



KAAP AGULHAS MUNISIPALITEIT
 CAPE AGULHAS MUNICIPALITY
 U MASIPALA WASECAPE AGULHAS

**TENDER: SUPPLY, INSTALLATION AND MANAGEMENT
 OF A STS COMPLIANT PREPAYMENT ELECTRICITY
 VENDING SYSTEM FOR A PERIOD OF 3 YEARS**
SCM41/2018/19

BIDDERS NAME:	_____	
CONTACT NUMBERS	Phone:	Fax:
BBBEE STATUS LEVEL		
CSD REGISTRATION NR	MAAA	
BID AMOUNT:	R _____ Vat (inclusive)	

For Office Use	OFFICIAL STAMP
Official 1:	
Official 2:	

NO.	DESCRIPTION	PAGE NUMBERS
1	Check list for completeness of bid document	3
2	Tender Notice	4
3	Invitation to Bid CAMBD 1 (Compulsory Returnable Document)	5 – 6
4	Specification / Terms of reference - Development Economist To Investigate The Feasibility Of The Struisbaai Plein	7 – 18
5	Pricing Schedule 1	19
6	Tax Clearance Certificate Requirements CAMBD 2 (Compulsory Returnable Document)	20– 21
7	Authority Of Signatory (Schedule 1 A) (Compulsory Returnable Document)	22 – 23
8	Compulsory Enterprise Questionnaire (Schedule 1B) (Compulsory Returnable Document)	24
9	Documents of Incorporation (Schedule 1C) (Compulsory Returnable Document)	25
10	Payment of Municipal Accounts (Schedule 1D) (Compulsory Returnable Document)	26 – 27
11	Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificates (Schedule 1E) (Compulsory Returnable Document)	28– 29
12	Work satisfactorily carried out by the tenderer (Schedule 1F) (Compulsory Returnable Document)	30
13	Key Performance Indicators (Schedule 1G) (Compulsory Returnable Document)	31
14	National Small Business Act No. 102 of 1996 Classification (Compulsory Returnable Document) (Schedule 1H)	32
15	Special Condition & Evaluation Criteria	33 – 36
16	Evaluation Schedules (Compulsory Returnable Document)	37 – 39
17	Form of Acceptance & Contract Data	40 – 42
18	General Conditions of Contract	43 – 54
19	Declaration of Interest CAMBD 4 (Compulsory Returnable Document)	55 – 58
20	Procurement Points Claim Forms in terms of the Preferential Procurement Regulations 2001. CAMBD 6.1 (Compulsory Returnable Document)	59 – 63
21	Contract Rendering of Services CAMBD 7.2 (Compulsory Returnable Document)	64 – 65
22	Declaration Of Bidder's Past Supply Chain Management Practices CAMBD 8 (Compulsory Returnable Document)	66 – 67
23	Certificate Of Independent Bid Determination CAMBD 9 (Compulsory Returnable Document)	68 – 71

CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

The bidder **MUST ENSURE** that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

1.	Completed page containing the details of bidder	Yes	No
2.	Specifications & Pricing Schedules - Is the form duly completed and signed?	Yes	No
3.	(CAMBD 2) Are a Tax Clearance Certificate or a Tax Compliance status pin attached	Yes	No
4.	(Schedule 1 A) Authority Of Signatory - Is the form duly completed and signed?	Yes	No
5.	(Schedule 1B) Enterprise Questionnaire -Is the form duly completed and signed?	Yes	No
6.	(Schedule 1C) Documents of Incorporation - Is the form duly completed and signed?	Yes	No
7.	(Schedule 1D) Payment of Municipal Accounts - Is the form duly completed and signed?	Yes	No
8.	(Schedule 1E) B-BBEE certificate - Is the form duly completed and signed? Is a certified or an original certificate attached	Yes	No
9.	(Schedule 1F)) Schedule of work experience of tenderer- Is the form duly completed and signed?	Yes	No
10.	(Schedule 1G) Key Performance Indicators- Is the form duly completed and signed?	Yes	No
11.	Evaluation Schedules - Is the form duly completed and signed? Necessary references are attached.	Yes	No
12.	Form of Offer - Is the form duly completed and signed?	Yes	No
13.	Contract data - Is the form duly completed and signed?	Yes	No
14.	(CAMBD 4) declaration of interest- Is the form duly completed and signed?	Yes	No
15.	(CAMBD 6.1) Preference points claimed- Is the form duly completed and signed?	Yes	No
16.	(CAMBD 8) Signed declaration of bidder's past supply chain management practices	Yes	No
17.	(CAMBD 9) Prohibition of Restrictive Practices be completed and signed.	Yes	No
18.	Bidder must initial every page of this bid document.	Yes	No

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.**

Signed Date

Name Position

CAPE AGULHAS MUNICIPALITY

**TENDER: SUPPLY INSTALLATION AND
MANAGEMENT OF A STS COMPLIANT
PREPAYMENT ELECTRICITY VENDING SYSTEM
FOR A PERIOD OF 3 YEARS**

The Cape Agulhas Municipality (CAM) wishes to appoint a service provider for the Supply Installation And Management of a STS Compliant Prepayment Electricity Vending System For a Period Of 3 Years

Tender documents can be obtained from **Ms. G Koopman** at telephone number 028-425 5500 during office hours or email at geraldinek@capeagulhas.gov.za . **A non-refundable deposit of R200** is payable for each set of documents issued.

Technical enquiries may be directed to **Mr S Cooper** at telephone number 028 425 5500 or email at stevec@capeagulhas.gov.za.

Sealed Tenders, marked "Tender Nr: **"SCM41/2018/19 PREPAYMENT ELECTRICITY VENDING SYSTEM"**", must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than **12:00 on Tuesday, 21 May 2019** after which it will be opened in public. Tenders may only be submitted on the prescribed official document.

The 80/20 preferential procurement system, as stated in the Cape Agulhas Municipal Procurement Policy, will be used when considering tenders. The **two stage bidding** process will be followed in evaluating this tender. Firstly it will be evaluated for functionality and thereafter for price and preference.

A Tax Compliance status pin or a printed Tax Clearance certificate, as issued by the South African Revenue Service, must be submitted together with the tender.

Council reserves the right not to accept the lowest or any tender. No faxes or e-mails will be accepted.

**DGI O'NEILL (AMM)
MUNICIPAL MANAGER
PO BOX 51
BREDASDORP
7280**

2019-04-18

KAAP AGULHAS MUNISIPALITEIT

**TENDER: VERSKAF, INSTALLEER EN BESTUUR
VAN 'N VOORUITBETAALDE
ELEKTRISITEITSISTEEM VIR 'N PERIODE VAN 3
JAAR**

Die Kaap Agulhas Munisipaliteit (CAM) wil 'n diensverskaffer aanstel vir die Verskaf, Installeer En Bestuur van 'n Vooruitbetaalde Elektrisiteitsisteen vir 'n Periode van 3 Jaar.

Verdere besonderhede en dokumente is verkrygbaar by **Me G Koopman** by telefoonnommer 028-425 5500 tydens kantoorure of epos by geraldinek@capeagulhas.gov.za. 'n **Nie-terugbetaalbare deposito van R200** is betaalbaar vir elke stel tenderdokumente.

Tegniese navrae kan gerig word aan **Mnr S Cooper** by telefoonnommer 028 425 5500.

Verseëde tenders, gemerk "**Tender Nr: "SCM41/2018/19 PREPAID ELEKTRISITEIT SISTEEM"**" moet in die tenderbus by die Munisipale Kantore geplaas word te Dirkie Uysstraat 1, Bredasdorp, of gepos word om die Munisipale Bestuurder, Kaap Agulhas Munisipaliteit, Posbus 51, Bredasdorp, 7280 te bereik nie later nie as 12:00 op **Dinsdag 21 Mei 2019**, waarna dit in die publiek oopgemaak sal word. Tenders mag slegs ingedien word op die voorgeskrewe tender dokument.

Die 80/20 voorkeerpuntestelsel, soos uiteengesit in die Kaap Agulhas Munisipale Voorsieningskanaal Bestuursbeleid, sal gebruik word tydens beoordeling van tenders. Die tender sal op die **twee-fase sisteem** evalueer word. Eerstens vir funksionaliteit in terme van die bogemelde kriteria en daarna vir prys en voorkeur.

'n Belasting verifikasie status pin-kode of 'n gedrukte Belastingklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet saam met die tender ingedien word.

Die Raad behou die reg voor om nie die laagste of enige tender te aanvaar nie. Geen fakse of e-pos sal aanvaar word nie.

**DGI O'NEILL (GMB)
MUNISIPALE BESTUURDER
POSBUS 51
BREDASDORP
7280**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY					
BID NUMBER:	SCM41/2018/19	CLOSING DATE:	21 MAY 2019	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY INSTALLATION AND MANAGEMENT OF A STS COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM FOR A PERIOD OF 3 YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CAPE AGULHAS MUNICIPALITY					
1 DIRKIE UYS STREET					
BREDASDORP					
7280					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance		DEPARTMENT	Electrical Services	
CONTACT PERSON	Geraldine Koopman		CONTACT PERSON	Steve Cooper	
TELEPHONE NUMBER	028 425 5500		TELEPHONE NUMBER	028 425 5500	
FACSIMILE NUMBER	028 425 1019		FACSIMILE NUMBER	028 425 1019	
E-MAIL ADDRESS	geraldinek@capeagulhas.gov.za		E-MAIL ADDRESS	stevec@capeagulhas.gov.za	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

1. TERMS OF REFERENCE / SCOPE OF WORKS

TENDER SPECIFICATIONS

Non-compliance to specification will invalidate your offer.

NB: Service providers are required to read and study the specification, its general condition of contract, as well as the instructions to them very carefully before submitting their offers.

Tenderers with proven experience of at least a 5 (five) year track record are hereby invited to supply and manage an Integrated Revenue Management System to administratively manage and control the Electricity Prepayment Metering and Revenue Management System within the Cape Agulhas Municipality licensed area. Cape Agulhas Municipality requires a vending system that fully complies with the latest STS, NRS standards and all applicable legislation stipulated in tender documents

The Tenderers shall provide a documentation layout of the complete system (including schematics of the full vending solution network) to Cape Agulhas Municipality. All the minimum hardware and software requirements to operate the vending system in its full capacity must be listed. No tender will be accepted unless it includes a full description of the technical details of its entire vending system as stipulated in the tender.

Cape Agulhas Municipality requires a single supplier that fully complies with all the listed specifications and required services.

(Please note that it is the responsibility of the tenderer to do any site inspection etc. necessary to determine what is needed for the successful implementation of the proposed solution. Please note that all responsive tenderers may be requested to demonstrate the functionality of their proposed solutions to the tender offered.)

Compliance with Specification

Tenderers shall submit with their tender a schedule listing clause-by-clause, specific details indicating full compliance, partial compliance or non-compliance with the requirements of the Specifications contained herein. Only fully compliant tender responses will be considered. Non-compliance or partial compliance to any part of the specification included herein will lead to automatic disqualification.

Demonstration of system offered

Only tenderers who successfully qualify in all tender requirements and is able to offer a fully functional vending system will be considered. The tenderer may be called to practically demonstrate its full compliance to the specified tender requirements in a demonstration session.

Background Information

Tenders are hereby invited from suppliers for an Integrated Revenue Management System to administratively manage and control the Electricity Metering Revenue Management System within the Cape Agulhas Municipality's licensed area.

The tender specification consists of 2 sections namely:

- Section A – Vending System
- Section B – Vendor Management

Cape Agulhas Municipality requires a single supplier that meets the specifications of both sections and supplies all the services related to both the sections. Only bids providing pricing for both sections will qualify.

Municipal area

At present Cape Agulhas Municipality electricity distribution area comprises of the following towns / areas:

- | | |
|-----------------|--------------|
| 1. Bredasdorp | 2. Napier |
| 3. Struisbaai | 3. L'Agulhas |
| 4. Suiderstrand | 5. Arniston |

Number and types of vending points

7	-	online municipal cashier vending terminals
29	-	online 3 rd party vending terminals
Several	-	aggregated 3 rd party vendors with own hardware and networks (note:

Cape Agulhas Municipality allows only one tier of aggregators between the service provider and the end-merchant servicing the end customer.)

Active meters on system per type

MANUF	Meter Type	Total
Plessey	Proprietary/STS Electricity Meter	1258
Landis & Gyr	Common Base STS	1003
Conlog	Common Base STS	2928
	GRAND TOTAL	5189

Note: The installed base of the metering system increases on an ongoing basis.

Section A: Vending System

1. Background

Cape Agulhas Municipality currently uses the Syntell vending system for the sale of pre-paid electricity.

2. Scope

2.1. Supply, installation and maintenance of a complete prepayment vending and management system using an on-line, web based architecture to vend tokens in a secure and efficient way with the system hosted at the service providers hosting facilities.

3. Applicable Standards

- 3.1. The following standards shall reference and apply as stipulated in the Specification:
- IEC 62055-xx Electricity Payment Metering Systems
 - STS Part 1,2 and 3 Standard Transfer Specification
 - NRS 009-2-1:1998 Electricity sales systems - Part 2: Functional and performance requirements - Section 1: System master stations
 - NRS 009-2-2:1995 Electricity sales systems - Part 2: Functional and performance requirements - Section 2: Credit dispensing units.
 - NRS 009-6-10 (Online XMLVend 2.1) the NRS Standard for on-line communication between Vending Servers and Vending Clients
 - ISO 8583 Financial transaction card originated messages — Interchange message specifications
 - IEC 61970-301 CIM (Common Information Model) Standard

4. General

- 4.1. No tender will be considered unless accompanied by a full description and technical details of the solution offered. Any special features shall be detailed.
- 4.2. Only tenderers who can offer a fully functional system, which can be demonstrated, will be considered.
- 4.3. The system offered shall comprise of a complete and fully functional prepayment vending and management system including all the operating and database modules needed to operate such a system.
- 4.4. The minimum hardware, software and communications requirements on which to run the system shall be specified for all the different components of the system. The system shall vend on-line to all installed, existing and commissioned prepayment meters in the municipal area of supply. **The municipality shall be indemnified against patent infringement including any damages awarded, attorney costs and the cost of replacing the vending system should patent infringements be awarded against the municipality due to the successful renderers vending system.**

- 4.5. The system shall be able to collect all municipal account payments at the vending points. The system shall interface with Cape Agulhas Municipality's billing system.
- 4.6. The system shall be capable of interfacing with Cape Agulhas Municipality's GIS and other 3rd party systems.
- 4.7. The system shall be operational on a 24 X 7 X 365 basis.
- 4.8. The Vending System must have the capability to vend to all meters installed in the Municipality service area including the following meters:
 - 4.8.1 All STS (electricity and water) meters.
 - 4.8.2 Proprietary meters.

5. Customer Reference

- 5.1. The municipality may wish to contact one or more of the tenderer's reference clients during the detailed evaluation period. Please provide contact names and details of the individuals who should be contacted in this regard.
- 5.2. Contact with your reference clients will be arranged through the tenderer, but the municipality reserves the right to conduct this information sharing sessions without representatives from the tenderer being present.

6. Support, Installation & Commissioning

- 6.1. Tenders shall provide permanent local (onsite) support, as well as show the capability remotely (telephonically) to support the system
- 6.2. Tenderers shall submit themselves to an independent assessment of their capabilities, demonstrating at least 5 permanent, dedicated and centrally located system support personnel in their employment.

7. Technology and Platform

7.1. Software Architecture

The online vending system software shall be Java based with support for the latest version of the Java Runtime Environment. The system shall employ the latest version of the Apache Tomcat Web Server and database software that is platform agnostic. It shall be possible to deploy to software on any major operating system like Windows® or any Linux distribution.

7.2. Database

- 7.2.1 The system shall operate on a relational database technology, like ORACLE.
- 7.2.2 It must be possible to run the software on either Oracle or PostgreSQL.
- 7.2.3 The database technology must be able to run on all major operating systems, including Linux, UNIX (AIX, BSD, HP-UX, SGI IRIX, Solaris, Tru64) and Windows®.
- 7.2.4 The design of the database shall be such that it conforms to the following Relational Database Management System (RDBMS) rules:
 - i. All information shall be represented only in tables.
 - ii. Each atomic value must only be accessible by combination of table name, primary key and column name.
 - iii. All Nulls must be systematic treated within the RDBMS.
 - iv. An on-line data catalog must be maintained by the RDBMS.
 - v. A comprehensive data sub-language must exist, supplementing standard SQL.
 - vi. High-level *Insert*, *Update* and *Delete* functionality must exist within the RDBMS.
 - vii. Both physical and logical data independence must be maintained by the RDBMS.
 - viii. A low-level language shall not subvert or bypass the RDBMS high-level language.
- 7.2.5 The database shall allow concurrent users to access data on a central database from various online terminals.
- 7.2.6 The RDBMS shall allow for automated triggers to be set on any database field, prompting for a function to be executed. This ensures data integrity, audit-ability and data completeness.
- 7.2.7 The database shall allow for multi-version consistency. This means that "writers must not block readers and readers must not block writers" to ensure data integrity. The requirement is that "readers do not block writers and writers do not block readers". In other words, the reader will see the data as it was before the writer began changing it, and until the writer commits. A less mature locking scheme will result in many delays/waits in the foreseen heavy OLTP (Online Transaction Processing) environment.
- 7.2.8 The database shall be fully ACID (atomicity, consistency, isolation, and durability) complaint.

- 7.2.9 The database shall not allow the escalation of row locks to page level locks when too many rows on a page are locked. This locks rows that are uninvolved in any updates for no good reason.
- 7.2.10 The database shall allow the following:
- i. Control of sorting, for optimal memory allocation.
 - ii. Control over SQL caching, again for optimal memory allocation.
 - iii. Control over storage/space management to prevent fragmentation. Pages (blocks) and extents shall not be fixed to a certain size. The database shall allow the specification of larger extents to ensure contiguous space for large objects.
 - iv. Range partitioning of large tables and indexes. For example, a large 100GB table shall be allowed to be seamlessly partitioned at the database level into range partitions. This requirement will allow Cape Agulhas Municipality to effectively store any historic data – for instance, the transaction table can be partitioned into monthly partitions. Partitioned tables and partitioned indexes give performance and maintenance benefits, whilst being transparent to the application.
- 7.2.11 The database shall support a JAVA database engine, enabling future application integration.
- 7.2.12 The database shall have programming interfaces for Java and .Net.
- 7.2.13 Stored Procedures must be precompiled before executed. This will negate any significant system overhead, especially in consideration of the diverging business rules for prepayment and associated debt collection.
- 7.2.14 The database shall allow the reading of, and writing to, external files via Stored Procedures, ensuring ease of system integration.
- 7.2.15 Tenders shall supply independent, documented proof to substantiate conformance to these aspects.

7.3. Operating Systems

- 7.3.1. All workstation applications shall operate on a Windows 8 or greater platform. No legacy DOS-based support shall be acceptable.
- 7.3.2. The vending server shall operate on Windows Server 2012 R2 or any Linux distribution.
- 7.3.3. The database must be operable on any platform, including Windows®, Unix, Linux, VAX-VMS as well as MVS.
- 7.3.4. All system functions shall be accessed via a user-friendly Graphical User Interface.

7.4. Hardware

- 7.4.1. All components of the system shall operate on a standard, readily available, PC-based machine with no special modifications required to any parts.
- 7.4.2. The tenderer shall supply a standard STS security module server solution which operates over a TCP/IP connection.

7.5. Communication

- 7.5.1. The system shall be configurable to operate online
- 7.5.2. The system shall use a TCP/IP communication layer supporting mobile data networks (GPRS,3G, LTE), LAN/WAN, BGAN and VSAT communication.
- 7.5.3. The communication between Point of Sale device and the server shall be secured via SSL certificates.

7.6. Data Model

- 7.6.1. The underlying data model used by the system shall be tested to conform to the standard of a so-called third generation system. This means that the data model shall be capable of the following:
- i. A *Usage Point* shall be supported which is independent from a *Location*, *Meter* and *Consumer*.
 - ii. The tariff shall not be connected to a *Meter* or a *Consumer*, but shall rest with the *Usage Point*.
 - iii. The data model shall allow for the definition of hierarchical *Nodes* in order to simulate a distribution network.
 - iv. The data model shall allow for WGS-84 GPS coordinate definition with all locations.
 - v. The data model shall accommodate, for enhanced management purposes, possible additional resources like water and gas.
 - vi. The data model shall accommodate meter readings for reading of any meter type.
 - vii. The data model shall accommodate for a configurable hierarchical grouping structure for Usage Points and meters.
 - viii. The data model shall conform to the CIM data model.

8. Integration and Interface Requirements

8.1. File based integration

The system shall be able to facilitate file-based integration via a purpose-built application. This application shall be able to extract or import data according to dynamically defined business rules. This application shall also be able to manage and track processed data, regenerated files and enable additional file layouts as required.

8.2. Web services based integration

The system shall be able to facilitate web services based integration via a purpose-built application. This application shall be able to extract or import data according to dynamically defined business rules.

9. Operational Requirements

9.1. Critical Performance Parameters

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

- 9.1.1. The software and database shall be able to accommodate, with no special changes other than hardware scaling, more than 1 million consumer records and 120 million transaction records from the main server.
- 9.1.2. The software and database shall have no limitation on the number of named users and workstations it can accommodate.
- 9.1.3. The online system shall be scalable to transact 30 requests per second.
- 9.1.4. A standard vending operation shall be less than 15 seconds from request to completion token printing or programming.
- 9.1.5. Thin client architecture shall require less than 32kb/sec to be functional over WAN.

9.2. Languages & Currency (Localization)

- 9.2.1. The system shall accommodate multiple languages on the same machine.
- 9.2.2. The system shall have a tool to facilitate the translation of the software. This tool shall be demonstrated and supplied on demand.
- 9.2.3. The system shall allow for the configuration of any currency, including the adjustment of multipliers and decimal points.

9.3. Online Customer Contract Management

- 9.3.1. The system shall have the ability to perform online customer contract management via any standard web browser.
- 9.3.2. The following functionality shall be available via the online Customer Contract Management web application:
 - Creating new Customers and Customer Agreements
 - Creating new Usage Points and location details
 - Updating Customer and customer agreement details
 - Updating Usage Point and location details
 - Link Customers, Usage Points and Meters
 - Perform Advanced Customer, Usage Point and Meter data lookups
- 9.3.3. The system shall support multiple customer agreements to be associated with a single customer.
- 9.3.4. The system shall support multiple Usage Points with a meter per customer location.
- 9.3.5. Management of Customer Contracts shall be carried out through a single online take-on web page via any standard web browser.
- 9.3.6. The Customer Contract Management System shall accommodate the saving of uncompleted contracts whilst these customers will not be able to vend.
- 9.3.7. The system shall have the ability to logical separate Usage Point data. It should be possible for the municipality to define the logical grouping of the Usage Points and it must be possible to specify multiple hierarchical grouping levels. It should be possible to report according to the defined grouping levels and restrict user access according to the defined grouping levels.
- 9.3.8. The system shall have the ability to automatically block a customer after the customer has made a given number of purchases or purchase a set amount in Rands. A message stating the amount remaining or number of transactions remaining before the customer is blocked shall be printed on the credit token.

9.4. Online Meter Engineering Operations

- 9.4.1. The system shall have the ability to generate engineering tokens (Replacements, Clear Tamper, Clear Credit, Power Limit, Supply Group Key Change, Tariff Index Key Change) online via any standard web browser.
- 9.4.2. The system shall have the ability to automatically issue Key Change Tokens at the Point of Sale upon first purchase by the customer
- 9.4.3. The system shall have the ability to send engineering tokens, including Free Issues to any cell phone number via SMS.
- 9.4.4. The system shall have the capability to collect meter readings on an on-demand basis or a reading schedule.
- 9.4.5. The system shall have the ability to collect and store load profile data and register reads.
- 9.4.6. The system shall have the capability to receive and store meter alarms and events.
- 9.4.7. The system shall have the ability to automatically resolve load profile gaps.
- 9.4.8. The system shall display non-meter specific engineering tokens (Test load switch, Display KRN, Display TI, Display maximum power limit, etc.)

9.5. Online Auxiliary Account Management

- 9.5.1. The system shall have the ability to manage customer specific auxiliary accounts online via any standard web browser. This functionality shall include the creation of auxiliary account types and the definition of the account details such as account balance and charge schedule.
- 9.5.2. The system shall have the ability to automatically create an auxiliary account when a free issue token is supplied to a customer.

9.6. Online Meter Asset Management

- 9.6.1. The system shall have the ability to receive bulk meters into a store location as well as the ability to move meters between locations online via any standard web browser.
- 9.6.2. The system shall accommodate 13-digit STS meter serial numbers
- 9.6.3. The system shall support multiple resources, i.e. Electricity, Water and Gas.
- 9.6.4. The system shall support multiple metering technologies i.e. Smart Metering, Automatic Metering Reading and STS (token-based prepayment).

9.7. System Security

- 9.7.1. The system shall have the ability to define online users, user roles and user specific role processes online via any standard web browser.
- 9.7.2. Database security governing low- and high-level database access shall be via a proven technology and applied at both database and application level.
- 9.7.3. The system shall allow for the addition of an unlimited number of named operators.
- 9.7.4. Security shall be adjustable to allow for individualized access to any field within the database.
- 9.7.5. Communication between points of sale/super vendors and vending server shall be secure by making use of SSL certificates.

9.8. Electricity Prepayment Vending

9.8.1. Transactions

- 9.8.1.1. All transactions shall be itemised to such a nature that taxes, levies, standing charges, arrears and services are all created through individual rows in the database.
- 9.8.1.2. Any rounding errors of kWh beyond the first decimal shall be recorded in the database as separate transaction rows to ensure effective reconciliation.
- 9.8.1.3. System transaction reversals shall
 - i. be effected with full trace-ability of the reversal;
 - ii. shall be traceable to an operator;
 - iii. shall reverse an entire transaction batch consisting of taxes, levies, auxiliaries and resource amounts on the system and
 - iv. have the option of being disabled or enabled for specific vendors.

9.8.2. Vending Operation

- 9.8.2.1. The system shall be capable of vending STS compliant prepayment credit and engineering tokens.
- 9.8.2.2. The system shall be certified by the STS association as being Vending, Engineering and Key Change Management compliant.
- 9.8.2.3. The system shall be capable of vending proprietary prepayment credit tokens.

- 9.8.2.4. Vendors shall have the ability to perform a consumer lookup through meter number, address or name.
- 9.8.2.5. The system shall be capable of allowing transaction re-prints and reversals, without compromising the integrity of transactions and subject to appropriate security.
- 9.8.2.6. The vendor shall have the ability to look up the transaction history of a relevant consumer.
- 9.8.2.7. The system shall be capable of vending free electricity grants:
Free Basic Electricity (FBE) Tokens also known as an Electricity Base Support Services Tokens (EBSST)
- 9.8.2.8. The system shall have the ability to calculate and display cash change to the vendor.
- 9.8.2.9. The system shall have the ability to interface with various Head-End systems to facilitate Thin Prepayment.
- 9.8.2.10. The system shall provide for the following types of payment
 - Cash
 - Cheque
 - Credit Card
 - Debit Card
 - Bank Transfer

9.8.3. Vending Management

- 9.8.3.1. The system shall allow for vendor and cashier shifts to accommodate various levels of operators, thus improving security.
- 9.8.3.2. The system shall allow for the automated or manual closing of shifts.
- 9.8.3.3. Vendors shall have pre-defined, credit limits limiting the exposure at certain outlets. The option shall exist to update credit limits manually.

9.8.4. Tokens and receipts

- 9.8.4.1. The system shall give users the ability to easily define customized token/receipt templates.
- 9.8.4.2. The system shall accommodate multiple receipts. It shall include but not be limited to auxiliaries, credit token and system reversals receipts.

9.8.5. Auxiliaries

- 9.8.5.1. The system shall have the ability to collect arrears from the consumer by leveraging the prepayment transaction according to a unique formula for each consumer.
- 9.8.5.2. A consumer's unique collection profile shall be automatically updated by the system based on historic payments made.
- 9.8.5.3. The system shall interface seamlessly with the municipality's financial system to aid to transfer of debtor accounts.

9.8.6. Pricing Structure

- 9.8.6.1. The municipality shall have the ability to customize the pricing structure at will.
- 9.8.6.2. A pricing structure shall accommodate an unlimited number of tariffs, debt and charges rules and calculations.
- 9.8.6.3. The system shall accommodate block tariffs with an unlimited number of kWh-based blocks.
- 9.8.6.4. Unique tax and fixed charges profiles shall be definable for each tariff block.
- 9.8.6.5. Tax and fixed charge blocks independent from tariff blocks shall be definable according to monthly monetary value transacted, or kWh bought.
- 9.8.6.6. The system shall have the ability to set future activation dates for tariff changes. The tariff must be automatically activated at the specified date.

9.8.7. Online Vending

- 9.8.7.1. Online vending on a PC Point of Sale shall take place through a thin client.
- 9.8.7.2. The system shall allow for vending through mobile points of sale.
- 9.8.7.3. Online vending from various vending partners like banks and shopping retailers shall be available.
- 9.8.7.4. All messages shall be via the self-defining, open-standard XML protocol.
- 9.8.7.5. The system shall support the latest version of the NRS009-6-10 XMLVend specification.
- 9.8.7.6. The online transaction processing infrastructure shall have unlimited scalability with hot-swappable redundancy.

9.9. Meter Life Cycle Tracking

- 9.9.1. The system shall be able to track the history/location of a meter from the time it is delivered to/between stores to when it is installed at a Usage Point until it is finally scrapped
- 9.9.2. In order to facilitate meter life cycle tracking, the system shall accommodate at least the following location types:
 - i. **Inventory Store**
 - ii. **Usage Point**
- 9.9.3. Again in order to track meter life cycle, the system shall further allow for the following modes of operation:
 - i. **In store, inactive**
 - ii. **Installed and active**
 - iii. **Installed and inactive**

10. Queries

- 10.1. The vending management system shall have a web based query executor for displaying general query results on a grid.
- 10.2. It must be possible to export the query results to a Spreadsheet.

11. Reporting

- 11.1. The vending management system shall have the capability to interface with reporting applications supporting customizable reports.
- 11.2. The following complex reports shall come standard with the vending system:
 - Management Summary
 - Transaction Summary
 - Free Basic Electricity
 - Zero/Low Purchase
- 11.3. The database shall be accessible via standard SQL-based report writing tools like Crystal Reports.
- 11.4. The municipality will be able to design custom reports.
- 11.5. The tenderer will provide an optional service where the municipality can request custom reports to be designed.

12. Geographical Information System

- 12.1. It is envisaged that a Geographical Information System will be linked/incorporated into the prepayment database in the future. The proposal should describe how the solution would cater for such GIS integration.
- 12.2. Certain data elements in the prepayment metering system must be able to store GPS coordinates as attributes. These include the location of a meter as well as the Usage Point of a meter.

13. Vending Gateway

- 13.1. The system should include as an additional option the capability to direct transaction requests from vending clients to different services databases.
- 13.2. The transaction switch should include a billing system where different commissions for different services as well as vendors could be calculated.
- 13.3. The transaction switch should include vendor credit limits that will only allow a vendor to sell services if a positive credit is maintained.
- 13.4. The transactions switch should either include, as an option, or be able to integrate to an electronic fund transfer (EFT) switch to facilitate credit card payments
- 13.5. The EFT option should include a secure web site for selling services.
- 13.6. The transaction switch should allow for mobile points of sale to connect to it. This will be achieved by allowing various suppliers of mobile technology to integrate to the transaction switch.
- 13.7. The transaction switch will allow SMS (GSM) based messages to transact with the switch.
- 13.8. In addition to conventional payment methods, the system should support a voucher payment mechanism in the on-line mode of operation.
- 13.9. Where the system generates its own vouchers, customizable vouchers should be printed with unique voucher numbers.
- 13.10. The system should be able to reserve and expire vouchers as and when it is redeemed for resources.

14. Vending Channels

- 14.1. The following vending channels shall be implemented
- PC POS
 - Mobile POS
 - Mobile Phone
 - Consumer website
 - ATM
 - At any major retailer

15. Online Retail and Vending Administration

- 15.1. The system shall have the ability to manage retailer accounts online
- 15.2. This includes adding, removing and editing retailers, operators, terminals, available networks and accepted payment methods.
- 15.3. It shall also allow transferring and adjusting retailer funds and accepting retailer deposits.
- 15.4. The system shall have the ability to add, remove and edit vouchers online.
- 15.5. The system shall have an online facility for reconciling between client records, EFT records and service provider records.
- 15.6. The system shall have the ability to remotely update point of sale software remotely.
- 15.7. The system shall provide a facility to assign sales agents to vendors and automatically calculate the agent's commissions based of sales.
- 15.8. It shall be possible to manage several vendors as a group. A dedicated web application with limited access shall be available for users to manage the vendor groups.

16. System Hardware

- 16.1. The tenderer shall provide and install all the necessary hosted server hardware needed to operate the vending system and shall maintain and upgrade the hardware during the contract period.
- 16.2. All components of the system shall operate on a standard, readily available, PC-based machine with no special modifications required to any parts. Brand-name systems will be the preferred option. The PC's will be utilised for additional purposes e.g. receipting, emails.
- 16.3. POS (Point of Sale) terminals can be either PC or Mobile terminals that comply with the hardware and software requirements. These terminals shall be submitted for approval by the municipality.
- 16.4. Encryption cards and security modules shall be centralised in a secure hosted central environment to ensure the security of the system.
- 16.5. All servers shall have the necessary redundancy. The necessary backup facilities will also be provided. The tenderer shall provide a secondary vending site for disaster recovery purposes. The tenderer shall provide a detailed disaster recovery plan to the municipality for approval.

17. System Software

- 17.1. The tenderer shall provide and install the necessary software and operating systems needed to operate the vending system and shall maintain and upgrade the software during the contract period.
- 17.2. Ownership of all PC based software will revert to the municipality at the end of the initial contract period or in the event of contract breach. There will be no cost imposition.
- 17.3. The tenderer shall be responsible for the migration from the current system to the new system.
- 17.4. The tenderer shall be responsible for all licensing and upgrade cost during the contract period.
- 17.5. The tenderer shall be responsible for the exporting/transferring of all data in a specified format in the event that the municipality should change to new software at the end of the contract period.
- 17.6. Should migration be necessary on the onset or during commissioning of the system, all cost is for the tenderer.
- 17.7. The tenderer shall provide training on all elements of the system for all the different user groups and vendors.
- 17.8. The tenderer shall provide on-site support for the initial implementation of the system and a 24 x 7 x 365 comprehensive support service and help desk for the contract period.

18. Arrears recovery

- 18.1. There shall be a direct interface with the billing system so that arrears collected can be posted directly to the relevant account either in real-time or via batch entry at a user selectable delay on the billing system.
- 18.2. The details of all arrear amounts collected and service accounts paid for the current transaction shall be individually listed on the transaction receipt handed to the customer at the point of sale.
- 18.3. Data should be imported directly from the billing system into the tenderers system where data will be managed to block and unblock consumers.

19. End Consumer Portal (including a Payment Gateway)

- 19.1. The tenderer shall provide the municipality with a module that specifically service the end consumer directly via an online portal which the end consumer should access through PC and/or mobile web browser and/or an Android application
- 19.2. The End Consumer Portal should allow the end consumers to access a wide variety of features for their Usage Point
- 19.3. End Consumers should be able to register via a secure password that is consumer specified.
- 19.4. Upon registering, the end consumer should at a minimum supply the following information:
 - A unique username
 - Title
 - First and Last Name
 - Contact details which includes email address and mobile number
- 19.5. The terms and conditions for the use of the End Consumer portal shall be clearly visible and must prompt the end consumer to accept the terms and conditions before registration is completed.
- 19.6. An automated activation email should be send to the end consumer's Email which allow the consumer to activate his account before he can use the portal.
- 19.7. End consumers must have the ability to update their information, reset passwords and register and update meter information.
- 19.8. Through this portal end consumers registered on the Vending System and the End Consumer Portal should have the ability to:
 - View sales history
 - Pay for and receive tokens dispensed by the vending system through a Payment Gateway which should be included in the End Consumer Portal
 - View usage profiles
 - View meter readings (where applicable)
 - Display alerts
 - Display faults to the end consumer and provides the end consumer with the ability to log faults
 - Configure alert thresholds
 - Pay for other services like municipal account.
 - An e-Wallet that can be used to pay for services.
- 19.9. A secure Payment Gateway must be included in the solution which will allow end consumers to make secure credit card or instant-EFT payments and manage and track these payments.
- 19.10. Through this portal, end consumers must have the ability to send queries about their Usage Point to the municipality by Email.

20. Workforce Management Portal

- 20.1. The tenderer shall provide the municipality with a web-enabled module that provides the municipality with the ability to manage its workforce and automate critical business processes. Typical business processes must include but not limited to:
 - Meter Installations
 - Meter Replacements
 - Conversions
 - Field audits
 - Meter Disconnections
- 20.2. The Management Portal should allow the municipality to define their own business to processes.
- 20.3. The execution of these business processes shall be in real time.
- 20.4. The Management Portal must include a mobile application to allow field operators to perform the following actions:
 - Field audits for residential and commercial customers
 - Auditing of meter assets and network infrastructure.
 - Targeted audits like tamper investigations.
 - Disconnection of electrical metering

- 20.5. The Management Portal must store all audit evidence and must be easily accessible by the municipality's management team. Such audit evidence must include the audit findings, photos and vending profiles.
- 20.6. The Management Portal and mobile application shall not be device or platform specific. It should be possible to operator the software on both Microsoft Windows platform and well as an Android platform.
- 20.7. The Management Portal shall include a geographical view of all related field works.

21. Data Ownership

- 21.1. All the information on consumers and related info in the databases will remain the property of the municipality at all times and will not be disclosed as a whole or in part to any third party without the express permission of the municipality.
- 21.2. Any data archived and warehoused on behalf of the municipality shall be accessible at any time by the municipality or its appointed auditor.

22. Training

- 22.1. The tenderer shall provide system training on all software at the tenderer's dedicated training facility.

23. System Costs

- 23.1. The method of payment will be a monthly fee based on the number of active prepayment meters on the system, depending on a formal service level agreement.
- 23.2. A service level agreement will be entered into by Cape Agulhas Municipality and the tenderer for a period of 3 years and shall clearly stipulate issues like:
 - o Hardware and software upgrade and ownership conditions
 - o Communication up- and downtimes and reliability
 - o Level of support and response times
 - o Training
 - o Performance levels and penalties
 - o Data ownership additions
 - o Exit and termination conditions
 - o Insurance of Hardware, software and communications
- 23.3. The tenderer shall list the following components and give a detail specification thereof in order to enable a fair comparison of tenders offered:
 - o Hardware
 - o Software
 - o Communication
 - o Support
 - o Training

Alternative methods of payment may be offered for consideration.

Section B: Vendor Management

1. Scope

The complete management of contracted 3rd party vendors on behalf of the municipality.

2. Details of specification

2.1 Vendor management

The tenderer shall be responsible for the following

- 2.1.1 Setting up guidelines for appointing and contracting with existing and prospective vendors and compiling of agreement/contracts. The guidelines and agreement to be approved by the municipality.
- 2.1.2 Advertising and information meetings with prospective and existing vendors.
- 2.1.3 Appointment of vendors and signing of contracts. The Municipality will determine the quantity of vendors per location as required.
- 2.1.4 Provide a minimum of 40 direct managed 3rd party POS vendors within the Cape Agulhas Municipality area of distribution.

- 2.1.5 Cape Agulhas Municipality will only allow one tier of aggregators between the tenderer and the end-merchant servicing the end customer.
- 2.1.6 Providing all the necessary hardware, software and communications equipment needed for the vendor to operate.
- 2.1.7 Providing training as and when necessary for the vendor or his appointed operators in order to operate the equipment and relevant software.
- 2.1.8 Providing the necessary consumables, e.g. Paper, printer carriage, etc.
- 2.1.9 Providing the routine and necessary maintenance, repair and servicing as is required to maintain the equipment.
- 2.1.10 Collection of all revenue from vendors as per agreement
- 2.1.11 Timely payment of collected revenue into Cape Agulhas Municipality bank account – at least within 72 hours of transaction date.
- 2.1.12 Insurance against revenue loss.
- 2.1.13 Providing the necessary security measures for collecting the revenue if required.
- 2.1.14 To reconcile the revenue received from the vendors on a daily basis and provide the necessary credit to the vendor to continue vending.
- 2.1.15 Payment of any commissions owed to vendors.
- 2.1.16 Payment of revenue received (Prepaid & Auxiliary separately) directly in the municipalities account at predetermined times together with a reconciliation of said revenue.
- 2.1.17 Providing daily, weekly and monthly reports as required by the municipality.
- 2.1.18 Provide audit reports if required.
- 2.1.19 Vendor's commission payable to the successful tenderer will be included in the monthly fee of price per meter.
- 2.1.20 All existing handhelds terminals that are not compatible with the proposed vending and management system must be replaced on the cost of the successful tenderer.

3. Support Services

The tenderer shall be responsible for the following:

- 3.1 Providing the necessary admin and support staff to administer the vendors. The staff will be on-site and situated in Worcester.
- 3.2 Provide the office space to house the staff.
- 3.3 Provide a 24 x 7 x 365 support service for vendors.
- 3.4 The tenderer may use the services of third party aggregators. Cape Agulhas Municipality will only allow one tier of aggregators between the tenderer and the end-merchant servicing the end customer.

4. System Costs

- 4.1 The method of payment will be a monthly fee based on a percentage of the total monthly sales, depending on some sort of service level agreement.
- 4.2 The municipality and the tenderer will enter into a service level agreement.

Name of Bidder

Signed

PRICING SCHEDULE

PLEASE NOTE

- Document MUST be completed in non-erasable black ink
- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.

	INDICATE WITH AN „X“							
Are you/is the firm a registered VAT Vendor	YES				NO			
If “YES”, please provide VAT number								

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____

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

PRICES MUST BE SUPPLIED IN THE FOLLOWING SEQUENCE AND FORMAT

DESCRIPTION	UNIT PRICE (EXCL VAT)	QTY	TOTAL MONTHLY PRICE (EXCL VAT)
Section A – Vending System (per meter per month)		5500 number of meters	
- Training per user		20 users	
Section B – Vendor Management (percentage)		R 1 800 000 per month	
- Cash Banking Cost (percentage)		R 1 500 000 per month	
- Credit and Debit Card Cost (percentage)		R 272 000 per month	
- EFT Cost (percentage)		R 28 000 per month	
TOTAL (EXCL VAT)			
VAT @ 15%			
GRAND TOTAL (INCL VAT)			

Cape Agulhas Municipality requires a single supplier that meets the specifications of both sections and supplies all the services related to both the sections. Only bids providing pricing for both sections will qualify. No additional fees other than those included in the table above will be allowed.

Delivery period after official order : _____ (days/weeks/months)

Signed Date

Name Position

Any tender submitted that do not meet ALL of the requirements in this document will automatically be discarded from the evaluation process.

TAX COMPLIANCE STATUS

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

- 1 In order to meet this requirement bidders are required to request their Tax Compliance Status which will include a unique PIN which you can provide to any third party (**if requested**) to enable them to verify your tax compliance status online via eFiling.
- 2 Request a TCC via eFiling which will give you the option to print the TCC Or request a TCC at a SARS branch where a SARS agent will be able to print or email the TCC to you.
- 3 The Tax Compliance Status Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4 A **Tax Compliance Status** is a holistic view of your tax compliance level across all your registered tax types.
- 5 If your tax compliance status is compliant, the SARS agent will be able to print or email you your TCC to the registered email address which SARS has on record for you.
- 6 **Please note:** If your tax compliance status reflects that you are non-compliant, you will not receive a TCC until you have rectified your compliance.
- 7 The **Tax Compliance status pin or a printed Tax Clearance certificate must** be submitted together with the bid. **Failure to submit** a Tax Compliance status pin or a printed Tax Clearance certificate **will result in the invalidation of the tender.**
- 8 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate **Tax Compliance Pin and printed TCC.**
- 9 **Please note that not all government institutions and private organisations will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, you must supply a printed TCC. It is envisaged that the PIN will, in time, replace the paper TCC.**

TAX CLEARANCE CERTIFICATE

In terms of the Municipal Preferential Procurement Policy, tenderers must ensure that they are up-to-date with payments of taxes.

The tenderer **must** attach to this page a **Tax Compliance status pin and a printed Tax Clearance certificate**, as issued by the South African Revenue Service.

Failure to submit a Tax Compliance status pin or a printed Tax Clearance certificate **will result in the invalidation of the tender.**

Signed

Date

Name

Position

Tenderer

SCHEDULE 1A: AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
 . Chairman
 2.....
 Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....
Signature: Sole owner

2.....
Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars **must** be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Enterprise details

Name of enterprise	
Contact Person	
Email	
Telephone	
Cellphone	
Fax	
Physical Address	
Postal Address	
Central supplier database registration number	MAAA

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number:	
---	--

Section 3: SARS information:

Tax reference number:	
VAT registration number, if any:	

Section 4: CIDB registration number: n/a

Section 5: Particulars of principles

Principle: means a natural person who is a partner in partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act. No. 71 of 2008) a member of a close corporation registered in terms of the Close Corporation Act, 1984 (Act No.69 of 1984)

Full name of principal	Identity number*	Personal income tax number*

* Please complete and attach copies of Identity documents.

Section 6: Banking Details of companies and close corporations

Bank name and branch:

Bank account number:

Name of account holder:

Signed Date

Name Position

Tenderer

SCHEDULE 1C: DOCUMENTS OF INCORPORATION (CK2)

The Tenderer **must** attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Signed

Date

Name

Position

Tenderer.....

SCHEDULE 1D: PAYMENT OF MUNICIPAL ACCOUNTS

In terms of the Municipal Supply Chain Management Policy and System and its Preferential Procurement Policy, tenderers **must** ensure that they are up-to date with their payments of municipal accounts.

The tenderer **must attach to this page**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the certificate for municipal services on the next page. In the event of leasing, a lease agreement **Must** be attached to the tender document.

Signed Date

Name Position

Tenderer

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Cape Agulhas Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder Partners, ect.:

Director /Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB: Please attach certified copy(ies) of ID document(s)
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.**

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

Signature	Position	Date

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
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SCHEDULE 1E: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

A bidder who qualifies as an EME in terms of the B-BBEE Act **must** submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

A Bidder other than EME or QSE **must submit their original and valid B-BBEE status level verification certificate or a certified copy** thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

MINIMUM REQUIREMENTS FOR VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES (The following information must be on the face of the certificate)	Indicate with (x)	
	yes	no
The name and the physical location of the measured entity		
The registration number and, where applicable, the VAT number of the measured entity		
The date of issue and date of expiry		
The certificate number for identification and reference		
The scorecard that was used (for example EME, QSE or Generic)		
The name and / or logo of the verification Agency		
The SANAS logo		
The certificate must be signed by the authorized person from the Verification Agency		
The B-BBEE Status level of Contribution obtained by the measured entity.		

Failure on the part of a bidder to claim, fill in and/or to sign CAMBD 6.1 and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Signed Date

Name Position

Tenderer

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1 EMEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

1.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership;

or

1.2. **A VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);

or

1.3. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); **or**

1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

2. QSEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

2.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership (**form available in the tender document**);

or

2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

2.2.1. A registered Auditor approved by IRBA; or

2.2.2. A verification Agency accredited by SANAS.

2. BIDDERS OTHER THAN EMEs & QSE's

3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by:

3.1.1. A Registered Auditor approved by IRBA; **or**

3.1.2. A Verification Agency accredited by SANAS.

WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:

4.1. The Auditor's letterhead with FULL contact details;

4.2. The Auditor's practice number;

4.3. The name and physical location of the measured entity;

4.4. The registration number and, where applicable, the VAT number of the measured entity;

4.5. The date of issue and date of expiry;

4.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and

4.7. The total black shareholding and total black female shareholding.

SCHEDULE 1F: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

CURRENT / PREVIOUS EXPERIENCE

Indication of Competence / Ability to Perform Successfully

List of recent or previous work of a similar nature undertaken by the firm

<u>Description of Contract</u>	<u>Name of Employer</u>	<u>Contact person</u>	<u>Tel number:</u>	<u>Value of contract Inclusive of VAT (Rand)</u>	<u>Date completed</u>

**Only projects that have been completed will be used for evaluation purposes and not current or on-going projects.*

The Cape Agulhas Municipality will verify all information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further. Therefore it is stressed that the contact firm or person of the bidder must be willing to confirm the information in writing on the request by the Municipality.

The Bidder hereby confirms that the information given above is true and correct:

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

SCHEDULE 1G – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS (KPIs)	
1.1.	Work(s) performed / goods delivered within timeframes specified
1.2.	Work(s) performed / goods delivered within financial framework specified
1.3.	Acceptable quality of work(s) performed / goods delivered
1.4.	OTHER:
(a)	
(b)	
(c)	
(d)	
(e)	
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>	

Signed

Date

Name

Position

Tenderer

SCHEDULE 1H: NATIONAL SMALL BUSINESS ACT NO. 102 OF 1996 CLASSIFICATION

The following table must be completed in order to establish whether a business can be classified as an SMME in terms of the National Small Business Amendment Bill pertaining to the National Small Business Act 102 of 1996. Indicate the sector by ticking the corresponding information blocks.

National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification		Size of class	Total full-time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)	Indicate the category of your business
Please indicate your Sector "X"		Less than:		Less than:		"X"
All Tiers of Government 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture 11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying 21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Manufacturing 30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water 41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Construction 50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services 62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade 64101 - 64299		Medium	200	R13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications 71001 - 75999		Medium	200	R26 m	R 6 m	
		Small	50	R13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services 81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services 91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	

Signed

Date

Name

Position

SPECIAL CONDITIONS & EVALUATING CRITERIA

The following general conditions will apply to the tender:

Die volgende algemene voorwaardes ten opsigte van die tender sal geld

1. **Documents may only be completed in black ink.** Dokumente mag slegs in swart ink voltooi word.
2. **All bids must be submitted in writing on the official forms (not re-typed).** Alle tenders moet skriftelik op die amptelike vorm ingedien word (nie oor getik nie).
3. **The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.** Die gebruik van korrigeerlak / tape op die tender dokumente word nie toegelaat nie. As daar 'n fout is, trek 'n lyn deur dit, die parafeer langs dit en maak die regstelling direk bo / onder / langs dit.
4. Tenders must be completed in full and each page must be initialed. No page should be removed from the document. Tenders moet in alle opsigte volledig voltooi word en elke bladsy geparafeer. Geen bladsy mag uit die dokument verwyder word nie.
5. All schedules as well as the following documents **must** be completed and submitted with the bid documents, failure to complete and submit the following will invalidate your bid:
 - (a) **CAMBD 1** - Invitation to Bid
 - (b) **CAMBD 4** - Declaration of Interest
 - (c) **CAMBD 6.1** - Preference Points Form In Terms Of The Preferential Procurement Regulations 2011
 - (d) **CAMBD 8** - Declaration Of Bidder's Past Supply Chain Management Practices
 - (e) **CAMBD 9** - Certificate of Independent Bid Determination
 - (f) **Form of Offer and Acceptance**
6. We undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice. Ons onderneem om betaling vir die dienste wat gelewer word in ooreenstemming met die terme en voorwaardes van die kontrak, binne 30 (dertig) dae na ontvangs van 'n faktuur te maak.
7. A firm completion period/date must be indicated from the official order date. 'n Bestendige voltooiings tydperk moet aangedui word vanaf die amptelike bestelling uitgereik is.
8. No bid will be accepted from persons in the service of the state. Geen tenders sal aanvaar word vanaf persone wie in diens van die staat is.
9. Sealed Tender, marked "**Tender Nr: SCM41/2018/19 PREPAYMENT ELECTRICITY VENDING SYSTEM**", must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than 12:00 on **Friday, 21 May 2019** after which it will be opened in public. Tenders may only be submitted on the prescribed official document. Verseëld tenders, gemerk "**Tender Nr: SCM41/2018/19 PREPAID ELEKTRISITEIT SISTEEM**" moet in die tenderbus by die Munisipale Kantore geplaas word te Dirkie Uysstraat 1, Bredasdorp, of gepos word om die Munisipale Bestuurder, Kaap Agulhas Munisipaliteit, Posbus 51, Bredasdorp, 7280 te bereik nie later nie as 12:00 op **Vrydag, 21 Mei 2019**, waarna dit in die publiek oopgemaak sal word. Tenders mag slegs ingedien word op die voorgeskrewe tender document.
10. Council reserves the right not to accept any tender. No faxes or e-mails will be accepted and **only the supplied municipal tender form may be used.** Die Raad behou die reg voor om nie die laagste of enige tender te aanvaar nie. Geen fakse of e-pos sal aanvaar word nie en **slegs die munisipale tender vorm, soos verskaf, mag gebruik word.**
11. A Tax Compliance status pin or a printed Tax Clearance certificate, as issued by the South African Revenue Service, **must** be submitted with the tender, otherwise the tender will be disqualified.

12. The 80/20 scoring system, as stated in the Cape Agulhas Municipal Supply Chain Management Policy, will be used when considering tenders. The **two stage bidding** process will be followed in evaluating this quotation. Firstly it will be evaluated for functionality and thereafter for price and preference. **Die 80/20 punteseelsel volgens die Kaap Agulhas Munisipale Verkrygingsbeleid sal met die toekenning van die tender gebruik word.** Die tender sal op die **twee-fase sisteem** evalueer word. Eerstens vir funksionaliteit en daarna vir prys en voorkeur.

13. **PAYMENT OF MUNICIPAL ACCOUNTS (SHEDULE 1 D)**

The tenderer **must attach**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the **certificate for municipal services** and must be verified by the Municipality where account is held. In the event of leasing, a lease agreement **must** be attached to the tender document.

14. Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

15. **TEST FOR RESPONSIVENESS**

15.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

15.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract,
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

16. **The tender must be valid up to 90 days after the closing date. Die aanbod moet geldig wees vir 90 dae na na die sluitingsdatum**

17. EVALUATION CRITERIA

17.1 Functionality Criteria

FUNCTIONAL EVALUATION & PRE-QUALIFICATION CRITERIA

1. EVALUATION OF BIDS BASED ON FUNCTIONALITY

The tender will first be evaluated in terms of the functionality of the tender submission as per the functionality requirements stipulated below. Thereafter the evaluation of the tender will be done in terms of compliance to the criteria indicated under the Pre-Qualification Criteria included in the Tender Specification (Section 4.4). Bids failing to achieve the 100% qualifying score for functionality as listed below will be disqualified from further evaluation on the scoring of the pre-qualification criteria.

Proof of relevant accreditations must be submitted for each criterion requested, if such proof is not submitted, the tender will not be further evaluated. Fifteen points are available as indicated below. The bidder must score 15 out of 15 points (100%) for functionality criteria in order for the tender to be evaluated further.

Where applicable and stipulated in bold for each of the criterion below:

- It must be proven with valid supporting documents / certificates.
- It must be successfully demonstrated during a practical evaluation session.

The point allocation will be based on the following description:

1 (one) point is awarded for a "Yes" tick and a 0 (zero) point is awarded for a "No" tick

VENDING SYSTEM				
1.	Offered solution provides for a fully functional vending system for the entire vending domain of the municipal area (must be demonstrated if requested to do so)	YES		NO
2.	A full system description and technical details of the solution offered must be included (system implementation plan must be included)	YES		NO
3.	The vending system shall accommodate 13 digit meter serial numbers (must be demonstrated if requested to do so)	YES		NO
4.	The functionality of the security module offered must be in accordance with STS600-4-x (system implementation plan must be included) and the vending system must be STS600-4-x certified	YES		NO
5.	The solution offered must be 100% compliant with the tender specification (detailed compliance schedule must be included)	YES		NO
6.	The Bidder needs to have a regional office within the boundary of the Western Cape with at least 10 suitably qualified personnel permanently located at this office (copy of lease agreement of municipal account, clear company organogram, certified proof of qualifications and proof of company payroll to be provided)	YES		NO
7.	The bidder needs to be CIDB registered (documentary proof needs to be provided)	YES		NO
8.	The bidder needs to be ISO 9001:2015 certified with a scope of work related to the services required by this tender specification (documentary proof needs to be provided)	YES		NO
9.	The bidder (or a company within the bidders related group companies) needs to be the developer and owner of the vending system software (documentary proof must be provided)	YES		NO

VENDOR MANAGEMENT				
1.	Payment of collected revenue into Cape Agulhas Municipality bank account must be completed within 72 hours (working days) of transaction date (system implementation plan must be included)	YES		NO
2.	The tenderer must have money insurance against revenue loss (system implementation plan must be included)	YES		NO
3.	Payment of revenue received (prepaid & auxiliary debt separately) directly into the municipalities account together with a reconciliation of said revenue (system implementation plan must be included)	YES		NO
4.	The majority of vendors need to be directly managed by the bidder and not supplied via 3 rd parties (system implementation plan must be included)	YES		NO
5.	Only a limited number of aggregation vending points will be allowed and only upon approval of the municipality (system implementation plan must be included)	YES		NO
6.	The bidder shall not allow any vending outlet to charge any additional cost on top of the approved municipal tariffs (system implementation plan must be included)	YES		NO

17.2 Price & Preference

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

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{min} = Comparative price of lowest acceptable bid

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

2. PRE-QUALIFICATION CRITERIA

The following are part of the evaluation criteria for functional responsiveness. **Bidders must complete the table below for this purpose.**

Pre-Qualification Criteria:

- Name, Surname and highest tertiary qualifications must be submitted for all positions listed in the criterion below. Certified proof of relevant qualifications and a one (1) page CV must be submitted.
- The dedicated individuals as listed in the criterion below, shall not be permitted to perform in more than one position (each criterion must only have one dedicated individual that is not listed in any other criterion as listed below – no multi-tasking will be allowed)

Proof of relevant qualifications must be submitted for each criterion as requested, if such proof is not submitted, the tender will not be evaluated further.

A **maximum of one hundred & forty five (145) points** are available as indicated in the table below. The bidder must score at least **110 out of 145 points** for pre-qualification criteria in order for the tender to be evaluated further

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

	Criteria	Maximum Points attainable	Points Claimed	Reference In Bid (Page numbers/map reference)	Points Attained
1.	Similar experience in prepayment vending systems in years				
1.1	Minimum period of five (5) years' experience with similar vending systems (less than 5 years = 0 points and 5 years = 5 points)	5			
1.2	One (1) point for every year experience with similar vending systems (6 years = 1 point; 7 years = 2 points; 8 years = 3 points; 9 years = 4 points; 10 years = 5 points)	5			
2.	Similar vending projects successfully completed				
2.1	Two (2) points for every project successfully completed	20			
3.	Relevant local municipal market presence				
3.1	Six (6) or more existing Municipal customers based within the Western Cape for whom a fully hosted vending system for prepaid vending are provided = 20 points	20			
3.2	Three (3) or more but less than six (6) existing Municipal customers based within the Western Cape for whom a fully hosted vending system for prepaid vending are provided = 10 points	10			
3.3	Less than three (3) existing Municipal customers based within the Western Cape for whom a fully hosted vending system for prepaid vending are provided = 5 points	5			

	Criterion	Name		Surname	
4.	Relevant Tertiary Qualification of Nominated Senior Manager Vending Operational Support				
	Qualification Level	Maximum Points attainable	Points Claimed	Reference In Bid (Page numbers/map reference)	Points Attained
4.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT or Business qualification)	10			
4.2	At least a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT or Business qualification)	5			
4.3	Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT or Business qualification)	1			
	Criterion	Name		Surname	
5.	Relevant Tertiary Qualification of Nominated Senior Manager Field Operational Support				
	Qualification Level	Maximum Points attainable	Points Claimed	Reference In Bid (Page numbers/map reference)	Points Attained
5.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT or Business qualification)	10			
5.2	At least a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT or Business qualification)	5			
5.3	Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT or Business qualification)	1			
	Criterion	Name		Surname	
6.	Relevant Tertiary Qualification of Nominated Technology and ICT Specialist				
	Qualification Level	Maximum Points attainable	Points Claimed	Reference In Bid (Page numbers/map reference)	Points Attained
6.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT qualification)	10			
6.2	At least a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT qualification)	5			
6.3	Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT qualification)	1			

	Criterion	Name		Surname	
7.	Relevant Tertiary Qualification of Nominated Regional Support Staff				
	Qualification Level	Maximum Points attainable	Points Claimed	Reference In Bid (Page numbers/map reference)	Points Attained
7.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT or Business qualification)	10			
7.2	At least a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT or Business qualification)	5			
7.3	Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT or Business qualification)	1			
	Criterion	Name		Surname	
8.	Relevant Tertiary Qualification of Nominated Project Manager				
	Qualification Level	Maximum Points attainable	Points Claimed	Reference In Bid (Page numbers/map reference)	Points Attained
8.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT qualification)	10			
8.2	At least a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT qualification)	5			
8.3	Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT qualification)	1			
Total score points					
Tenderer will automatically be disqualified if the evaluation score points attained is less than 115 points					

Form of Offer and Acceptance

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONTRACT: SCM41/2018/19 SUPPLY INSTALLATION AND MANAGEMENT OF A STS COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM FOR A PERIOD OF 3 YEARS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

..... **Rands (in words);**

R.....in figures

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and address of organization)

Name and signature of witness

Date

.....

Acceptance (TO BE COMPLETED BY THE MUNICIPALITY)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer’s offer. In consideration thereof, the employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer’s offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data

and drawings and documents or parts thereof, which may be incorporated by reference into Parts above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

for the Employer CAPE AGULHAS MUNICIPALITY
1 DIRKIE UYS STREET
BREDASDORP
7280

Name and signature of witness

Date

.....

Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT - National Treasury General Conditions of Contract

The General Conditions of Contract, as issued by the National treasury, is applicable to this Contract and is obtainable from www.treasury.gov.za

The General Conditions of Contract shall be read in conjunction with the special condition as set out on pages 5 – 60. The Special Conditions shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Part 2: Data provided by the Service Provider

The **Service Provider** is:

Postal Address:
.....

Physical Address:
.....

Telephone:

Facsimile:

The **authorized and designated representative** of the Service Provider is:

Name:

The address for receipt of communication is:

Address:
.....

Telephone:

Facsimile:

Email:

SIGNED ON BEHALF OF TENDERER:

THE NATIONAL TREASURY: Republic of South Africa
GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and Documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

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

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

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.

17. Prices

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

18. Variation Orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the 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 supplier as having no objection and proceed with the restriction.

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

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

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

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

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

**24. Antidumping
And
Countervailing
duties and rights**

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

**25. Force
Majeure**

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

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

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

32. Taxes and Duties

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

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

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

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

33. Transfer of Contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
 -

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

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

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

3.13 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.

Section 3.13.1: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.2 Points claimed in respect of Level of Contribution (maximum of 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Cape Agulhas Municipality** in accordance with the requirements and specifications stipulated in bid number **SCM41/2018/19** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

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

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

I confirm that I am duly authorized to sign this contract

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)

1. I **DEAN O'NEILL** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **SCM41/2018/19** dated **21 MAY 2019** for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
SUPPLY INSTALLATION AND MANAGEMENT OF A STS COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM FOR A PERIOD OF 3 YEARS	R _____				N/A

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
4.4	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 bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. 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:**

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**SCM41/2018/19 SUPPLY INSTALLATION AND MANAGEMENT OF A STS
COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM FOR A PERIOD OF 3
YEARS**

in response to the invitation for the bid made by:

CAPE AGULHAS MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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