is a broad-based third-party vending footprint provided to municipalities including major retail, major banks, informal sector and web vendors?		

## **STS COMPLIANT PREPAYMENT WATER METER SPECIFICATIONS**

This specification highlights requirements for the supply and installation of a Prepaid Water Meter, which must, together with all electronics function as one system in a meter box, hereinafter called a Water Metering System.

Failing to provide details of the STS compliance water metering systems will render the bidder non-responsive.

The System must include the following:

- Meter Box functions as either a Volume Limiter or complete Prepaid Water Meter using an electronic Prepaid Water Controller (PWC),
- A remote Consumer Interface Unit (CIU) for installation inside the house
- A Field Maintenance Terminal (FMT) to assist in Installation,
- Diagnosis and Fault Finding.

The Water Metering System shall conform to the Standard Transfer Specification (STS) standards for the transfer of credit through third party STS compliant Vending Systems. No other Water metering System that is not STS compliant will be considered.

## **SECTION D:**

### **LARGE POWER USER (LPU) Supply, installation and management of a Remote Meter Reading and Meter Data Management System for Large Power Users**

#### **Scope of work**

The municipality is requesting the service provider in technical/infrastructure to do the electricity meter audit, install and commission an online meter management system and install electricity meters for industrial/commercial consumers for the municipality.

Electricity losses are classified under technical and non-technical losses which are termed distribution losses. The technical losses are attributed to the inherent network losses which are the results of electricity transmission and distribution from the point of supply to the point of consumption. The electrical equipment such as transformers, cables, powerline, switchgears, metering equipment, etc. contribute significantly to the technical losses.

Non-technical losses can be reduced by a utility service provider such as the municipality, they typically relate to administrative errors, illegal connections, tampering with metering devices, unmetered connections, and billing errors. The management of these non-technical losses are essential due to the amount of revenue lost. One of the impact initiatives to curb losses is Large Power Users (LPU) meter monitoring and verification.

LPU Customers contribute the highest in revenue averaging 64% across the municipalities and typically has the lowest number of customers. General challenges relate to amongst others:

- Inefficient metering of LPU leading to revenue losses
- Tampering with installations and or metering equipment
- Inaccurate billing of LPU leading to revenue losses
- Loss of revenue due to incorrect tariffs

This bid calls for the services of a reputable and experienced remote metering, meter data management and billing service provider to manage the municipality's metering readings via an Automated Meter Reading (AMR) system for the period of 36 months.

- Install, commission, maintain and manage meter data acquisition systems for large power users and other metering points identified and agreed upon by the municipality and service provider .
- Continuously attend to all communication, equipment, and other functional related problems.
- Provide suitably formatted monthly billing file, that can be uploaded to the Municipal billing system
- Provide a customer web portal
- Verify compliance with the correctness of the existing metering equipment to ensure that it complies to the minimum requirements and standards
- Provide the relevant communication modules with cellular APN service.

#### **Detailed auditing of LPU meter installations and configurations.**

After completion of the metering installation point audits, the following information must be available to the municipality on an audit report reflecting the following data:

- Business name or Customer name
- Physical address
- Clearly visible picture of meter- Indicate Brand name
- Clearly visible picture of meter- Indicate all seal numbers
- Clearly visible picture of complete Installation
- GPS coordinates of meter
- GPS coordinates of kiosk feeder
- GPS coordinates of mini-sub feeder
- Circuit breaker Size
- CT Ratio
- Modem information that includes, manufacture, make, and model
- SIM card: Cell number or IP address
- Measurements of phase voltage and currents on all phases
- Additional remarks if needed

- Recommendations to normalise a metering point, should this be required
- Name of person that audited the meter
- Date the metering installation was audited
- Utilise test equipment with a valid calibration certificate, the test equipment shall be able to verify the installed Current Transformers, Operation of the meter and the wiring of the meter installation. Minimum requirements:
  - The equipment must be able to test 2, 3 and 4 wire meter installations.
  - Clamp on CT's will be at least Class 0,5
  - Phasor diagrams must be part of the printed report

### **Requirement for the LPU AMR Management System**

- Metering monitoring reflects half hourly current value consumption.
- Various programming and setup options for your measuring device(s)
- Visibility of your reactive energy and demand
- Profile Graphs reflecting consumption
- Ability to calculate Time of use consumption
- Monitoring phasor values including power factor
- Historical data comparison (kWh, kVA, Rands etc)
- Data import/export capabilities
- Different tariffs capabilities
- Meter Events Log (tamper, lost phase etc.)
- Ability to customise various reports
- Ability to read different meter types
- Secure user access for customers and designated municipal staff to view real-time consumption- and billing data.

### **Monthly automated LPU meter readings and integration to the Municipal billing system**

All billing is based on 30-minute demand interval data (also known as load profile data)

The following demand interval data shall be read from meters for each half-hour demand period:

- Interval time stamp (indicating the end of the demand period)
- Active energy import
- Active energy export
- Reactive energy import with active energy import (Q1)
- Reactive energy import with active energy export (Q2)
- Reactive energy export with active energy export (Q3)
- Reactive energy export with active energy import (Q4)
- Status (Good / Suspect incomplete)

Billing registers are required to validate interval data and meters shall be programmed to perform an automatic billing reset at midnight on the last day of every month

Consumption data and billing register data shall be supplied by no later than close of work on the seventh calendar day of every month for the previous calendar month, in an electronic off-line format

The meter data acquisition head-end server shall be synchronised to South African National Time by means of a suitable connection to a primary South African NTP server.

### **Project objectives**

The project is aimed at achieving the following:

- Audit and report on the status of LPU metering equipment in the municipal supply area.
- Roll out an automated meter reading and monitoring system at agreed metering /supply points
- Reduce the losses in the industrial/commercial sector of the municipality electricity customers
- Provide quality and improved Municipal billing services to the industrial/ commercial base
- Improve the integrity in the metering to improve the collection of accounts
- Actively monitor and manage automated metering points

### **Key Responsibilities of parties**

The responsibility of the service provider in this project will be to:

- Prepare a detailed proposal for the municipality
- Provide detailed information about the experience of the company on the LPU
- Provide a project plan with timelines
- Produce monthly progress reports
- Produce a close out report on meter audit, online metering system and installation of meters.
- Attend Project steering committee meetings monthly, or per agreement

### **Skills and Experience required**

The successful service provider should demonstrate the following:

- A proven track record of extensive knowledge and experience in the municipalities
- A proven track record on the system, reports and produces better results on the LPU
- Field of electrical metering
- Online metering system
- Project team with necessary qualifications, skills and experience including electricity metering and electrical installations.

**PRICES MUST BE SUPPLIED IN THE FOLLOWING SEQUENCE AND FORMAT**

Description	Price Explanation	Percentages
Section A – Vending System	Please indicate as percentage of RWLCM turnover 2024/2025: <ul style="list-style-type: none"> <li>Internally =R 20 million</li> </ul>	
Section B – Third Party Vending and Vendor Management	Please indicate as percentage of turnover. It is important to note that the municipality will only be paying for cash deposit fees all transactional charges will be for the customer's account. RWLCM turnover 2024/2025: <ul style="list-style-type: none"> <li>Externally =R 220 million</li> </ul>	

Description	Price Explanation	Price (R)
Licensing Fees	Please provide licensing fees for the system proposed	

**SECTION C:**

**REVENUE PROTECTION**

Description	Price Explanation	Price (R )
Meter audit	Successful meter audit with Tampering.	
Meter audit visits	Meter not tampered/ No access	
Meter replacement	Meter replacement	

**SECTION D:**

**PROJECT PRICING SCHEDULE – LARGE POWER USERS (LPU)**

ITEM	DESCRIPTION/SPECIFICATION	QTY	UNIT PRICE (EXCLUDING VAT) YEAR 1	UNIT PRICE (EXCLUDING VAT) YEAR 2	UNIT PRICE (EXCLUDING VAT) YEAR 3
1	Full Audit of Metering installations (LPU) incl. Onsite Metes test	Per Meter	R	R	R
2	Supply, Install, and commission meter including communication module				

ITEM	DESCRIPTION/SPECIFICATION	QTY	UNIT PRICE (EXCLUDING VAT) YEAR 1	UNIT PRICE (EXCLUDING VAT) YEAR 2	UNIT PRICE (EXCLUDING VAT) YEAR 3
2.1	1 Phase direct online Meter (Equipment)	Per Meter			
2.2	3 Phase direct online Meter (Equipment)	Per Meter			
2.3	3 Phase 5A CT Driven Meter (Equipment)	Per Meter			
2.4	Communications Module (Equipment)	Per Unit			
3.	Labour Costs				
3.1	Install and Commission 1 Phase direct online Meter (Labour)	Per Meter			
3.2	3 Phase direct online Meter (Labour)	Per Meter			
3.3	3 Phase 5A CT Driven Meter (Labour)	Per Meter			
3.4	Install and commission communication module (Labour)	Per Meter			
3.5	Eskom bill verification	Per Account			
3.6	Systems Training	Per session			
3.7	Tariff structure adjustments and reprogramming	Unit			
3.8	Verify accuracy and integrity of metering point (as and when required basis- onsite metes test)	Per Meter			
4	Monthly Costs				
4.1	Monitoring and reading Fee	Per Meter	R		
<b>TOTAL BID PRICE</b>					

RWCLM requires a single supplier that meets the specifications of all 4 sections and supplies all the services related to all 4 the sections. Only bids providing pricing for all four sections will qualify.

For the purpose of ensuring a fair and equitable price comparison in terms of the PPPFA, only the percentage rates quoted under Section A (Vending System) and Section B (Third-Party Vending and Vendor Management) will be considered for price evaluation, as these constitute the primary pricing components of the tender. The rates quoted under Section C (Revenue Protection) and Section D (Large Power Users) will not form part of the price evaluation, as these services will be procured on an as-and-when-required basis.

**ADDITIONAL DOCUMENTATION**

The below listed documents are necessary for vetting and appointment purposes and should be included in the bids.

- The bidders are required to submit the unique security personal identification number (PIN) from SARS
- Registered on the CSD
- A certified copy of a SANAS accredited valid BBBEE Certificate
- Certified copies of the company registration document (CIPC)
- Certified Copies of Directors/Shareholders IDs
- Latest Audited Annual Financial Statement
- Detailed company profile
- Appointment letters/ references from the Municipalities for the LPU
- ISO 9001
- ISO 27001
- Membership of Professional Bodies
  - AMEU
  - SARPA
  - Council of Debt Collectors

**TECHNICAL REQUIREMENT**

The descriptions below are to assist the bidder to identify specific requirements for the items listed. Fill in the make and model offered. Tick either the “Comply” or “Do Not Comply” box for each of the requirements.

**NB. Non-compliance will invalidate your offer for the item.**

DESCRIPTION	Comply	Do Not Comply	Details of deviations. If not sufficient space, attach annexure of deviations.
SUPPLY of Remote Metering (AMR)			(Supporting documents must be

			attached)
<b>Features</b>			
Metering installation Section			
Meter Installation as per NRS057			
<b>Meter Audit Section</b>			
<p>As required by NERSA metering code.  A complete meter audit according to the NERSA meter code.</p> <ul style="list-style-type: none"> <li>• Wiring Audit to NRS 057.</li> <li>• CT's test block, modem etc.</li> <li>• Programming Audit.</li> <li>• Tariff Audit.</li> <li>• Correct tariff.</li> <li>• Metering Accuracy Audit</li> </ul> <p>Report on proposed changes/ repairs/  customer impact report</p> <p>Report on meter audit:</p> <ul style="list-style-type: none"> <li>• Meter information</li> <li>• CT Ratio</li> <li>• Metering Configuration – Existing</li> <li>• GPS Co-ordinates</li> <li>• Photo's</li> <li>• Meter Accuracy / Verification report</li> <li>• Meter Data (as per NRS 071) up to date</li> <li>• Meter installation compliance with NRS 057</li> <li>• Configuration of meter – Corrected</li> <li>• Meter display to be configured</li> </ul> <p>All meters to be sealed after audit  All housings to be locked to prevent public access (Padlocks supplied by bidder)  All meters shall be password protected.</p>			
<b>Data Retrieval Network Section</b>			

<p>There is no communication networks installed up to the metering points, the service provider shall make use of cellular communication</p> <p>The data retrieval network shall remain the property and responsibility of the service provider.</p>			
<b>Municipality Tariff Section</b>			
<p>The system shall allow for the programming of a wide range of tariff structures as per NRS 071</p> <p>Complete implementation of municipality Tariffs on hosted software</p> <p>Option to change the tariff associated with the meter</p>			
<b>Data Section</b>			
<p>The existing Municipal meter data shall be uploaded to the system</p> <p>The system shall store all the meter data for the complete period of appointment</p> <p>The service provider shall export / migrate the data to any other approved system at the end of the contract</p>			
<b>Master Station / Data acquisition System Section</b>			

<p>Hosted AMR system that can retrieve meter data from field installations via a communication network on a schedule or on demand from various geographical locations.</p> <p>The user accounts shall have various administrative rights, but the integrity of the data shall be maintained. Access to certain levels of information as required by the municipality must be customisable.</p> <p>System shall be in English</p> <p>The AMR system must be able to provide a detailed audit trail, that should include recording of transactions that were made: who made, when made and where they were made etc.</p> <p>The system shall permit the programming of a calendar with holidays</p> <p>The system shall be able to read any meter available on the Municipal system that utilised a standard protocol</p> <p>The following protocols shall be included: DLMS</p> <p>A system log shall be kept showing all transactions, user action, changes to the system, errors etc.</p> <p>Meters shall be read on a specific schedule, periodically (example: every 30 minutes)</p> <p>The system shall allow data to be retrieved from meter on demand</p> <p>The metering data shall be stored on a raid 1 or better system on the server</p> <p>The following data shall be stored on non-volatile memory Configuration data Register with metering data: Load profile</p> <p>The meter shall be backed up on an off-site location at least every 12 hours</p> <p>Shall allow the exportation of all meter data from the system to ASCII, TXT, XML, CSV, OR Excel files.</p>			
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<p>To ensure data integrity, the software shall have proven error detection and correction tools to verify that the transmitted and received data are the same.</p> <p>The master station shall make provision for multi-dropping at the remote site as per NRS071</p> <p>The AMR station shall cater for time synchronisation with meters.</p> <p>A time check to be performed every time the system accesses the meter.</p> <p>A record of any time adjustment shall be kept</p> <p>A disaster recovery plan shall be in place in case of master station failure</p> <p>The station time shall synchronise with SAST each day and not drift by more than 12 seconds per day</p> <p>The software shall make provision for the summation of metering points.</p> <p>Both RAW and Manipulated data shall be kept and backed up</p> <p>The system shall make provision for the summation on meters</p>			
<b>Data Reporting</b>			

<p>Migrate the existing data to the new system and keeping all metering data on the system for the total period of the appointment</p> <p>Exporting / migration of data to the next system</p> <p>Option to add metering units and remove metering units from the system – scalability</p> <p>The system shall read the following data from the metering units:</p> <ul style="list-style-type: none"> <li>• AMR meter unique address</li> <li>• Voltage (All phases)</li> </ul> <p>Ampere (All phases)</p> <p>1st Quadrant consumption kWh (Normal consumption – half hour integration)</p>			
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## SCORECARD – Technical Bid Evaluation

### Phase 1 – Technical Gatekeeper

Bidders must comply with all points to proceed to Phase 2

Item	Description	Comply	
		Yes	No
1	Standard Transfer Specification (STS) Certification to edition 2, STS600-8-6 in the name of the bidding company. <b>Certificate to be provided (Certified Copy).</b>		
2	Did bidder provide the required ISO Certificates in the name of the bidding company or their technology provider? <b>Certificate to be provided (Certified Copy).</b>		
3	Confirmation letters from two municipalities that the TID update programme is completed. <b>Signed letters from the municipality</b>		
4	Proof of XMLVend Based integration into at least one aggregator. <b>At least one confirmation letter is required.</b>		

### Phase 2 – Bid Evaluation

Bidder must score a minimum of 80 points.

Item	Description	Value		Score
1	Single interface integrated multi-utility system, vending Electricity and Water from a single interface. <b>CERTIFIED CERTIFICATE STS</b>	15	Full description and STS approval	15
			No description and/or STS approval	0
2	Broad based third-party vending footprint provided to municipalities including retail, banks, informal sector and web vendors** <b>SIGNED REFERENCE LETTERS FROM THE MUNICIPALITY/ UTILITY SUPPLIERS</b>	15	5 letters or more	15
			2 letters or less	5
			No experience	0
3	Hosted on-line vending provided to municipalities <b>SIGNED LETTER FROM THE MUNICIPALITY CONFIRMING EXISTENCE OF THE ACTIVE WEBSITE LINK</b>	10	5 letters or more	10
			2 letters or less	5
			No experience	0
4	Disaster recovery and business continuity plan	5	Plan included	5
			No plan	0

	DOCUMENT			
5	Innovative revenue enhancement funding solution DOCUMENT	15	Provision	15
			No provision	0
6	Letters from municipalities confirm third party vending and arrears collection. At least one to be Live or real time updates for bill payments and arrears collections – dependent on Billing System (if the provider can connect real time) <b>SIGNED REFERENCE LETTER FROM THE MUNICIPALITIES</b>	15	3 letters	15
			2 letters	10
			1 letter	5
7	Detailed mSCOA implementation approach included, one letter confirming on-line integration <b>mSCOA implementation plan</b>	10	Plan and letter included	10
			No plan and/or letter	0
8	Overview of approach to the STS TID key rollover <b>STS TID ROLLOVER PLAN</b>	10	Plan included	10
			No plan	0
9	Mobile engineering application for field staff <b>COMPREHENSIVE TOOL</b>	5	Comprehensive tool	5
			No tool	0

\*\*Please see below reference list of retail, banks & web vendors to have for full marks point 2  
PURCHASE ON-LINE OR VIA BANKING APP

Banks	Corporate Stores	online
ABSA	Pick n Pay	prepaid24.co.za
FNB	Shoprite	
Standard Bank	Spar	
Capitec	Kaap Agri	
Nedbank		
Investec Bank		
Old Mutual		

**SCORECARD – Technical Bid Evaluation cont.  
PRESENTATION FROM SHORTLISTED.**

**Phase 3 – Technical Demonstration**

Bidders must score a minimum of 80 points

Item	Description	Maximum Points
1	<p><b>Vending Cycle</b>            Demonstration of a typical online vending cycle. Points will be awarded for clarity and ease of use as follows:</p> <ul style="list-style-type: none"> <li>• Clear/ concise/ easy to use: 30 points</li> <li>• Complicated/ difficult to use 15 points</li> <li>• Failed: 0 points</li> </ul>	30
2	<p><b>Customer Management</b>            Demonstration of Customer Management functionality including adding customers, properties, contracts etc. Points awarded for clarity and ease of use as follows:</p> <ul style="list-style-type: none"> <li>• Clear/ concise/ easy to use: 20 points</li> <li>• Complicated/ difficult to use 10 points</li> <li>• Failed: 0 points</li> </ul>	20
3	<p><b>Meter Management</b>            Demonstration of meter management functionality. Points awarded for clarity and ease of use as follows:</p> <ul style="list-style-type: none"> <li>• Clear/ concise/ easy to use 20 points</li> <li>• Complicated 10 points</li> <li>• Failed 0 points</li> </ul>	20
4	<p><b>Financial System Integration</b>            Demonstration of the system integration with a Financial Management System. Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>• Integration with the financial system: 15 points</li> </ul> <p>Additional points awarded as follows:</p> <ul style="list-style-type: none"> <li>• Clear/ concise/easy to use 15 points</li> <li>• Complicated/ difficult to use: 5 points</li> <li>• Failed 0 points</li> </ul>	15  15

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and Model	.....	
-	Country of Origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	*Delivery: Firm/Not firm
-	Delivery basis	.....	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**MBD 4**

**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

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

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

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

3.9.1 If yes, furnish particulars.....  
.....

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

3.10.1 If yes, furnish particulars.  
.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars  
.....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.12.1 If yes, furnish particulars.  
.....  
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.13.1 If yes, furnish particulars.  
.....  
.....

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

3.14.1 If yes, furnish particulars:  
.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

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

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

**\*YES / NO**

.....  
.....

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

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

2.2 If yes, provide particulars.

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

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?

\* Delete if not applicable

**\*YES / NO**

3.1 If yes, furnish particulars

.....  
.....

**\*YES / NO**

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

**\*YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*
- a) The applicable preference point system for this tender is the 80/20 preference point system.
  - b) The applicable preference point system for this tender is the 90/10 preference point system.
  - c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

- 1.4 **To be completed by the organ of state:**  
The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<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:

80/20 or 90/10

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = 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:

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

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)
At least 51% black ownership	5	10		
At least 51% Women ownership	5	10		

**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
    - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN  
MANAGEMENT PRACTICES**

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

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

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js9141w 4

**THE NATIONAL TREASURY**

**Republic of South Africa**



---

**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
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6. Patent rights
7. Performance security
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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

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

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

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

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

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

**10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

**22. Penalties**

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

**23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping  
and countervailing  
duties and rights**

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

may be due to him

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6:

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.