



**PART A
INVITATION TO BID**

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	PM50/2023	CLOSING DATE:	20 March 2024	CLOSING TIME:	10:00
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DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND MANAGE SOFTWARE FOR AN ON-LINE PREPAYMENT METER, VENDING SYSTEM, ARREAR COLLECTION, REVENUE ENHANCEMENT AND 3RD PARTY VENDOR MANAGEMENT FOR PERIOD OF THREE (03) YEARS
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT Polokwane Municipality, Civic Centre, corner Bondenstein and Landdros Mare Street not later than 10:00 on **20 March 2024**.

An official and compulsory briefing session will not be applicable for this project.

The Bid box is generally open 24 hours, 7 days a week.

Completed Bid document, fully priced and signed must be sealed in an envelope marked “ Bid number and Bid description”

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

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: <input type="checkbox"/>
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE R
SIGNATURE OF BIDDER		DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
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DEPARTMENT	POLOKWANE	CONTACT PERSON	Mr. Simon Shokane
CONTACT PERSON	Ms. Sibongile Madisha	TELEPHONE NUMBER	015 290 2584
TELEPHONE NUMBER	015 290 2358	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	SimonS@polokwane.gov.za
E-MAIL ADDRESS	sibongilem@polokwane.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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BID NO: PM50/2023

APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND MANAGE SOFTWARE FOR AN ON-LINE PREPAYMENT METER, VENDING SYSTEM, ARREAR COLLECTION, REVENUE ENHANCEMENT AND 3RD PARTY VENDOR MANAGEMENT FOR PERIOD OF THREE (03) YEARS

DIRECTORATE: BUDGET AND TREASURY

BUSINESS UNIT: REVENUE MANAGEMENT

Bids are hereby invited for the **Appointment of service provider to supply and manage software for an on-line prepayment meter, vending system, arrear collection, revenue enhancement and 3rd party vendor management for period of three (03) years.**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration

THIS BID IS SUBJECT TO THE, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2022, AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

The Municipality shall adjudicate and award bids in accordance with preference points of 80/20-point system, 90 points for the price and 10 points for specific goals. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days. The Council also reserves the right to negotiate further conditions and requirements with the successful bidder

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE [AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAINS MANAGEMENT REGULATIONS]

**MS. THUSO NEMUGUMONI
MUNICIPAL MANAGER
CIVIC CENTRE
LANDDROS MARE STREET**

RESPONSIVENESS AND EVALUATION CRITERIA

POLOKWANE MUNICIPALITY WILL CONSIDER NO BID UNLESS ITS MEETS THE FOLLOWING RESPONSIVENESS CRITERIA

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- A valid Central Supplier Database Number (CSD)
- Bid forms must be completed in full and each page of the bid initialed.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of municipal rates and taxes or letter from tribal authority or valid lease agreement must be attached.
- Complies with the requirements of the bid and technical specifications.
- Adheres to Pricing Instructions.
- Financial ability to execute contract
- Comply in full and observe the requirements of the Notice to Bidders
- Experience with similar work – demonstrate a track record of a projects of similar scope and size

EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Polokwane Municipality Supply Chain Management Policy (on request from Municipality), the
 - a) preferential procurement regulation, and other applicable legislations.
- The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

PLEASE NOTE

The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

- h) 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

FORM "A"

BID NO:PM50/2023

I/We, the undersigned:

- a) Bid to supply and deliver to Polokwane Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Scheduled to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Forms, MBD's, SBD's and the Annexures attached hereto, should this bid be accepted in whole or in part;
- d) Confirm that this bid may only be accepted by the Polokwane Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed atthis Day of (Year)

Signature of the Bidder: _____

Name of Bidder: _____

Professional Registration No, if any, attach proof)

Address: _____

Date: _____

As Witness: 1. _____

2.



Particular of Sole Proprietors and partners in partnerships

Name	Identity Number	Personal Income Tax Number

(Attach of identity Document, if bidder is a Sole Proprietor and/or partners in partnership)

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned am/are authorized to enter into this contract of behalf of:

by virtue of _____

dated _____ a certified copy if which is attached to this bid.

Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

Date: _____

As witness: 1. _____

2. _____

Please Note:

The prices at which bids are prepared to supply the goods and materials or perform the services must be placed on the column on the Form provided for that purpose.

Failure on the part of the bidder to sign the Form of Bid and initial each page of this bid document will result in a bid being disqualified.

Bank account details of bidder:

Bank: _____

Branch: _____

Branch Code: _____

Accounting Number: _____

Type of Account: _____

PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL TO BE ATTACHED (ARRANGEMENTS MADE WITH COUNCIL WILL BE TAKEN INTO CONSIDERATION).

**NOTE: THE AUTHORIZED SIGNATORY MUST SIGN ANY ALTERATIONS TO THE
BIDDER DOCUMENT IN FULL**

ANY COMPLETION OF THE BIDDER DOCUMENT IN ERASABLE INK WILL NOT BE ACCEPTED

BIDDING INFORMATION

Details of person responsible for bidding process

Name _____

Contact number _____

Address of office submitting bid _____

Telephone _____

Fax no _____

E-mail address _____

VAT Registration Number _____

AUTHORITY FOR SIGNATORY

Signatories for close corporation and companies shall conform their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“By resolution of the board of directors passed on _____ 20_____

Mr/Ms. _____

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

Contract _____ No _____

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

Signed on behalf of the company:

In his/her capacity as:

Date: _____

Signature of signatory

As witness: 1. _____

2. _____

FORM “B”

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

1. **“Acceptable bid”** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2011).
2. **“Chairperson”** means the chairperson of the Polokwane Municipality Bid Adjudication Committee.
3. **“Municipal Manager”** means the Municipal Manager of the Municipality.
4. **Committee”** refers to the Bid Adjudication Committee.
5. **“Council”** refers to Polokwane Municipality.
6. **“Member”** means a member of the Bid Adjudication Committee.
7. **Service providers”** refers to the bidders who have been successful in being awarded Council contracts.
8. **SMMEs”**(Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
9. **Contract”** refers to legally binding agreement between Polokwane Municipality and the service provider.
10. **Bid** “means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. **Contractor”** means any natural or legal person whose bid has been accepted by the Council.
12. **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.
13. **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.
15. **“Highest acceptable tender”** Means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders
16. **“Historically Disadvantaged Individual (HDI)”** means a South African Citizen (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) (“the Interim Constitution”); and/or (2) Who is a female; and /or (3) Who has a disability; Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;
17. **“Lowest acceptable offer”** Means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders
18. **“Specific goals”** Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994
19. **“Tender for income-generating contracts”** Means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions

INTERPRETATION:

1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes:-
3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

To supply all or any of the supplies and/or to render all or any of the services described in the attached documents (Forms, Schedule(s) and/or Annexure(s) to the Polokwane Municipality.

On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Polokwane Municipality during the validity period indicated and calculated from the closing time of the bid.

This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Polokwane Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby

undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Polokwane Municipality legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicate to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.

I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfillment of this contract.

I/we declare that I/we have participated /no participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved: _____

FORM "C"

General Conditions of Contract

1 DEFINITION

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 component 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, component 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 GC 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 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 inspections 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.

16.3 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 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, sum calculated on the delivered price of the delayed goods or unperformed 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 service 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 associate time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed.

Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

(i) The name and address of the supplier and / or person restricted by the purchaser;

(ii) The date of commencement of the restriction

(iii) The period of restriction; and

(iv) The reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, 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.

FORM “D”

GENERAL PROCEDURES

1 General Directives

- 2.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
- 2.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 2.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 2.4 The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
- 2.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.
- 2.6 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.
- 2.7 The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation.

The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with

regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3 Payment of bid documents

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in the national treasury publication portal www.etenders.gov.za, the website of the municipality or any other appropriate ways (which may include an advertisement in Polokwane Municipality Notice board)

5 Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

- 6 Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- 7 Bids submitted must be sealed.

8 The following information must appear in any advertisement:

- Bid number;
- Description of the requirements;
- The place where the bid documents can be obtained;
- The date, time and venue where site inspection/briefing session will be (if applicable);
- Closing date and time;
- The fee applicable that must be paid before the bid documents will be issued; and
- The name and telephone numbers of the contact person for any enquiries

9 Site meetings of briefing sessions

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

10 Handling of bids submitted in response to public invitation

10.1 Closing of bids

All bids will close at **10H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

10.2 Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management or his/her delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

10.3 Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document.

Should the validity period expires on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

10.4 Consideration of bids

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.
- The decision by the Municipality regarding the awarding of a contract must be final and binding

10.5 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

11 Compliance with bid conditions;

- Bid submitted on time,
- Bid forms signed and each page initialled
- All essential information provided
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment of Municipal Fees

12 Meeting technical specifications and comply with bid conditions;

13 Financial ability to execute the contract; and

- (i) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives and points scored for price.
- (ii) Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- (iii) The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

14 Evaluation of bids on functionality and price

14.1 All bids received will be evaluated on functionality and price.

15 The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

- I. The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for price.
- II. Only bid with the highest number of points will be selected.

16 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form.

The successful service provider will be required to sign the service level agreement.

Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted

17 Publication of bids results

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

18 Cancellation and re-invitation of bids

- I. In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system
- II. In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be

cancelled. If one or more of the acceptable bid(s) received are above the R50 million threshold, all bids received must be evaluated on the 90/10 preference point system

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

Municipal Manager may, prior to the award of a bid, cancel the bid if:

Due to changed circumstances, there is no longer a need for the services, works or goods requested.

Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or

Funds are no longer available to cover the total envisaged expenditure.

Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: or

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)

FORM" E"

BID NUMBER: PM50/2023

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND MANAGE SOFTWARE FOR AN ON-LINE PREPAYMENT METER, VENDING SYSTEM, ARREAR COLLECTION, REVENUE ENHANCEMENT AND 3RD PARTY VENDOR MANAGEMENT FOR PERIOD OF THREE (03) YEARS

SPECIAL CONDITIONS OF CONTRACT

1. Bidders should be registered as an ISO 9001 certified company as on the closing date of the tender. The certification must be maintained for the duration of the contract. Failure to submit documentary proof will be considered as submitting a non-responsive bid.
2. The Polokwane Municipality require the provision and administration of an electricity vending system which must be compliant with recent STS, SANS, NRS and SABS.
3. The Bidder must demonstrate the capacity to front load the municipality with a minimum advance of R45 000 000
4. The bidder must attach a guarantee or written letter of intent from the bank indicating that the service provider if appointed will be able to transfer the minimum amount of R45 Million into the Polokwane Municipal Account before vending.
5. The service provider may be required to provide meters or meter funding as per the municipality specification as and when required and recover the funding as a prorata over the contract period on a monthly basis. The bidder will supply quotation when requested and Polokwane Municipality reserve right to negotiate and approve/disapprove the quote.
6. The appointed bidder will be expected to migrate the current data seamlessly without service disruption such that customers maintain and retain same meter numbers and have at least 12 Months purchase History within 30 Days of appointment.

FORM "F"

BID NUMBER: PM50/2023

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND MANAGE SOFTWARE FOR AN ON-LINE PREPAYMENT METER, VENDING SYSTEM, ARREAR COLLECTION, REVENUE ENHANCEMENT AND 3RD PARTY VENDOR MANAGEMENT FOR PERIOD OF THREE (03) YEARS

BACKGROUND OF THE PROJECT

1. Polokwane municipality has about 25500 customers on prepaid water and continue to convert more to prepaid while having over 58500 on prepaid electricity, the municipality generates over R560 Million per annum through prepaid sales. The municipal customers have variety of sales point to purchase prepaid water and electricity amongst others, Municipal offices, Bank ATM, Cell phone, selected stores and filling stations, other sales methods.

Polokwane Municipality requires a prepayment vending system for the following services:

- Prepayment vending system technology and license, on-site support and maintenance;
- Vendor management;
- Back end support
- Data management and revenue protection; and
- Inspection of Pre-Paid Meters and tamper management and compliance relating to token identifiers (TID) on STS vending systems
- Supply pay point platform (collection)
- On request Supply and installation of smart meters according to specification approved by the municipality.
- Meter audit

1. OBJECTIVES

The purpose of this tender is to procure the services of a Service Provider (also referred to as Supplier or Contractor) to provide all the above services for the period of three years.

The successful bidder and Polokwane Municipality will conclude a Service Level Agreement ("SLA") based on mutually agreed performance measures. The bid will be evaluated on functionality. Only responsive bids will then be evaluated on preference and price.

2. KEY PERFORMANCE INDICATORS

	INDICATOR	TARGET	MEASUREMENT
1.	Vending system to be operational and fully functional.	Within 30 days of final award	Initial measurement
2.	Obtain approval of system changes by the service provider prior to any implementation.	100%	Monthly
3.	Transfer advance before collecting on behalf of the municipality.	99%	Monthly
4.	Downtime of not less than 99% measured on a 24 hour per day per week basis.	99%	Monthly
5.	Response time to queries logged within 24 hours.	98% of all calls logged	Monthly
6.	Enter into a Service Level Agreement before commencement date.	Within 30 Days	Initial measurement
7.	Number of meters delivered	98%	Within 14 days

2. SCOPE OF WORK

1. The active Vending System shall be hosted off site, by the service provider.
2. The back-up Vending System shall be hosted off site, by the service provider.
3. The Vending System must have the capability to vend to all meters installed in the Municipality's service area including the following meters:
 4. The transfer from the existing system to the new one shall be seamless. The current service provider shall ensure that all existing data is properly backed-up and secured prior to the new system being deployed. Cost for the recovery of the loss of existing meter data, whether accidental or otherwise, during transfer from existing system to the new system, shall be for the account of the new Service provider
5. The proposed system must be commissioned in parallel with the existing systems without having a period when consumers cannot purchase any electricity. All components of the prepayment vending system, including vendor management, data management and revenue

protection and additional supplementary support services must be commissioned and implemented within 30 days after the date of awarding the tender.

3. LIAISON WITH MUNICIPAL STAFF AND WORK PROCEDURE

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

4. WORKING HOURS

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

5. PAYMENT

The service provider will pay the municipality upfront and The total of all the payments collected by the Service Provider must be deducted against the advance on real-time or within 48 hours from the day collected by the Service Provider to Polokwane Municipality's bank account free of any commissions or other deductions. The Polokwane Municipality shall pay the Service Provider all fees due in terms of the general conditions of contract.

6. CONTINUITY AND PROFILE OF SENIOR STAFF ON THE PROJECT

The Bidder must guarantee the presence of the Project Manager and other senior technical personnel to be based on site for the duration of the implementation and the necessary on-site support post implementation. If the senior representative / manager must leave the project (subject to municipal agreement), a period of at least one week is required in which the senior must work jointly (collaboratively) with the next person (new incumbent) to facilitate continuity and the transfer of skills and knowledge.

HEALTH AND SAFETY

The contractor/supplier/service provider and his sub-contractors are required to adhere to the provisions of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as amended.

Certain hazards are unavoidable and will be prevalent and these must be considered by the contractor/supplier/service provider during the implementation of the project.

7. PREPAYMENT VENDING SYSTEM

General

- The system offered must be windows based system comprising a complete and fully functional prepayment vending and management system including all the operating and database modules needed to operate such a system.
- The minimum hardware, software and communications requirements on which to run the system must be detailed for all the different components of the system.
- The system must provide for the following types of payment:
- The system must provide for the Electricity Base Support Services Token (EBSST). The system must not allow the issue of more than one EBSST per customer per month.
- The system must vend in real time on-line to all installed, existing and commissioned and newly prepayment meters in the municipal area of supply. Polokwane Municipality must be indemnified

against patent infringement including any damages awarded, attorney costs and the cost of replacing the vending system should patent infringements be awarded against Polokwane Municipality due to the Service Provider's vending system.

- All system functions must be accessed via a user-friendly graphics user interface.
- The prepayment meters must accept all codes generated by the system to a valid meter and must not reject the code generated.
- The system must have the ability to collect arrears from the consumer by leveraging the prepayment transaction according to a unique formula for each consumer as determined by the Municipality.
- The system must be able to collect all municipal account payments at the vending points. The system must
 - interface seamlessly with the municipal financial billing system on transactional level as per agreed timing.
- The system must be capable of interfacing with Polokwane Municipality's GIS and other 3rd party systems.
- The system must be operational on a 24 hour per day x 7 days per week x 365 days a year (24 x 7 x 365) basis.
- All new hardware and software must be guaranteed for the contract period.
- The maintenance on both the hardware and software must be provided for during the contract period.
- All new hardware, software and communication equipment installed must be covered by the Service Provider's insurance for the contract period.
- The Service Provider must be responsible for the supply of all the necessary consumables, e.g. printer paper, printer cartridges, etc.
- The necessary access must be available to the system for the purposes of auditing and inspection by the internal audit section and the office of the Auditor-General.
- The system must also provide the option for off-line mode of operation.
- The system must allow for debt collection module on municipal accounts.
- All the necessary communication lines, i.e. dedicated Telkom, cell phone, etc must be provided as part of the system.
- The system must be able to vend to all consumers through up to +-35 vending points.
- The system must provide for the Free Basic Electricity (FBE) tokens. The system must not allow the issue of more than one FBE token per customer per month.
- The vending system must comply with the requirements of National Treasury's Standard Chart of Account specific to local government (m-SCOA for Municipalities).
- The system must be TID Roll over compliant

8. Mandatory Requirements

1. Software Architecture
2. The hosted online vending system software must be hosted in at least a Tier 3 data centre.
3. Reporting System

The vending management system must have sufficient system queries to allow for operational management and customer support.

4. The vending management system must have a separate hosted dedicated reporting environment where operational and management reports can be accessed securely via on-line connection as per the prescribed format of the Polokwane Municipality.
5. Polokwane Municipality must have the ability to design and extract their own reports.
6. The vending management system must have the capability to interface with reporting applications supporting customizable reports.

9. Reporting and Information

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

- (1) Energy sales per meter
- (2) Energy sales per POC (point of connection)
- (3) Energy sales per customer
- (4) Electricity purchased by cash, credit card, debit card, electronic fund transfer
- (5) Financial statistics relating to individual transactions
- (6) Total sales per vendor (point-of-sale) in a date range
- (7) All transactions for a shift per vendor (point-of-sale)
- (8) Shift details per vendor (point-of-sale) in a date range
- (9) Refunds given
- (10) Free units issued
- (11) Energy sales as per POC (point of connection)
- (12) Number of customers purchasing less than a selectable number of kWh per month
- (13) Value of service charges per tariff (14) Recovery of arrears
- (15) Debt statistics:
 - Outstanding debt balance
 - Loaded debt
 - Collected debt total/vendor
 - Manually cleared debt
 - Debt loadings report
 - Block meters with outstanding debt
- (16) Emergency off-line sales report
- (17) Number of active customers per town
- (18) History of all customers per POC (point of connection)
- (19) History of all meters at a POC (point of connection)
- (20) Movement history per meter
- (21) Movement history per customer
- (22) Track low purchase history
- (23) Meter changes
- (24) Electricity purchased per Suburb
- (25) Total meters installed per Suburb
- (26) List of customers selected by street name or a portion of the address
- (27) List of disconnected meters by disconnected reasons in a date range
- (28) List of disconnected meters by town
- (29) List of disconnected meters by POC (point of connection).
- (30) Blocked meters on system.
- (31) Statistics of installed meters filtered by date range, connected type, district, etc.
- (32) Available sequence number report.
- (33) Engineering tokens report.
- (34) Point of sale credit updates.
- (35) User audit trace.
- (36) Deleted transaction reports.

(37) Vendors per district.

(38) The municipality may require type one and or type two report from the auditors of successful bidder.

(39) Total sales per meter for all the vendors per annum and daily estimates.

The databases shall **not** be encrypted as the design of customized reports is essential.

11. Online Customer Contract Management

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

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

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

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

12. Online Engineering Operations

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

13. Online Auxiliary Account Management

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

13.2 Online Asset Management

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

13.3 Online System Configuration

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

13.4 Online System Security

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

13.5 Annual tariff adjustments

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

14. Support, Installation & Commissioning

- 14.1 The Service Provider must provide local (onsite) support during the implementation of the system. This support must include 24-hour technical support to respond to end-user problems and to resolve technology failures.
- 14.2 The Service Provider must provide Polokwane Municipality with a comprehensive customized Standard Operating Procedures.
- 14.3 The Service Provider must provide comprehensive local (on site) support for the duration of the contract. This must include a fully functional local office, manned weekdays from 08:00 until 17:00 with sufficient support staff to ensure that the full prepayment system is maintained and that it operates at optimum performance level.
- 14.4 The Service Provider must for the duration of the contract have a technical person on standby 24 hours per day 365 days a year to respond to technical as well as financial problems.
- 14.5 The Service Provider must provide remote (telephonic) support for the system via a help desk facility which is available 24 hours per day x 7 days per week x 365 days a year (24x7x365) for the duration of the contract. The system must send and communicate sms to the municipality of any technical challenges or maintenance and projected time.
- 14.6 Remote support must include an offsite backup and disaster recovery service through the mirroring of data on at least a weekly basis. The proposed system must conform to best industry standard backup and disaster recovery procedures.
- 14.7 Bidders must submit themselves to an independent assessment of their capabilities, demonstrating at least 5 permanent dedicated and centrally located system support personnel in their employment.
- 14.8 Once the training is complete and the system has been commissioned, the Service Provider must be required to aid personnel on the ground during the start-up of the project. This will entail dealing with any problems relating to the live operation of the system, and ensuring that correct procedures and principles are adhered to.
- 14.9 The Bidder must indicate how continuity of site support will be ensured to negate the possible adverse effect of high staff turnover.
- 14.10 The Service Provider will be responsible for the integration of the system with current processes within Polokwane Municipality. Should it be necessary to change processes to accommodate system needs, the Service Provider will design these processes and assist in their implementation.
- 14.11 The Service Provider will be responsible for the integration of the prepayment system to all necessary and appropriate systems in Polokwane Municipality to ensure optimal system operation.
- 14.12 Bidders must allow for the commissioning of the entire system on completion. The successful Bidder must prove to the Engineer that the system is functioning correctly as per the offer and the requirements of this specification.

15. Technology and Platform

15.1 Database

- 15.1.1 The system must operate on a relational database technology.
- 15.1.2 Although the application must operate on a Windows® platform, the database technology offered must not be limited to a Windows®-based machine. To ensure agility, future enterprise scalability, security and flexibility, the database must be available on multiple platforms such as Windows®.
- 15.1.3 The design of the database must be such that it conforms to the following Relational Database Management System (RDBMS) rules:
- i. All information must be represented only in tables.
 - ii. Each atomic value must only be accessible by combination of table name, primary key and column name.
 - iii. All Nulls must be systematic treated within the RDBMS.
 - iv. An on-line data catalogue must be maintained by the RDBMS.
 - v. A comprehensive data sub-language must exist, supplementing standard SQL.
 - vi. High-level *Insert*, *Update* and *Delete* functionality must exist within the RDBMS.
 - vii. Both physical and logical data independence must be maintained by the RDBMS. viii. A low-level language must not subvert or bypass the RDBMS high-level language.
- 15.1.4 The database must allow concurrent users to access data on a central database from various online terminals.
- 15.1.5 The RDBMS must allow for automated triggers to be set on any database field, prompting for a function to be executed. This ensures data integrity, audit-ability and data completeness.
- 15.1.6 The database must allow for multi-version consistency. This means that “writers must not block readers and readers must not block writers” to ensure data integrity. The requirement is that “readers do not block writers and writers do not block readers”. In other words, the reader will see the data as it was before the writer began changing it, and until the writer commits. A less mature locking scheme will result in many delays/waits in the foreseen heavy OLTP (Online Transaction Processing) environment.
- 15.1.7 The database must not allow the escalation of row locks to page level locks when too many rows on a page are locked. This locks rows that are uninvolved in any updates for no good reason.
- 15.1.8 The database must allow the following:
- i. Control of sorting, for optimal memory allocation.
 - ii. Control over SQL caching, again for optimal memory allocation.
 - iii. Control over storage/space management to prevent fragmentation. Pages (blocks) and extents must not be fixed to a certain size. The database must allow the specification of larger extents to ensure contiguous space for large objects. iv. Range partitioning of large tables and indexes. For example, a large 100GB table must be allowed to be seamlessly partitioned at the database level into range partitions. This requirement will allow the utility to effectively store any historic data – for instance, the transaction table can be partitioned into monthly partitions. Partitioned tables and partitioned indexes give performance and maintenance benefits, whilst being transparent to the application.
- 15.1.9 The database must support a JAVA database engine, enabling future application integration.

15.1.10 Stored Procedures must be precompiled before executed. This will negate any significant system overhead, especially in consideration of the diverging business rules for prepayment and associated debt collection.

15.1.11 The database must allow the reading of, and writing to, external files via Stored Procedures, ensuring ease of system integration.

15.2 Operating System

15.2.1 The application must operate on a latest Windows platform. No legacy DOS-based support must be acceptable.

15.2.2 All system functions must be accessed via a user-friendly Graphical User Interface.

15.3 Hardware

15.3.1 All vending system server infrastructure should be hosted by the Service Provider in at least a Tier 3 Data Centre.

15.3.2 All client-side components of the system must operate on a standard, readily available, PC-based machine with no special modifications required to any parts.

15.3.3 The bidder must supply a standard STS security module solution operating with at least a 16-bit PCI-based PC motherboard situated at the hosted environment.

15.3.4 The bidder must supply all hardware (new) required.

15.4 Data Model

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

- i. A *Point-of-Connection* must be supported which is independent from a *Location, Meter and Consumer*.
- ii. The tariff must not be connected to a *Meter* or a *Consumer*, but must rest with the *Point-of-Connection*.
- iii. The data model must allow for the definition of hierarchical *Nodes* to simulate a distribution network.
- iv. The data model must allow for WGS-84 GPS coordinate definition with all locations.
- v. The data model must accommodate, for enhanced management purposes, possible additional resources like water, gas and other utilities.
- vi. The data model must accommodate meter reading for reading prepaid meters, and reconciling meter consumption with sales.

15.5 Integration and Interface Requirements

15.5.1 File based integration. The system must be able to facilitate file-based integration via a purpose-built application at least on an hourly basis. This application must be able to extract or import data according to dynamically defined business rules. This application must also be able to manage and track processed data, regenerated files and enable additional file layouts as required. The system

must be able to record the erf number and municipal account number for every individual meter as to enable integration with the municipal financial system.

15.5.2 Web services based integration

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

16. Operations

16.1 Critical Performance Parameters

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

16.1.1 The software and database must be able to accommodate, with no special changes other than hardware scaling, more than 1 million consumer records and 120 million transaction records from the main server.

16.1.2 The software and database must have no limitation on the number of named users and workstations it can accommodate.

16.1.3 The online system must be scalable to transact 30 requests per second.

16.1.4 A standard vending operation must be less than 15 seconds from request to completion token printing or programming.

16.1.5 Thin client architecture must be such that the speed(kb/sec) is profitable over WAN.

16.2 Languages & Currency

16.2.1 The system must accommodate multiple languages on the same machine.

16.2.2 The system must have a tool to facilitate the translation of the software by the Employer. This tool must be demonstrated and supplied on demand.

16.2.3 The system must allow for the configuration of any currency, including the adjustment of multipliers and decimal points.

16.3 Prepayment Vending

16.3.1.1 Transactions

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

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

16.3.2 Vending Operation

- 16.3.2.1 The system must be capable of vending STS Edition 2 compliant prepayment credit and engineering tokens.
- 16.3.2.2 The system must be certified by the STS association as being Vending, Engineering and Key Change Management compliant.
- 16.3.2.3 Vendors must have the ability to perform a consumer lookup through meter number, address, point-of connection, name or ID number.
- 16.3.2.4 The system must be capable of allowing transaction re-prints and reversals, without compromising the integrity of transactions and subject to appropriate security.
- 16.3.2.5 The vendor must have the ability to look up the localized transaction history of a relevant consumer.
- 16.3.2.6 The system must be capable of vending free services grants.
- 16.3.2.7 The system must have the ability to calculate and display cash change to the vendor.

16.3.3 Vending Management

- 16.3.3.1 The system must allow for vendor and cashier shifts to accommodate various levels of operators, thus improving security.
- 16.3.3.2 The system must allow for the automated or manual sign-off of shifts.
- 16.3.3.3 Vendors must have pre-defined, credit limits limiting the exposure at certain outlets. The option must exist to update credit limits manually.

16.3.4 Tokens and receipts

- 16.3.4.1 The system must give users the ability to easily define customized token/receipt templates using any Rich Text Format editor.
- 16.3.4.2 The system must accommodate multiple receipts. It must include but not be limited to auxiliaries, credit token and system reversals receipts.

16.3.5 Auxiliaries

- 16.3.5.1 The system must have the ability to collect arrears from the consumer by leveraging the prepayment transaction according to a unique formula for each consumer.
- 16.3.5.2 A consumer's unique collection profile must be automatically updated at least on an hourly basis by the system based on historic payments made.

16.3.6 Tariffs

- 16.3.6.1 A separate tariff spreadsheet must be used for defining tariff and debt calculations.
- 16.3.6.2 The Employer must have the ability to customize the tariff spreadsheet at will.
- 16.3.6.3 The tariff system must accommodate an unlimited number of tariff, debt and charges rules and calculations.
- 16.3.6.4 The system must accommodate step tariffs, with an unlimited number of Unit-based steps.

- 16.3.6.5 Unique tax and fixed charges profiles must be definable for each tariff block.
- 16.3.6.6 Tax and fixed charge blocks independent from step tariff blocks must be definable according to monthly monetary value transacted, or Units bought.
- 16.3.6.7 The system must have automated activation dates for tariff changes.
- 16.3.6.8 The system must enable the implementation of Inclining Block Tariffs (IBT) as required by NERSA.
- 16.3.6.9 The system must be able to accommodate and vend Time-of-Use tariffs
- 16.3.7 Online Vending
- 16.3.7.1 Online vending on a PC Point of Sale must take place.
- 16.3.7.2 All messages must be via the self-defining, open-standard XML protocol.
- 16.3.7.3 The system must support the latest version of the NRS009-6-10 XML Vend specification.
- 16.3.7.4 The online transaction processing infrastructure must have unlimited scalability with hot-swappable redundancy.
- 16.3.8 Online Customer Contract Management
- 16.3.8.1 Management of Customer Contracts must be carried out through a single online take-on web page via any standard web browser.
- 16.3.8.2 The Customer Contract Management System must accommodate the saving of uncompleted contracts whilst these customers will not be able to vend.

16.4 Consumers

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

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

- 16.5.1 The following complex reports must come standard with the vending system:

- Management Summary
- Transaction Summary
- Free Basic Services
- Zero Low Purchase
- Report per sales per tariff code.
- Format should be PDF and or excel with a date stamp of user and timing.
- Low Purchase

- 16.5.2 Provision must also be made for complex reporting on inter alia:

- Sales per meter
- Sales per POC (point of connection)
- Sales per customer
- Units purchased by cash, credit card, debit card, electronic fund transfer
- Financial statistics relating to individual transactions
- Total sales per vendor (point-of-sale) in a date range

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

16.6 System Management

16.6.1 Communication

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

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

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

16.6.2 Security

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

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

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

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

POS. 2.5.7

Reporting and Information

16.7.1 The database must be accessible via standard SQL-based report writing tools such as Crystal Reports.

16.8 Geographical Information System

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

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

16.9 Vending Gateway with Transaction

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

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

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

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

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

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

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

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

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

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

17. Vending Channels

17.1 The following vending channels must be implemented:

- PC POS
- Mobile POS
- Mobile Phone
- Vouchers
- Consumer website
- ATM

18. Online Retail and Vending Administration

18.1 The system must have the ability to manage retailer accounts online.

18.2 This includes adding, removing and editing retailers, operators, terminals, available networks and accepted payment methods.

18.3 It must also allow transferring and adjusting retailer funds and accepting retailer deposits.

18.4 The system must have the ability to add, remove and edit vouchers online.

18.5 The system must have an online facility for reconciling between client records, EFT records and Service Provider records.

19. System Hardware

19.1 Envisaged hardware layout:

- Hosted master database server – 1
- Hosted management server – 1
- Hosted reporting server – 1
- Polokwane direct vendor Point of Sale terminals – +-35, of which 8 must have emergency fail-over capability.
- Servers can be combined, depending on Software requirements.

19.2 The Service Provider must provide and install all the necessary hardware needed to operate the vending

system and must maintain and upgrade the hardware during the contract period. Ownership of all on site hardware, exclusive of servers hosted at Service Provider's premises outside of Polokwane, will revert to Polokwane Municipality at the end of the initial contract period or in the event of a contract breach. There will be no cost implication.

- 19.3 All components of the system must operate on a standard, readily available, PC-based machine with no special modifications required to any parts. Brand-name system will be the preferred option. The PC's will be utilized for additional purposes e.g. receipting, emails.
- 19.4 POS (Point of Sale) terminals can be PC or other Mobile terminals that comply with the hardware and software requirements. These terminals must be submitted for approval by Polokwane Municipality.
- 19.5 Encryption cards and security modules must be centralized in the hosted central environment to ensure the security of the system, except for the online / offline POS terminals.
- 19.6 All servers must have the necessary redundancy. The necessary backup facilities will also be provided. The Service Provider must provide an offsite backup server for disaster recovery purposes which must be located at the cloud facility or different facility.
- 19.7 All the PC based equipment will be supplied with stand-alone UPS systems (minimum 15-minute standby) to prevent loss of data and corruption of database files.

20. System Software

- 20.1 The Service Provider must provide and install the necessary software and operating systems needed to operate the vending system and must maintain and upgrade the software during the contract period. This must include the re-installation of software whenever PC's are upgraded.
- 20.2 Ownership of all software will revert to Polokwane Municipality at the end of the contract period or in the event of contract breach. There will be no cost imposition.
- 20.3 The Service Provider must be responsible for the migration from the current system to the new system. **A migration plan with clear timelines must be submitted for approval within 7 days after award.**
- 20.4 The Service Provider must be responsible for all licensing and upgrade cost during the contract period and must provide all the original licensing documents to the municipality for safekeeping.
- 20.5 The Service Provider must be responsible for the exporting/transferring of all data in a specified format if Polokwane Municipality should change to new software at the end of the contract period.
- 20.6 Should migration be necessary on the onset or during commissioning of the system, all cost is for the Service Provider.
- 20.7 The Service Provider must provide training on all elements of the system for all the different user groups and vendors.
- 20.8 The Service Provider must provide the support as stipulated under Clause 2.3 above.

21. Arrears recovery

- 21.1 The system shall have the ability to collect multiple categories of arrears from the consumer by leveraging the prepayment transaction according to a unique formula for each consumer.

- 21.2 A consumer's unique collection profile shall be automatically updated by the system based on historic payments made.
- 21.3 All credit control shall be carried out in Financial System, however the vending system must be capable of overwriting the amount.
- 21.4 Multiple meters and accounts per erf must be accommodated.
- 21.5 Financial System sends the following details to the Vending System:
- a. The amount to be recovered.
 - b. A variable percentage recovery.
 - c. The Financial System prepaid contract account number.
 - d. The prepayment meter number
- 21.6. The Vending System sends the following details to Financial System:
- a. All arrear payments received from the customers: variable percentage.
 - b. Financial System prepaid contract account number
 - c. The prepayment meter number.

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

- 21.2 The details of all arrear amounts collected and service accounts paid for the current transaction must be individually listed on the transaction receipt handed to the customer at the point of sale.
- 21.3 Data should be imported directly from municipal financial system into the Service Providers system where data will be managed to block and unblock consumers.

22. Data Ownership

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

22.3 Training (Capacity Building and Skills Transfer)

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

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

- Systems Procedures
- Registration Management
- Tariff Change Management
- Meter Management
- Consumer Public Relations Management of Prepayment Systems
- System Changeover Procedures
- Management Reports

- Prepaid Vending System
- In addition, designated Municipality staff is to be trained in:
 - Interrogating the system
 - Generating standard reports
 - Customising reports
 - First line end user support
 - Data analysis as it applies to fraud detection

22.3.3 Bidders must allow for on-site training of the municipal staff as well as 3rd party vendors. Allowance must be made for at least one (1) training course and three (3) follow-up training sessions during the first twelve (12) months of the contract. Training must include operating manuals (at least three (3) copies) and training of municipal staff and all operators of vending terminals. It is also required that at least one municipal staff member is trained to have a detailed understanding of the system architecture.

22.3.4 Bidders must state in their tender the nature and extent of their training (capacity building and skills transfer) programme.

22.3.5 All costs associated with the skills transfer and capacity building, including travelling and accommodation if training is required outside of Polokwane, must be included in the tender rates.

23. **VENDOR MANAGEMENT**

23.1 **Scope**

23.1.1 Setting up guidelines for appointing and contracting with existing and prospective vendors and compiling of agreement/contracts. These guidelines and agreement must be approved by Polokwane Municipality.

23.1.2 Advertising and information meetings with prospective and existing vendors.

23.1.3 Appointment of vendors and signing of contracts. Polokwane Municipality will determine the quantity of vendors per location as required.

23.1.4 Providing all the necessary hardware, software and communications equipment needed for the vendor to operate.

23.1.5 Providing training as and when necessary for the vendor or his appointed operators to operate the equipment and relevant software.

23.1.6 Providing the necessary consumables, e.g. Paper, printer carriage, etc.

23.1.7 Providing the routine and necessary maintenance, repair and servicing as is required to maintain the equipment.

23.1.8 Collection of all revenue from vendors as per agreement.

23.1.9 Insurance against revenue loss.

23.1.10 Providing the necessary security measures for collecting the revenue if required.

23.1.11 To reconcile the revenue received from the vendors daily and provide the necessary credit to the vendor to continue vending.

23.1.12 Payment of any commissions owed to vendors.

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

23.2 Support Services

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

23.3 Pricing

- 23.3.1 The method of payment will be a monthly fee based on the number of units sold via 3rd party vendors, which includes EBSST transactions. These units exclude all sales and BSST transactions done by municipal cashier vendors.

23.3.2 Banking costs (cash handling fee) and credit / debit card costs will be paid as a percentage of 3rd party vendor revenue, excluding the value of EBSST, but including VAT. These percentages will be capped at 1% for banking costs and 3% for credit / debit card costs.

23.3.3 The method of payment for cost recovery and arrears collected via the vending system will be a monthly fee based on a percentage of the total monthly revenue collected via 3rd party vendors, including VAT.

24.

	DESCRIPTION	Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Reference (Supporting documents attached)
1	Attachment of full description and technical details of the solutions offered			
2	Submit a schedule listing clause-by-clause, specific details indicating compliance or non-compliance with the requirements of specifications			
3	Offer including a fully functional Vending System			
4	System commissioned within two (2) months of the contract being award, including integration with financial system (Attach proposed implementation plan)			
5	Guarantee the systems" functional performance and any upgrades required to correct any system mal-operation will be for the Bidder's account			
6	Active Vending System shall be hosted off-site by service provider			
7	Back-up Vending System shall be hosted off site by service provider			
8	Existing on-line vendors which are currently managed by the supplier connect to the Vending System shall remain operational during the installation and commissioning of the new Vending System			
9	Vending System must be able to vend to all meters installed in the Municipality service area.			
10	Please provide us with an implementation plan, with due dates to ensure seamless transfer from the existing to the new system			

11	The Vending System offered must be able to interface with applicable Financial modules, inter alia customer database billing systems etc.			
12	The Vending System shall have an Application Programme Interface (API) to allow third parties to access the system securely for integration purposes			
13	It is envisaged that a Geographical Information System will be linked/incorporated into the Vending system in the future. The proposal should describe how the solution would cater for such GIS integration.			
14	The system operate on a SQL database			
15	The design of the database shall conforms to the Relational Database Management System (RDBMS) rules.			
16	The database shall allow concurrent users to access data from various online terminals.			
17	The database shall allow for multi-version consistency. The requirement is that “readers do not block writers and writers do not block readers”.			
18	The database shall allow the following: <ul style="list-style-type: none"> • Control of sorting. Control over SQL caching. • Control over storage/space Range partitioning 			
19	To negate any significant system overhead, especially in consideration of the diverging business rules for prepayment and associated debt collection Stored Procedures must be precompiled before executed.			
20	The database shall allow the reading of, and writing to, external files via Stored Procedures, ensuring ease of system integration.			
21	The very latest possible technology, software and platforms shall be used in order to eliminate large upgrades.			
22	Generate Reports			
23	Operating system			
24	The Data Model shall be capable of functions			
25	The system shall allow for the use of thin client technology for the following business logic: <ul style="list-style-type: none"> • Customer Management • Meter Management • Reporting 			

26	The business logic must in particular include, often used functionality that will allow end-users to view, update and query the system on-line without placing an excessive burden on bandwidth.			
27	Security			
28	Communication			
29	The system shall have the ability to work online and real time via a scalable message queuing mechanism			
30	All messages shall be via the self-defining, open document format (Archiving Rules) Vend specification protocol.			
31	The online transaction processing infrastructure shall have unlimited scalability with hot-swappable redundancy.			
32	All transactions shall be atomic to such a nature that taxes, levies, standing charges, arrears and services are all created through individual rows in the database			
33	Any rounding errors of kWh beyond the first decimal shall be recorded in the database as separate transaction rows to ensure effective reconciliation			
34	Transaction reversals shall: be effected with full trace-ability of the reversal; shall allow for a reason to be supplied; <input type="checkbox"/> shall be traceable to an operator; and shall reverse an entire transaction batch consisting of taxes, levies, auxiliaries and resource amounts.			
35	The system shall be capable of vending on-line and offline to all prepayment meters (proprietary and STS) in the Municipality's area of electricity supply.			
36	The system shall be capable of vending on-line and offline engineering tokens			
37	The system shall be capable of vending free electricity grants.			
38	The system shall be capable of collecting arrears.			
39	The system shall be certified by the STS association as being <i>Vending, Engineering and Key Change Management</i> compliant			
40	The system shall have ability to look up the localized: <ul style="list-style-type: none"> • transaction history, free units, • replacement tokens, engineering tokens, and 			

	<ul style="list-style-type: none"> • arrear payments of a relevant consumer subject to appropriate security 			
41	The system shall have the ability to calculate and display cash change to the vendor			
42	The system shall allow for the definition of independent banking batches, sales batches and shift batches to accommodate various levels of operators			
43	The system shall allow for both upfront and deposit-based credit management mechanisms. In the case of upfront vending, vendors shall have pre-defined, credit limits which can be replenished, limiting the exposure at certain outlets. The option shall exist to update credit limits automatically or manually			
44	Tokens and receipts shall be contained in customizable templates that shall be customized at will by the Municipality. The default templates shall also be kept on the system			
45	It shall be possible to print a message on the token of at least 40 characters, which can be customer specific, or a general message to all customers			
46	It shall be possible to automatically print a message on the token advising the customer of any problems, (e.g. an RD cheque, outstanding or insufficient funds tendered)			
47	The system shall have the ability to collect multiple categories of arrears from the consumer			
48	The system shall have the ability to accommodate tariffs			
49	The vending system shall be capable of supporting the payment system			
50	The Bidder shall be responsible for the vendor management			
51	The system shall have the ability for meter management			
53	The system shall allow for the generation of the reporting			
54	The system shall allow workflow management			
56	Financial System and Vending system interfaces			
57	The system testing will be in accordance specification			
58	Migration of Data and commissioning of new system			
59	System could handle alternative vending options			

60	The system shall support an mobile engineering client			
61	Management of Vendors by Suppliers			

POLOKWANE MUNICIPALITY

Token Number: XXXXXX

VAT Invoice: POS ID/Meter Number / XXXXXX

VAT Reg No: 4700193560

Name: Prepaid X

Meter: XXXXXXXXXXXX

SGC: 00101 KRN: X TI: XX

DOMESTIC XXXX CONSUMPTION

Date: DD/MM/YYYY Time: HH:MM: SS

Cost of Electricity per unit excl. VAT	XXXXX
Daily Service Charge excl. VAT	XXXXX
No. of units purchased	XXXXX units
No. of days since the last purchase	XXXXX days
Cost of electricity excl. VAT	XXXXX
Daily Service Charge excl. VAT	<u>XXXXX</u>
Sub-Total	XXXXX
VAT	<u>XXXXX</u>
Total	XXXXX
Arrears Recovered	<u>XXXXX</u>

Grand Total	<u>XXXXX</u>
Less Rounding	XXXXX
Amount to pay	<u>XXXXX</u>
Amount Tendered	<u>XXXXX</u>
Change	<u>XXXXX</u>
<p style="text-align: center;"> XXXX XXXX XXXX XXXX XXXX 40 CHARACTER MESSAGE </p>	
<p>Polokwane Municipality Enq:xxxxxxxxxx XXXXXX XXXXXX</p>	

Name of bidder: _____

Bid number: PM50/2023

Closing Time: 10:00

Closing date: 20 March 2024

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

1. VENDING SCHEDULE OF CHARGES:

ITEM	DESCRIPTION	UNIT	QTY	PRICE
1	FACE VALUE PROCESSED 3 RD PARTY AS %	ITEM	1	%
2	FACE VALUE PROCESSED MUNICIPALITY AS%	ITEM	1	%
3	ARREAR COLLECTION THROUGH VENDING SYSTEM	ITEM	1	%
SUB-TOTAL				%
15% VAT				%
TOTAL % INCL.VAT				%

ATTACHMENT REVENUE ENHANCEMENT OFFERINGS

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10

preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

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

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

The specific goals allocated points in terms of this tender	MEANS OF VERIFICATION DOCUMENTS REQUIRED	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership of 51% or more by persons who are black	CSD/Company registration copy and ID Copies of directors	5	
Ownership of 51% or more by persons who are woman	CSD/Company registration copy and ID Copies of directors	5	
Ownership of 51% or more by persons who are disable	Medical report indicating disability	4	
Ownership of 51% or more by persons who are youth	CSD/Company registration copy and ID Copies of directors	4	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	municipal rates and taxes statement of account/ signed valid leasing agreement/Letter from tribal authority	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

Criteria for breaking deadlock in scoring

5.(1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

(2) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

Remedies

6.(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal, it must—

- (a) inform the tenderer accordingly; and
- (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subregulation (1)(b), the organ of state may, if it concludes that such information is false—

- (a) disqualify the tenderer or terminate the contract in whole or in part; and
- (b) if applicable, claim damages from the tenderer.

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

EVALUATION PROCESS AND CRITERIA

BID NO: PM50/2023

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 **Critical Criteria:**

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Attach Full Central Supplier Database (CSD) report.
- Attach company registration certificate.
- All Pages of the bid document must be initialed and signed where required.
- Completed and signed declaration on past SCM practices form **(MBD8)**.
- Completed and signed declaration of interest **(MBD4)**.
- Signed J/V agreement submitted (Where applicable).
- Copy of municipal rates and taxes statement of account which is not older than three (3) months or signed valid leasing agreement for service providers who are renting or leasing offices or letter from Tribal Authority not older than three (03) months **(For company and all the directors)**.
- Attach certified ISO 9001.
- **Attach Bank Guarantee Letter for the amount of R45 million.**
- Audited or Reviewed Annual financial statements of the bidder, for the last three (3) years, to be submitted with the tender.

NB: THE BIDDERS THAT MEET THE ABOVE ADMINISTRATIVE COMPLIANCE WILL FUTURE BE EVALUATED ON PRICING AND SPECIFIC GOALS.

PHASE 2: EVALUATION ON QUALITY/FUNCTIONALITY = 100

Bidder evaluation criteria for Functionality	Weight	Scores	Points allocations
<p>Project Implementation Plan (attached plan)</p> <p>The project implementation plan should cover</p> <ul style="list-style-type: none"> • Software for An On-Line Prepayment Meter • Vending System • Collection, and 3rd Party Vendor Management, • Etc. 	40	<p>Detailed methodology to be used in the project</p> <p>Bidders project with reference to proper works program, human resources schedule/allocation are tailored to meet contract expectation.</p> <ul style="list-style-type: none"> • Bidder provides a very good and technically sound project implementation and Methodology approach that meet project objective • Bidder provides a good and technically sound project implementation and Methodology approach that fully demonstrated and meet project objective • Bidder provides a satisfactory and technically sound project implementation and Methodology approach that partially demonstrated and partially meet project objective • Bidder provides a poor project implementation and Methodology approach that is unlikely to satisfy project objectives or requirements. 	<p>40</p> <p>30</p> <p>20</p> <p>10</p>

<p>Previous experience of the company</p> <p>(attach signed reference letter that include the contract/bid number and the value of the project. The letter must be on the letterhead of the company with contactable reference</p> <p>Experience should be for comprehensive 3rd party Vending System and Collection, As Well as 3rd Party Vendor Management</p>	<p>40</p>	<ul style="list-style-type: none"> • The bidder has the necessary similar experience to successfully execute the project (8 projects +) • The bidder has the necessary similar experience to successfully execute the project (6-7 projects) • The bidder has the necessary similar experience to successfully execute the project (4-5 projects) • There some doubt about whether bidder has the necessary experience to successfully execute the project (2-3 projects) 	<p>40</p> <p>30</p> <p>20</p> <p>10</p>

Financial standing / Ability to execute the project <ul style="list-style-type: none"> • Bidder's stamped bank(financial) rating 	20	Rating <ul style="list-style-type: none"> • A – B • C • D • E • F-H 	20 15 10 5 0
	100		TOTAL

The bidder must obtain a minimum score of 70% of points allocated for quality (functionality) to qualify for further evaluation on Percentage% and Specific goals.

	Project Implementation plan
	Project Implementation plan and Methodology
Poor (score 10)	The project implementation and Methodology approach is poor and is unlikely to satisfy project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 20)	The project implementation and Methodology approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic.
Good (score 30)	The implementation plan is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the project
Very good (score 40)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the bidder has outstanding knowledge of state-of-the- art approaches. The project implementation and Methodology approach details ways to improve the project outcomes and the quality of the outputs

PHASE 3: PRICE AND SPECIFIC GOALS

THE EVALUATION WILL BE DONE USING 80/20-POINT SYSTEM, 80 FOR PRICE AND 20 FOR SPECIFIC GOALS

Notes: Bidders must note that points for specific goals must be claimed in terms with the percentage of ownership within their business entity. The tenderer must indicate how they claim points.)

SPECIFIC GOALS	POINTS ALLOCATED	POINTS SCORED
Ownership of 51% or more by persons who are black	5	
Ownership of 51% or more by persons who are woman	5	
Ownership of 51% or more by persons who are disable	4	
Ownership of 51% or more by persons who are youth	4	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	2	

Incase ownership of specific goals is below 51% points will be claimed in terms with the percentage of ownership within their business entity. For example:

An Entity that has 35% shareholding of able black man who is above age of 35 and residing outside the jurisdiction of Polokwane Municipality. Points will be claimed as follows:

$$\begin{aligned}
 \text{Calculation} &= \frac{\text{Black Ownership}}{100} \times \text{Total number of allocated points} \\
 &= \frac{35}{100} \times 5 \\
 &= 1.75
 \end{aligned}$$

Points to be score for ownership of black person will be 1.75

The specific goals are claimed as per below table for business ownership disclosure. Bidders must list all shareholders and provide ownership information in terms of the business entity registration certificate

Full Names	Identity Number	% of ownership	South African (Yes/No)	Race	Gender	Disable (Yes/No)	Youth (Yes/No)	Local enterprise (Yes/No)

MBD 4

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.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

MBD 5

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

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

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

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

.....

.....

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

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

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

YES / NO

3.1 If yes, furnish particulars

.....
.....

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

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and Specific goals.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{X}{Y} \right) \times 100$$

Where

- x imported content
- y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. “**bid**” includes advertised competitive bids, written price quotations or proposals;

2.2. “**bid price**” price offered by the bidder, excluding value added tax (VAT);

2.3. “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. “**Duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. “**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: **DATE:** _____

WITNESS No. 1 **DATE:** _____

WITNESS No. 2 **DATE:** _____

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

MBD 9

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
- 6 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.**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish
the **DTI with the following information:**

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;

- e. the contractor will implement the business plans; and
- f. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date
Name of bidder	
Postal address	
.....	
Signature	Name (in print)
Date	

ANNEXURE “C”

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/ Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Partner	Municipal Account No.

NB: Please attach certified copy (ies) of ID document(s)

_____		_____
Signatory		Date
Witnesses		
1. _____	_____	_____
Full Names	Signature	Date
2. _____	_____	_____
Full Names	Signature	Date

ANNEXURE “D”

AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Polokwane Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ **Date** _____ **Month** _____ **20** _____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory

Date

Witnesses

1. _____

Full Names

Signature

Date

2. _____

Full Names

Signature

Date