



## BERGRIVIER MUNICIPALITY

**TENDER NO: 8/3/1-2020 (MN5/2020)**  
**SUPPLY, INSTALLATION AND MANAGEMENT OF A STS COMPLIANT**  
**PREPAYMENT ELECTRICITY VENDING SYSTEM FOR THE PERIOD OF**  
**01 JULY 2020 TILL 30 JUNE 2023**

<b>NAME OF TENDERER:</b>	
<b>Total Bid Price (Inclusive of VAT) <i>(refer to page 62):</i></b>	
<b>VALIDITY PERIOD:</b>	<b>..... days</b>
<b>B-BBEE LEVEL</b>	

Jan 2020

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management Unit  
Bergrivier Municipality,  
PO Box 60 Piketberg 7320  
Tel no.: (022) 913 6000

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Mr. Martin Crous  
Manager: Income**

**Tel. Number: 022 913 6000  
Email: rheaderw@bergmun.org.za**



**BERGRIVIER MUNICIPALITY**

**TENDER 8/3/1-2020 / MN5/2020: SUPPLY, INSTALLATION AND MANAGEMENT OF A STS COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM FOR THE PERIOD 01 JULY 2020 TILL 30 JUNE 2023.**

**TENDERS** are hereby invited from service providers for the supply, installation and management of a STS Compliant Prepayment Electricity vending system for a period of three years from **01 July 2020 – 30 June 2023**.

Bids, in sealed envelopes, clearly marked "**Tender No 8/3/1-2020 / MN5-2020: STS Compliant Prepayment Electricity Vending System**", must be placed in the tender box at the Municipal Offices, 13 Kerk Street, Piketberg no later than **12:00 on Friday, 06 March 2020** when the bids will be opened in public.

Tender documents and specifications that contain the minimum requirements are available on Berggrivier Municipality's website ([www.bergmun.org.za](http://www.bergmun.org.za)) free of charge or on request at a **non-refundable fee of R750.00** from Ms. Revedy Hendricks at tel. no. (022) 913 6036 or [hendricksr@bergmun.org.za](mailto:hendricksr@bergmun.org.za) during office hours. All technical enquiries can be addressed to Mr. M. Crous at tel. no. (022) 913 6000 or e-mail: [crousm@bergmun.org.za](mailto:crousm@bergmun.org.za)

Tenders must be valid and binding for one hundred and twenty **(120)** days after closing date.

Bids will be evaluated using the Council's Supply Chain Management Policy. It is therefore compulsory that the Preference Point Claim form for the Preferential Procurement Regulations is completed in full to make application for preference points. **The Bid price must be VAT inclusive.**

Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

Only bids completed in **black** ink on the original Bid documentation will be accepted. Late, incomplete or Bids submitted by facsimile or email will not be accepted. Proof of submitting a Bid will not be accepted as proof of the Bid having been received. The Municipality is not obliged to accept the lowest or any Bid submitted to it. The Municipality reserves the right to accept any Bid in full or in part.

**MUNICIPAL OFFICES  
13 CHURCH STREET  
PIKETBERG  
7320**

**ADV. HANLIE LINDE  
MUNICIPAL MANAGER**

**MN5/2020**

**31 January 2020**



## BERGRIVIER MUNICIPALITY

TENDER DETAILS					
TENDER NUMBER:	<b>TENDER 8/3/1-2020 / MN5/2020</b>				
TENDER TITLE:	<b>SUPPLY, INSTALLATION AND MANAGEMENT OF A STS COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM FOR THE PERIOD 01 JULY 2020 TILL 30 JUNE 2023.</b>				
CLOSING DATE:	<b>06 March 2020</b>	CLOSING TIME:	<b>12h00</b>		
SITE MEETING:	DATE: <b>14 FEB '20</b>	TIME:	<b>11H00</b>	COMPULSORY:	<b>YES</b>
SITE MEETING ADDRESS:	<b>PIKETBERG LIBRARY, KERK STREET</b>				
<i>NB: Please note that no latecomers will be allowed.</i>					
<i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be <b>disqualified</b></i>					
CIDB GRADING REQUIRED:	<b>NO</b>	LEVEL AND CATEGORY:	<b>N/A</b>		
BID BOX:	SITUATED AT: BERGRIVIER Municipal Building, 13 Church Street, BERGRIVIER. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	<b>120 DAYS</b>	DAYS FROM THE CLOSING DATE OF BID.			
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)					
NAME OF TENDERER:					
NAME OF CONTACT PERSON:	CELL PHONE NO :				
PHYSICAL ADDRESS:		POSTAL ADDRESS:			
TELEPHONE #:		FAX NO.			
E-MAIL ADDRESS:					
DATE:					
SIGNATURE OF TENDERER:					
CAPACITY UNDER WHICH THIS BID IS SIGNED:					
<b>PLEASE NOTE:</b>					
<ol style="list-style-type: none"> <li>1. Tenders that are deposited in the incorrect box will not be considered.</li> <li>2. Mailed, telegraphic or faxed tenders will not be accepted.</li> <li>3. If the bid is late, it will not be accepted for consideration.</li> <li>4. Bids may only be submitted on the Bid Documentation provided by the Municipality.</li> </ol>					
ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER	EMAIL ADDRESS		
1. TECHNICAL ENQUIRIES	<b>Mr. Martin Crous</b>	<b>022 913 6000</b>	<b>crousm@bergmun.org.za</b>		
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	<b>Mr. Israel Saunders</b>	<b>022 913 6038</b>	<b>saundersi@bergmun.org.za</b>		



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# **PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**



BERGRIVIER MUNICIPALITY

**1. CHECKLIST**

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No	
<b>Tax Clearance Certificate -VALID</b> Tax Clearance Certificate attached/ Tax compliance pin?	Yes	No	
<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?	Yes	No	
<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
<b>MBD 10</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested? Are copies of these municipal accounts attached?	Yes	No	
<b>Form of Indemnity</b> - Is the form duly completed and signed?	Yes	No	
<b>Pricing Schedule</b> - Is the form duly completed and signed?	Yes	No	
<b>Form of Offer</b> - Is the form duly completed and signed?	Yes	No	
<b>Declaration by Tenderer</b> - Is the form duly completed and signed?	Yes	No	

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SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



## BERGRIVIER MUNICIPALITY

### 2. AUTHORITY TO SIGN A BID

#### 1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_ OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

#### 2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

#### PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorized Signatory			
Capacity			
Specimen Signature			
Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



**BERGRIVIER MUNICIPALITY**

**3. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. CONSORTIUM**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



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### 3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

**This returnable schedule is to be completed by JOINT VENTURES**

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. \_\_\_\_

\_\_\_\_\_  
authorized signatory of the Company/Close Corporation/Partnership (name) \_\_\_\_\_  
\_\_\_\_\_, acting in the capacity of lead partner, to  
sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

**NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.**



**4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT**

**1. DEFINITIONS**

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 supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. 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.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.



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- 1.19. "Manufacture" means the production of products in a factory using labor materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

### 2. Application

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

### 3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. 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 as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.



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

### 6. Patent rights

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

### 7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. 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
- 7.3.2. 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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



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- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

### 9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

### 10. Delivery

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

### 11. Insurance

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

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

### 13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. 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
  - 13.1.5. 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:



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- 14.1.1. 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;
- 14.1.2. in the event of termination of production of the spare parts:
  - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### 15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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 by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

### 17. Prices

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

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

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



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

### 21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies 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 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

### 22. Penalties

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

### 23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - 23.1.1. 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;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to



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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 purchase 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:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.

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

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

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

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

### 25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### 26. Termination for insolvency

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.



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- 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,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

### 28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. 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
- 28.1.2. 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

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

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

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



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### 34. Amendment of contracts

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.

*General Conditions of Contract (revised July 2010)*



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### 5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"TENDER NUMBER: 8/3/1-2020"** clearly endorsed on the envelope, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Church Street, Piketberg 7320.
2. The tender must be lodged by the Tenderer in the tender box in the Main Entrance, Bergrivier Municipal Offices, Church Street, Piketberg 7320.

#### PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
  - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
  - 2.3. Documents may only be completed in non-erasable ink.
  - 2.4. The use of correction fluid/tape is not allowed.
    - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
    - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
  - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
  - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000.00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
  - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Bergrivier Municipality is **4000 846 172**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
  - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
  - 5 Tenders shall be opened in public at the Bergrivier Municipal Offices as soon as possible after the closing time for the receipt of tenders. Tenderers are encourage to attend these openings.
  - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; **ALTERNATIVELY;**
    - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
    - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Bergrivier Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-



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responsible.

7 This bid will be evaluated and adjudicated according to the following criteria:

- 7.1 Relevant specifications
- 7.2 Value for money
- 7.3 Capability to execute the contract
- 7.4 PPPFA & associated regulations

**8 Service Level Agreement**

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Bergrivier Municipality.

**9 Centralised Supplier Database**

No Bids will be awarded to a bidder who is not registered on the Centralized Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at [www.csd.gov.za](http://www.csd.gov.za) Registration on the CSD will be compulsory in order to conduct business with the Bergrivier MUNICIPALITY. Registration on CSD can be done by contacting 022 913 6000 Mrs. R. Hendricks

<p><b>Centralized Supplier Database (CSD) No. MAAA.....</b></p>
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**6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. The **Tax Clearance Certificate/** Tax Compliance Status (**TCS**) **Pin/** Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid.** Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

(a) *Tax Compliance Status (TCS) Pin as of 18 April 2016*

i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder’s tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above. Service provider’s status which is found inactive or non-compliant their offers will be omitted. Bidders who are not in possession of an valid Tax Clearance Certificate must issue the municipality with the following:

Tax Clearance Certificate printed for SARS E-filing	
Tax Reference Number:	
Tax Compliance Status Pin:	

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin or CSD Registration number

3. Applications for the Tax Clearance Certificates 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](http://www.sars.gov.za).

4. If a bidder is registered on Bergrivier Municipality supplier’s database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.

4. Non adherence to point 4 above may invalidate your offer.



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

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

**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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**7. MBD 4 – DECLARATION OF INTEREST**

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

3.1.	Full Name of bidder or his or her representative												
3.2.	Identity Number												
3.3.	Position occupied in the Company (director, shareholder <sup>2</sup> etc.)												
3.4.	Company Registration Number												
3.5.	Tax Reference Number												
3.6.	VAT Registration Number												
3.7.	Are you presently in the service of the state?	YES		NO									
3.7.1.	If so, furnish particulars:												
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO									
3.8.1.	If so, furnish particulars:												

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

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

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



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<b>3.9.</b>	<b>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?</b>	YES	NO	
3.9.1.	If so, furnish particulars:			
<b>3.10.</b>	<b>Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</b>	YES	NO	
3.10.1.	If so, furnish particulars:			
<b>3.11.</b>	<b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	YES	NO	
3.11.1.	If so, furnish particulars:			
<b>3.12.</b>	<b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	YES	NO	
3.12.1.	If so, furnish particulars:			
Name of the spouse/child/parent : ..... ID number of the spouse/child/parent:..... Relationship to the official : ..... Designation of the spouse/child/parent: ..... Employer of the spouse/child/parent : .....				
<b>3.13.</b>	<b>Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</b>	YES	NO	
3.13.1.	If so, furnish particulars:			



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3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State <sup>3</sup> Employee Number

**NB:**

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

#### 4. DECLARATION

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

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

SIGNATURE	DATE	
NAME OF SIGNATORY		
POSITION		
NAME OF COMPANY		

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

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



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**8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES "Insert 80/20 or 90/10"**

**NB:**  
**Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or

1.2 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

**2. DEFINITIONS**

2.1 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.3 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)

2.5 **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black



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economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- 2.6 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8 **“proof of B-BBEE status level of contributor”** means:
- 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

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

**Where:**

- $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

### 5. BID DECLARATION

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



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

6.1 B-BBEE Status Level of Contributor: = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

### 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? ( <i>Tick applicable box</i> )	YES		NO	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?			%	
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? ( <i>Tick applicable box</i> )	YES		NO	

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

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



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### 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/firm:		
8.2 VAT registration number		
8.3 Company registration number		
8.4 Type of Company/Firm: (Tick applicable box)	Partnership / Joint Venture / Consortium	
	One person business / sole proprietor	
	Close Corporation	
	Company	
	(Pty) Limited	
8.5 Describe Principal Business Activities		
8.6 Company Classification (Tick applicable box)	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
8.7 Municipal Information		
Municipality where business is situated:		
Registered Account Number:		
Stand Number:		
8.8 Total Number of years the Company/Firm has been in business:		

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

9.1 The information furnished is true and correct;



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- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 9.4 If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- 9.4.1 disqualify the person from the bidding process;
  - 9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - 9.4.3 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;
  - 9.4.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
  - 9.4.5 forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



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**9. 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:
  - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. 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.

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?  <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <i>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	<b>Yes</b>	<b>No</b>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<b>Yes</b>	<b>No</b>



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

**5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



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**10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>4</sup> Collusive bidding is a *per 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:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. 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
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**BERGRIVIER MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:

<sup>4</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



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- 5.1. has been requested to submit a bid in response to this bid invitation;
  - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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**11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)**

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

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

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

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

**FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:**

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

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

<b>Signature</b>	<b>Position</b>	<b>Date</b>

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**12. FORM OF INDEMNITY**

**INDEMNITY**

Given by (Name of Company) \_\_\_\_\_

of (registered address of Company) \_\_\_\_\_

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) \_\_\_\_\_

\_\_\_\_\_ in his capacity as (Designation) \_\_\_\_\_

of the Contractor, is duly authorized hereto by a resolution dated \_\_\_\_\_ /20\_\_\_,

to sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated \_\_\_\_\_ / 20\_\_\_\_, with the Municipality who require this indemnity from the Contractor.

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	

\_\_\_\_\_



# **PART B – SPECIFICATIONS & PRICING SCHEDULE**



**BERGRIVIER MUNICIPALITY**

# **SPECIFICATIONS**

**SECTION 4.3 (Attached all document in numerical order under Paragraph 4.11 at end of tender)**

**FUNCTIONAL EVALUATION & PRE-QUALIFICATION CRITERIA**

**1. EVALUATION OF BIDS BASED ON FUNCTIONALITY**

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

Proof of relevant accreditations must be submitted for each criterion requested, if such proof is not submitted, the tender will not be further evaluated. Fourteen points are available as indicated below. The bidder must score 14 out of 14 points (100%) for functionality criteria in order for the tender to be evaluated further.

Where applicable and stipulated in bold for each of the criterion below:  
 It must be proven with valid supporting documents / certificates.  
 It must be successfully demonstrated during a practical evaluation session if required.

The point allocation will be based on the following description:  
 1 (one) point is awarded for a “Yes” tick and a 0 (zero) point is awarded for a “No” tick

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



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

### 2. PRE-QUALIFICATION CRITERIA

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

Pre-Qualification Criteria:

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



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Proof of relevant documentation must be submitted for each criterion as requested in the pre-qualification table below.

A maximum of one hundred (100) points are available as indicated in the table below. The bidder must score at least 80 out of 100 points for pre-qualification criteria in order for the tender to be evaluated further.

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

	Criteria	Maximum points attainable	Points claimed by the tenderer	Points attained according to evaluators.
1.	Similar experience in prepayment vending systems in years			
1.1	Experience with similar vending systems (0-5 years = 1, 6 years = 3 points; 7 years = 5 points; 8 years = 6 points; 9 years = 8 points; 10 years = 10 points)	10		
2.	Similar vending projects successfully completed			
2.1	Two (2) points for every project successfully completed in SA	20		
3.	Relevant municipal market presence			
3.1	Six (6) or more existing Municipal customers based within South Africa for whom a fully hosted vending system for prepaid vending are provided = 20 points, Between Three (3) - Five (5) = 10 points, Less than Three(3) = 5 points	20		
	Criterion	Name	Surname	
4.	Relevant Tertiary Qualification of Nominated Senior Manager Vending Operational Support			
4.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT or Business qualification) = 10,  If a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT or Business qualification) = 5  Qualifications lower than NQF 6 (relevant Electrical / Electronic or	10		



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	ICT or Business qualification) = 0			
	<b>Criterion</b>	<b>Name</b>	<b>Surname</b>	
5.	Relevant Tertiary Qualification of Nominated Senior Manager Field Operational Support			
	<b>Qualification Level</b>	<b>Maximum points attainable</b>	<b>Points claimed by the tenderer</b>	<b>Points attained according to evaluators.</b>
5.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT or Business qualification) = 10  At least a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT or Business qualification) = 5  Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT or Business qualification) = 0	10		
	<b>Criterion</b>	<b>Name</b>	<b>Surname</b>	
6.	Relevant Tertiary Qualification of Nominated Technology and ICT Specialist			
	<b>Qualification Level</b>	<b>Maximum points attainable</b>	<b>Points claimed by the tenderer</b>	<b>Points attained according to evaluators.</b>
6.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT qualification) = 10  At least a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT qualification) = 5  Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT qualification) = 0	10		
	<b>Criterion</b>	<b>Name</b>	<b>Surname</b>	
7.	Relevant Tertiary Qualification of			



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Nominated Regional Support Staff				
	Qualification Level	Maximum points attainable	Points claimed by the tenderer	Points attained according to evaluators.
7.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT or Business qualification) = 10  At least a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT or Business qualification) = 5  Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT or Business qualification) = 0	10		
	Criterion	Name	Surname	
8.	Relevant Tertiary Qualification of Nominated Project Manager			
	Qualification Level	Maximum points attainable	Points claimed by the tenderer	Points attained according to evaluators.
8.1	Qualifications NQF7 or higher (relevant Electrical / Electronic or ICT qualification) = 10  At least a National Diploma or similar qualification (NQF6) (relevant Electrical / Electronic or ICT qualification) = 5  Qualifications lower than NQF 6 (relevant Electrical / Electronic or ICT qualification) = 0	10		
Total score points Tenderer will automatically be disqualified if the evaluation score points attained is less than 80 points				



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### SECTION 4.4

#### TENDER SPECIFICATION

##### 1. BACKGROUND

Tenderers are hereby invited to supply and manage an Integrated Revenue Management System to administratively manage and control the Electricity Prepayment Metering and Revenue Management System within the Bergrivier Municipality licensed area. Piketberg Municipality requires a vending system that fully complies with the latest STS, NRS standards and all applicable legislation stipulated in tender documents

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

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

The Bergrivier Municipality covers the area between Piketberg, Porterville, Velddrif (Including Dwarskersbos), Aurora, Eendekuil and Redelinghuys, with approximately +/- 9800 prepayment electricity meters. It must be noted that the Municipality is currently aggressively promoting the conversion to prepayment meters in the area. There is currently still about 700 meters that need to be converted to prepaid meters.

##### 2. APPLICABLE STANDARDS

The following standards and specifications contain provisions which, through reference in this text, constitute provisions of this Specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and Tenderers are obliged to apply the most recent editions of the document listed below:

The following standards shall reference and apply as stipulated in the Specification:

ISO 9001	Quality management systems standards
IEC 62055-xx	Electricity Payment Metering Systems
STS Part 1, 2 and 3	Standard Transfer Specification
STS 600-4-x	Distributed Key Management System
NRS 009-2-1:1998	Electricity sales systems - Part 2: Functional and performance requirements - Section 1: System master stations
NRS 009-2-2:1995	Electricity sales systems - Part 2: Functional and performance requirements - Section 2: Credit dispensing units.
NRS 009-6-10	(Online XMLVend 2.1) the NRS Standard for on-line Communication between Vending Servers and Vending Clients



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ISO 8583	Financial transaction card originated messages — Interchange message specifications
IEC 61970-301	CIM (Common Information Model) Standard
SANS 1524-1	Electricity Payment Systems – Part 1: Prepayment meters Code of Practice for Electricity Metering

### MUNICIPAL REGULATIONS ON A STANDARD CHART OF ACCOUNTS (MSCOA)

The vending system should be in full compliance to the following legislation:

Local Government: Municipal Finance Management Act (Act 56 of 2003)

Local Government: Municipal Systems Act (Act 32 of 2000)

Local Government: Municipal Regulations on A Standard Chart of Accounts (mSCOA), Notice 312 of 2014, Government Gazette No. 37577.

Protection of Personal Information Act (Act 4 of 2013)

National Archives of South Africa Act (Act 43 of 1996)

### 3. SCOPE OF SPECIFICATION

#### 3.1. Requirements

The successful Tenderer shall provide full system documentation (including schematics of the full Vending System network to the Municipality. No tender will be considered unless accompanied by a full description and technical details of the solution offered. Any special features shall be detailed.

#### 3.2. Compliance with Specifications

Tenderers shall submit with their tender a schedule, listing clause-by-clause, specific details indicating compliance or non-compliance with the requirements of the Specifications.

#### 3.3. Compliance List

The Tenderer shall indicate compliance and whether the offer deviates from each paragraph.

Alternatives shall be separately listed as tender adjudication cannot only be considered upon the submission of alternatives.

#### 3.4. Demonstration of System Offered

Only Tenderers who can offer a fully functional Vending System that can be demonstrated will be considered. Tenderers shall specify the number of technical staff engaged in development and testing of the vending software as well as the support staff available after hand-over and whether a call centre is available.

#### 3.5. Guaranteed System Performance

3.5.1. The successful Tenderer shall have the new system commissioned within two months of the contract being awarded.

3.5.2. The Tenderer shall guarantee the systems' functional performance and any upgrades required to correct any system mal-operation, shall be for the Tenderer's account.



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- 3.5.3. In the event of any latent defect (programming “bug”) becoming evident within the Contract period of 3 years (36) months, the Tenderer shall be responsible for the immediate rectification of such defects at their own cost.

### 4. VENDING SYSTEM COSTS

- 4.1. The Municipality’s preferred method of payment for the hosted on-line Vending System is:
- 4.1.1. a once-off setup fee for the commissioning of the entire system and
  - 4.1.2. a monthly fixed fee for the management and support of the hosted on-line vending system
  - 4.1.3. a percentage of revenue fee for 3rd party vending.
- 4.2. The Tenderer may, however, offer an alternative method of payment for the Vending System.
- 4.3. A proposed Service Level Agreement (SLA) must be included.
- 4.4. The Tenderer shall separately identify the individual functional modules included in the total cost, such as:
- 4.4.1. Vending System Software
  - 4.4.2. Upgrade / replacement of existing on-line vending machines
  - 4.4.3. Database, operating system, workstation and POS license (if applicable)
  - 4.4.4. All hardware requirements (if applicable)
  - 4.4.5. The Piketberg Municipality financial management system, PHOENIX interface Data migration.
  - 4.4.6. Complete system and interface testing
  - 4.4.7. Training costs
  - 4.4.8. As well as additional options, to enable a fair comparison of tenders offered to be made.

### 5. EXISTING VENDING INFRASTRUCTURE

- 5.1. The active Vending System shall be hosted at the Tenderer’s Offices.
- 5.2. The back-up Vending System shall be hosted at the Tenderer’s Offices.
- 5.3. The Tenderer shall familiarize himself with the operation of the existing Vending System (hardware, software and data) currently serving the prepayment meter customers in the Municipal area and take this infrastructure into account in the proposed vending solution offered. A comprehensive layout of the existing system will be provided by Bergrivier Municipality.
- 5.4. The existing on-line vendors (approximately 20) which are currently managed by the service provider connect to the existing Vending System using GPRS/mobile broadband and the internet shall remain operational during the installation and commissioning of the new Vending System.
- 5.5. The Vending System must have the capability to vend to all meters installed in the Municipality service area.
- 5.6. The Municipality shall be indemnified against any patent infringements including any damages awarded, legal fees and the cost of replacing the Vending Systems should patent infringements be awarded against the Municipality due to the successful Tenderer’s Vending System.
- 5.7. The transfer from the existing system to the new one shall be seamless. The 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 Service provider.

### 6. INTEGRATION

- 6.1. The Municipality currently uses the Phoenix Financial System. The Vending System offered must have the capability to interface with applicable modules, inter alia customer database, billing system, etc. This interface must be MSCOA compliant and must seamlessly be integrated with the financial system. Proof of this integration must be supplied by Phoenix and the relevant site must be indicated for easy reference.



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- 6.2. The Vending System shall have an Application Program Interface (API) to allow third parties to access the system securely for integration purposes.
- 6.3. 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.

### 7. TECHNOLOGY AND PLATFORM

#### 7.1. Database

- 7.1.1. The system must operate on a relational database (SQL will be the preferred)
- 7.1.2. The relational database management system and the system related application must operate on Windows platform to ensure future enterprise scalability, security and flexibility.
- 7.1.3. The design of the database shall be such that it conforms to the following Relational Database Management System (RDBMS) rules:
  - 7.1.3.1. All information shall be represented only in tables.
  - 7.1.3.2. Each atomic value must only be accessible by combination of table name, primary key and column name.
  - 7.1.3.3. All NULL's must be systematically treated within the RDBMS.
  - 7.1.3.4. An on-line data catalogue must be maintained by the RDBMS.
  - 7.1.3.5. High-level Insert, Update and Delete functionality must exist within the RDBMS.
  - 7.1.3.6. A low-level language shall not subvert or bypass the RDBMS high-level language.
- 7.1.4. The database shall allow concurrent users to access data on a central database from various online terminals.
- 7.1.5. To ensure data integrity, audit-ability and data completeness the RDBMS shall allow for automated triggers to be set on any database field, prompting for a function to be executed.
- 7.1.6. The database shall allow for multi-version consistency. The requirement is that "readers do not block writers and writers do not block readers".
- 7.1.7. The database shall not allow the escalation of row locks to page level locks when too many rows on a page are locked.
- 7.1.8. The database shall allow the following:
  - 7.1.8.1. Control of sorting
  - 7.1.8.2. Control over SQL caching
  - 7.1.8.3. Control over storage space
  - 7.1.8.4. Range partitioning
- 7.1.9. The database shall support a JAVA database engine, enabling future application integration.
- 7.1.10. 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.
- 7.1.11. The database shall allow the reading of, and writing to, external files via Stored Procedures, ensuring ease of system integration.
- 7.1.12. The tenderer must specify their latest technology, software and platforms.
- 7.1.13. Tenderers shall supply independent, documented proof to substantiate conformance to these aspects.

OWNERSHIP OF DATA: Municipality remains the owner of all Data generated as a result of the Municipality using the Service Providers services.

The successful service provider may be requested to supply data diagram and data flow charts.

The service provider must have data protection mechanisms to protect data from unauthorized internal external access.

The files used for integration with the financial system must at no point be accessible for human manipulation or tempering.



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### 7.2. Reports

- 7.2.1. The database shall be accessible via standard SQL-based report writing tools such as Cognos Impromptu or Crystal Reports.
- 7.2.2. Item 8.6 list examples of standard reports shall be available on the Vending system.
- 7.2.3. It shall be possible to search the audit log under various parameters to easily locate details of changes written to the system databases.
- 7.2.4. The databases shall not be encrypted as the design of customized reports is essential. A layout of the table structures shall be provided.

### 7.3. Operating System

- 7.3.1. The application middle-tier and back-end must be certified to run on any one of the following platforms: Windows
- 7.3.2. The database must be certified to run on any one of the following platforms: Windows
- 7.3.3. All system functions shall be accessed via a user-friendly Graphical User Interface (GUI).

### 7.4. Hardware

- 7.4.1. The Tenderer shall familiarize himself with the existing Vending Systems hardware utilized and take this infrastructure into account in the proposed vending solution offered.
- 7.4.2. The vending system shall operate on a standard, readily available, PC-based machine with no special modifications required to any parts.
- 7.4.3. The Tenderer will provide all of the following hardware as part of their solution:
  - 7.4.3.1. Hosted Environment
    - Hosted Master Database Server
    - Hosted Management Server
    - Hosted Reporting Server
    - Hosted Data Recovery environment with all of the above servers
  - 7.4.3.2. Municipal Environment (exact minimum specifications of the items listed below are Included:

**Product: Lenovo ThinkCentre M910/920 SFF OR Dell Optiplex 7050 Small Form Factor OR HP EliteDesk 800 G3 Mini PC OR equivalent.**

#### **Must meet or exceed the following specification:**

Intel Core i5-7500 CPU, 6M Cache, 3.4GHz (7th Generation CPU) or better  
Onboard VGA (Intel embedded HD 600 Series graphics) +Sound +Gigabit LAN RJ45  
Small Form Factor Chassis  
8GB DDR4-2400 Memory ( 2 x 4GB Modules )  
Must have at least 6 x USB Ports (Can be a combination of USB 2/3/3.1 Ports)  
DVD-Writer  
1TB 7200rpm Sata Harddrive  
Windows 10 Pro 64bit  
Keyboard, Mouse + Speakers  
20" Wide LED Screen with a minimum resolution of 1366x768  
Trusted Platform Module 2.0 or higher  
3 Year Parts, Labour, Next Business Day onsite Warranty  
25 (twenty-five) workstation desktops with keyboards  
3 (three) laptops with carry bags and data SIM's



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27 (twenty-seven) token printers

Vending points can increase and all increases must be dealt with in terms of the contract. Cost for new vending points will be for the new vendors, where applicable.

### 7.5. Vendor Data Model

7.5.1. The data model shall be capable of the following:

7.5.1.1. A Point-of-Connection shall be supported which is independent from a Location, Meter, Erf and/or Consumer.

7.5.1.2. The tariff shall not be connected to a Meter or a Consumer, but shall reside with the Point-of-Connection.

7.5.1.4. The data model shall allow for GPS coordinate definition with all locations. These include the location of the meter.

7.5.1.5. The data model shall allow for the recording of individual Consumer agreements, with multiple agreements per Consumer per resource.

7.5.1.6. The Tenderers proposed data model shall accommodate for enhanced management purposes, possible additional resources like water and/or gas.

### 7.6. Thin client GUI

7.6.1. The system shall allow for the use of thin client technology for the following business logic:

7.6.1.1. Customer Management

7.6.1.2. Meter Management

7.6.1.3. Reporting

7.6.2. 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.

### 7.7. Security

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

7.7.1. The system shall allow for the addition of an unlimited number of named operators.

7.7.2. Security shall be adjustable to allow for limited individualized access to any field within the database, with access control.

7.7.3. The system shall allow for smart card based SSL security to be implemented for on-line PoS.

7.7.4. The system shall encrypt all tokens for security purposes.

Access must follow a "principle of least-privilege" approach, whereby all access is revoked by default and users are only allowed access based on their specific requirements.

A facility must exist for Reviewing user access permissions; and User and administrator activity monitoring.

The systems must establish an audit trail to log all attempts to alter or edit electronic records and their metadata

Access controls must protect records against unauthorized access and tampering

The system must ensure that electronic records, that have to be legally admissible in court and carry evidential weight, are protected to ensure that they are authentic, not altered or tampered with, auditable and produced in systems which utilize security measures to ensure their integrity.

The Promotion of Access to Information Act, Act No. 2 of 2000, gives effect to the right to access personal information held by the Municipality and must be complied with.

The Protection of Personal Information Act, Act No. 4 of 2013, gives effect to the right to privacy and must be complied with.



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### 7.8. Communication

7.8.1. Network communication shall include but not be limited to the following:

- 7.8.1.1. Corporate LAN / WAN
- 7.8.1.2. Dial up modems
- 7.8.1.3. GPRS/Mobile broadband
- 7.8.1.4. Internet
- 7.8.1.5. Intranet
- 7.8.1.6. ISDN
- 7.8.1.7. Satellite

### 7.9. Online Vending

- 7.9.1. The system shall have the ability to work online via a scalable message queuing mechanism.
- 7.9.2. All messages shall use the XML Vend protocol format.
- 7.9.3. The online transaction processing infrastructure shall have unlimited scalability with hot-swappable redundancy.
- 7.9.4. The system shall be able to vend to 13 digit STS meter numbers.

### 7.10. Power and module failures

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

## 8. OPERATION

### 8.1. Critical Performance Parameters

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

- 8.1.1. The software and database shall be able to accommodate, with no special changes other than hardware scaling, more than 10 000 customers through 20 vendors generating a minimum of 60 000 transactions per month with no upper limit restrictions.
- 8.1.2. The software and database shall have no limitation on the number of named users and work stations it can accommodate.
- 8.1.3. The system must be a real time system
- 8.1.4. The tenderer must indicate how many transactions per second can be processed
- 8.1.5. A standard vending operation shall be less than 30 seconds from request to completion token printing or programming.
- 8.1.6. Thin client architecture shall require less than 32kb/sec to be functional over WAN.
- 8.1.7. The system shall be operational on a 24/7 basis.

### 8.2. Languages & Currency

- 8.2.1. Standard language available on the system shall be English.
- 8.2.2. Standard currency available on the system shall be South African Rand/cents. The system shall allow for the configuration and adjustment of multipliers and decimal points.

### 8.3. Electricity Prepayment Vending

#### 8.3.1. Transactions

- 8.3.1.1. All transactions shall be automatic to such an extent that taxes, levies, standing charges, arrears and services are all created through individual rows in the database.
- 8.3.1.2. Any rounding errors of kWh beyond the first decimal shall be recorded in the database as separate transaction rows to ensure effective reconciliation.



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8.3.1.3. Transaction reversals shall:

8.3.1.3.1. be effected with full trace-ability of the reversal;

8.3.1.3.2. shall allow for a reason to be supplied;

8.3.1.3.3. shall be traceable to an operator; and

8.3.1.3.4. shall reverse an entire transaction batch consisting of taxes, levies, auxiliaries and resource amounts.

### **8.3.2. Vending Operations**

8.3.2.1. The system shall be capable of vending on-line to all prepayment meters in the Municipality's area of electricity supply.

8.3.2.2. The system shall be capable of vending on-line engineering tokens.

8.3.2.3. The system shall be capable of vending free electricity grants on request, automatically and by alternative methods such as SMS, etc.

8.3.2.4. The system shall be capable of collecting arrears.

8.3.2.5. The system shall be capable of handling step tariffs.

8.3.2.6. The system shall be certified by the STS association as being Vending, Engineering and Key Change Management compliant. Copy of certificate must be attached.

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

8.3.2.8. The system shall have ability to look up the localized:

8.3.2.8.1. transaction history,

8.3.2.8.2. free units,

8.3.2.8.3. replacement tokens and token cancellations(Where applicable)

8.3.2.8.4. engineering tokens, and

8.3.2.8.5. arrear payments of a relevant consumer subject to appropriate security.

8.3.2.9. The system shall have the ability to calculate and display cash change to the vendor.

8.3.2.10 All payment updates must be done before the next business day (After 09h00 so that all payment updates can be done on the Phoenix financial systems)

### **8.3.3. Vending Management**

8.3.3.1. The system shall allow for the definition of independent banking batches, sales batches and shift batches to accommodate various levels of operators.

8.3.3.2. The system shall allow for the automated or manual sign-off of banking batches from a central point and must be numbered in numerical order.

8.3.3.3. The system shall allow for both upfront and deposit-based credit management mechanisms. In the case of upfront vending, vendors shall have pre-defined, replenish able credit limits limiting the exposure at certain outlets. The option shall exist to update credit limits automatically or manually.

8.3.3.4. Tokens and receipts shall be contained in customizable templates.

8.3.3.5. See Annexure "A" for an example detailing information to be reflected on the printed token.

### **8.3.4. Arrears**

8.3.4.1. 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.

8.3.4.2. A consumer's unique collection profile shall be automatically updated by the system based on historic payments made.

8.3.4.3. All credit control shall be carried out in Phoenix; however the vending system must be capable of overwriting the amount.

8.3.4.4. Multiple meters and accounts per Erf must be accommodated.

8.3.4.5. Phoenix sends the following details to the Vending System:

8.3.4.5.1. The amount to be recovered.

8.3.4.5.2. A variable percentage recovery.

8.3.4.5.3. The Phoenix prepaid contract account number.



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8.3.4.5.4. The prepayment meter number

8.3.4.6. The Vending System sends the following details to Phoenix:

8.3.4.6.1. All arrear payments received from the customers: variable percentage.

8.3.4.6.2. Phoenix prepaid contract account number

8.3.4.6.3. The prepayment meter number.

### 8.3.5. Tariffs

8.3.5.1. The system shall accommodate step tariffs, with an unlimited number of kWh- based steps.

8.3.5.2. Unique tax and fixed charges profiles shall be definable for each tariff block.

8.3.5.3. Tax and fixed charge blocks independent from step tariff blocks shall be definable according to monthly monetary value transacted, or kWh bought.

8.3.5.4. The Vending system shall have automated activation dates for tariff changes.

8.3.5.5. The Vending system shall allow the Municipality to change their reconciliation and tariff rules, irrespective of the system's functionality and operation the transactions shall be reconciled by an independent reconciliation application operating at central level.

### 8.3.6. Payment System

8.3.6.1. The vending system shall be capable of supporting the following:

8.3.6.1.1. Vending clients:

8.3.6.1.1.1. Windows PC

8.3.6.1.1.2. Retail Shop

8.3.6.1.1.3. Cell phone vending

8.3.6.1.1.4. Web based vending (Internet)

8.3.6.1.1.5. ATM

8.3.6.1.2. Engineering clients

8.3.6.1.2.1. Windows PC

8.3.6.1.2.2. Web based

8.3.6.2. The type of transaction at the vending outlet shall be recorded as follows:

8.3.6.2.1. Cash - shall be captured manually by keystroke. No cheque payments will be accepted through the vending system.

8.3.6.2.2. Credit/debit card – shall be recorded by either swiping the credit /debit card through the vending system card reader or capture details manually.

## 8.4. Vendor Management (Total Vendor Management)

### 8.4.1. The tenderer shall be responsible for the following:

8.4.1.1. Setting up guidelines for appointing and contracting the vendors and compiling an agreement/contract pricing. The guidelines and agreement to be approved by the municipality.

8.4.1.2. Advertising and information meetings with prospective vendors.

8.4.1.3. Appointment of vendors and signing of contracts. The Municipality will determine the quantity and position of vendors per location as required.

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

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

8.4.1.6. Providing the necessary consumables, e.g. paper, printer cartridges, etc.

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

8.4.1.8. Collection of all revenue from the vendors if required.

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



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- 8.4.1.10. To reconcile the revenue received from the vendors on a daily basis and provide the necessary credit to the vendor to continue vending.
- 8.4.1.11. Payment of any vendor commissions owed.
- 8.4.1.12. Payment of revenue received (Prepaid & Auxiliary separately) directly in municipality's account within 72 hours together with a reconciliation of said revenue. Format of information must be in accordance with municipality's requirements.
- 8.4.1.13 If payment is not received as determined in Par 8.4.1.12 penalty interest will be calculated on prime plus four (4) percentage calculated per day on the total amount payable.
- 8.4.1.15. Providing daily, weekly and monthly reports as required by the municipality.
- 8.4.1.15. Provide audit reports.

### **8.4.2. Support Services**

- 8.4.2.1. The tenderer shall be responsible for the following:
  - 8.4.2.1.1. Provide A 24/7 call centre.
  - 8.4.2.1.2. Provide a 24 x 7 support service for vendors - minimum response times for example 3 hours onsite, 3 hours' repair

### **8.5. Meter Management**

- 8.5.1. To assist with meter management, the system shall have the ability to record a meter status.
- 8.5.2. All meter management processes shall be performed via a user-friendly, iconic graphical user interface depicting a certain task. The minimum number of pre-defined meter management tasks shall be:
  - 8.5.2.1. Receive a meter from a service provider
  - 8.5.2.2. Send a meter to a service provider for repair
  - 8.5.2.3. Scrap a meter
  - 8.5.2.4. Install a meter
  - 8.5.2.5. Remove a meter
  - 8.5.2.6. Change status of a meter
  - 8.5.2.7. Update status of a meter
  - 8.5.2.8. Create a location
  - 8.5.2.9. Update locations details
  - 8.5.2.10. Link a consumer with a location / meter
  - 8.5.2.11. Having the ability to prevent an operator to upload/update a new meter without all Mandatory fields being completed correctly
- 8.5.3. Meter management processes shall automatically change the modes of operations associated with a meter.
- 8.5.4. The system shall allow for the definition of an unlimited number of meter locations.

### **8.6. Reporting and Information**

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

- 8.6.1. Revenue Reporting
  - 8.6.1.1. 6-month revenue history
  - 8.6.1.2. 12-month revenue history
  - 8.6.1.3. Geographical sales
  - 8.6.1.4. Geographical sales summary
  - 8.6.1.5. Management summary
  - 8.6.1.6. Tariff sales
  - 8.6.1.7. Tariff sales summary
  - 8.6.1.8. Terminal sales report
  - 8.6.1.9. Vendor sales summary
  - 8.6.1.10. Vendor sales



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- 8.6.1.11. Vendor sales by operator
- 8.6.1.12. Tokens cancelation, per user
- 8.6.2. Auxiliaries (DEBT) Reporting
  - 8.6.2.1. Debt summary per area
  - 8.6.2.2. Debt overview
- 8.6.3. Customer Reporting
  - 8.6.3.1. Customer & meter search
  - 8.6.3.2. Customer & meter search with debt
  - 8.6.3.3. Customer per status list
- 8.6.4. Engineering Reports (must have a reference per token)
  - 8.6.4.1. Active meter summary and details
  - 8.6.4.2. Free issues with operator name (will be supplied)
  - 8.6.4.3. Installed meter summary
  - 8.6.4.4. Load limit per user
  - 8.6.4.5. Key changes per user
- 8.6.5. Revenue Protection Reporting
  - 8.6.5.1. Meter never purchased
  - 8.6.5.2. Meter per status and location
  - 8.6.5.3. Zero / Low purchase report

### 9. PHOENIX AND VENDING SYSTEM INTERFACES

- 9.1. It shall be the responsibility of the successful Tenderer to liaise with the service providers of the PHOENIX system to ensure system compatibility and to finalise the detailed design of the interfaces after the contract has been awarded.
- 9.2. The following are the minimum interfaces that will be required to provide functionality between PHOENIX and the Vending System:
  - 9.2.1. An arrears balance/credits outbound file from PHOENIX to the Vending System. Before downloading balances to the Vending System, all balances must be zeroed on Vending System.
  - 9.2.2. An arrears payments/refunds inbound file from Vending System to PHOENIX for arrears collected and refunds given.
  - 9.2.3. An outbound file from PHOENIX to the Vending System for customer data for all new connections and retrofits (credit meters replaced with prepayment meters).
  - 9.2.4. An inbound file from the Vending System to PHOENIX for all meter changes carried out (may be considered).
  - 9.2.5. An inbound file from the Vending System to PHOENIX for all Vendor sales.
  - 9.2.6. An inbound file from the Vending System to PHOENIX for sales transactions that has been deleted.
  - 9.2.7. In the interfaces listed above only the data that has changed must be transferred between the Vending System from PHOENIX.

### 10. SYSTEM TESTING

- 10.1. The test procedure to be followed during the testing of the Vending System must be submitted with the tender
- 10.2. The system including interfaces with PHOENIX and the "Super" vendors shall be tested thoroughly together with the successful Tenderer and the personnel from the Municipality before final handover.

### 11. MIGRATION OF DATA AND COMMISSIONING OF NEW SYSTEM

- 11.1. The successful Tenderer shall be responsible for migration of all existing data from the existing Vending Systems operating in the Municipality to the new Vending System.



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- 11.2. A project plan showing the proposed stages for the commissioning of the new Vending System shall be provided as part of the tender documents.
- 11.3. The Tenderer shall specify his full commissioning schedule from the setting up to the final handover of the Vending System.
- 11.4. It is accepted that the new PHOENIX interfaces will have been fully tested and approved before the commissioning.
- 11.5 All information will be made available electronically to BERGRIVIER MUNICIPALITY

### 12. TRAINING

- 12.1. The scope and cost of the training for the staff of the Municipality shall form part of the tender.
- 12.2. A full training schedule indicating what type and level of training shall be provided.
- 12.3. The Municipality's staff must be fully trained and proficient before the system is finally handed-over.
- 12.4. The training shall include, but not limited to:
  - 12.4.1. Full system administration
  - 12.4.2. Database administration
  - 12.4.3. Report reading and selective report writing skills
  - 12.4.4. Data mining tools

### 13. ALTERNATIVE VENDING OPTIONS

- 13.1. The system should as a minimum, cater for:
  - 13.1.1. Mobile PoS vending via handheld vending devices operation on GPRS / GSM.
  - 13.1.2. Cell phone vending for mobile vending agents using standard cell phones to sell electricity.
  - 13.1.3. Internet Web Site vending. Payment mechanism on the web site must cater for: credit/debit cards and vouchers.
  - 13.1.4 To ensure a high level of service delivery all alternative methods of vending will be considered. Suppliers must be able to prove functionality of such methods.

This should be a separate, dedicated switching application.

### 14. MOBILE ENGINEERING CLIENT

The system shall support and interface for 10 online, GPRS-based mobile meter engineering applications as required by Council. The application will be as a minimum be used to perform key change tokens, clear tamper tokens, clear credit tokens and replacement credit.

### 15. MANAGEMENT OF VENDORS BY SERVICE PROVIDER

- 15.1. Stipulate criteria to determine placement of Vendors.
- 15.2. Stipulate commission to be paid to Vendors.
- 15.3. Method of payment, credit or up front.
- 15.4. Criteria for appointment of Vendors.

### 16. SYSTEM OVERVIEW

- 16.1. Introduction
  - 16.1.1. This Project Specification outlines the requirements for the supply and commissioning of a pre-paid electricity system for the Bergrivier Municipality.
  - 16.1.2. This revenue management will consist of the following subsections:
    - 16.1.2.1. Existing Pre-Payment Vending System:
      - 16.1.2.1.1. Single phase meters;
      - 16.1.2.1.2. Three phase meters.



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### 16.2.1. PHOENIX SYSTEM

The Phoenix System consists inter alia of the following sub-systems:

#### PHOENIX INCOME

Consolidated billing  
Cash Book  
Receipting  
Debtors

#### 16.2.1.1. PHOENIX Debtors

The PHOENIX Debtors system is designed to control all Debtors relating to Government, both Local, and Regional, Development Corporations and certain specialised industries. The Debtors system contains many types of Debtors along with the related charge structures as follows:

- Municipal Rates and Service Charges
  - Water & Electricity metered Charges
  - Sundry Charges
  - Rentals
  - Loans (including subsidization)

Each Debtor call have any combination of the above, separated by different user defined balance types. Up to 9 different types are catered for enabling one Debtor to have for example, water, electricity, rates, loan, sundry debits and service charges all separated within the debtor, providing a consolidated account.

Debtors can also be categorized to provide outstanding balances and statistical information in breakdowns of tariffs, departments (or branches) consumer types and zoning. A full transaction history of all transactions is attached to each Debtor and available to the user via enquiry screens and Reports. Loans are stored separately to outstanding arrears, allowing the user to see complete interest and redemption on a Debtor's loan, and separately, to see a full age analysis of outstanding installments. This separation allows the user to charge a separate penalty interest on arrears installments, if interest is not charged on the interest on the loan. Interfaces between Consolidated Billing and other PHOENIX modules include:

- General Ledger Interface:

All financial transactions that occur in the Consolidated Billing module can be transferred to the relevant General Ledger accounts.

#### 16.2.2. Network Server (Financial Server)

The program on the network server is Microsoft Windows 2008R2

### 17. SERVICE LEVEL AGREEMENT

Bidders must submit a draft service level agreement which must clearly illustrate the bidder's capability against the required specifications and desired outcomes. The criteria listed in Pre-Qualification Criteria, list the minimum criteria for responsiveness in terms of these criteria.

### 18. PRICING

18.1. Pricing must include for all categories and items of expenditure and bidders must include it on the Pricing Schedule included for this purpose.

18.2. Additional information may be submitted separately.

18.3. The bid price will remain valid for a period of 90 days.



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18.4. The bid prices must be exclusive of Value-added-Tax.

18.5. Monthly charges must remain fixed for the duration of the tender.

### 19. COMMENCEMENT DATE

The successful bidder must be able to commence with the project within 21 days of signing the contract.

### SECTION 4.5

### ANNEXURE A

### SAMPLE OF A PREPAID VENDOR TOKEN

BERGRIVIER MUNICIPALITY

Token Number: XXXXXX

VAT Invoice: POS ID/Meter Number/ XXXXXX

VAT Reg No: 4000846172

Operator: XXXXXXXX

Name: SOAP J.

Meter:XXXXXXXXXX

SGC: 000000 KRN: XTI:XX

DOMESTIC XXXX CONSUMPTION

Date: DD/MM/YYYY

Time: HH:MM:SS

Cost of Electricity per unit excl. VAT: XXXXX

Daily Service Charge exc I. 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 exc I. VAT: XXXXX

Sub-Total XXXXX

VAT: XXXXX

Total XXXXX

Arrears Recovered XXXXX

Grand Total: XXXXX

Amount to pay: XXXXX

Amount Tendered: XXXXX

Change: XXXXX

Units: XXXXX units @ XX.XXc

XXXXX units @ XX.XXc

XXXXX units @ XX.XXc

XXXXX units @ XX.XXc

Total XXXXX units

250 CHARACTER MESSAGE

TOKEN NUMBE R: XXXX XXXX XXXX XXXX XXXX



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### SECTION 4.7

#### PRICING AND DELIVERY SCHEDULE

(Each page of the pricing schedule must be signed)

**Please note that Tender will be evaluated on the total price over the 3-year period. All line items in the Pricing and Delivery schedule should be completed in full to be found responsive. Failure to do so will lead to automatic disqualification. Items left blank are deemed non-responsive.**

#### 1. ONCE-OFF: SYSTEM SETUP AND IMPLEMENTATION AND TRAINING COST

Items	Description of equipment	Quantity	Cost
1.1 System set-up  (Includes all equipment that is needed for the Vending system which includes 25 PC's with UPS and Operating systems, 3 Laptops and 27 token printers.)		1	
1.2 Interface with PHOENIX  (Developing of interfaces between Vending system and Financial System)		1	
1.3 Training Cost System Users		30 users	
1.4 Training Cost System Administrators		4 users	
<b>Total (excluding VAT)</b>			



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**2. OPERATIONAL COSTS: PER MONTH CALCULATED OVER THE PERIOD, INCLUDING MONTHLY MANAGEMENT FEE AND BACK-UP VENDING FEE**

Items	Rate for service	Quantity	Cost per Month	Cost per Year
2.1 Operational Cost (payable monthly)		1		
2.2 Hosting Transaction fee (payable monthly)		9800		
2.3. Monthly management reports and Ad hoc system Reports (payable monthly)		1		
2.4 Software Licenses (payable monthly)		1		
2.5 Service Level Agreement including all Support Costs (payable monthly)		1		
2.6 Back -up Vending Disaster Management (payable monthly)		1		
2.7 Cost for all network links including main link to municipal network and links to all vendors as well as cost of data Sim's for Laptops provided under 1.1 Above (payable monthly)		1		
<b>Total (excluding VAT)</b>				

**Note:**

**Operational cost must include all traveling, accommodation, and all other expenses payable to**

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employees that are on site for assistance to the Municipality by the tenderer.

### 3. TRANSACTION FEE

Items	Rate for service	Quantity	Cost per Month	Cost per Year
3.1 Transaction Fee 3 <sup>rd</sup> Party Vendors (percentage of revenue fee)		R 3.5 Million / month		
3.2 Vending of Engineering Tokens		100 /month		
3.3 Free Basic Electricity Transaction Fee		1250 tokens		
<b>Total (excluding</b>				
<b>VAT)</b>				

### 4. VARIABLE COST: BANK COSTS (Estimate)

Items	Rate for service	Quantity	Cost per Month	Cost per Year
4.1 Banking Fees (Cash)		R 1.5 Million		
4.2 Credit Card / Debit Card/ EFT		R1.75 Million		
<b>Total (excluding</b>				
<b>VAT)</b>				



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### SUMMARY

Items	Year 1	Year 2 Including annual escalation	Year 3 Including annual escalation
1. ONCE-OFF: SYSTEM SETUP AND IMPLEMENTATION AND TRAINING COST			
2. <b>TOTAL COST PER YEAR FOR OPERATIONAL COSTS:</b> PER MONTH CALCULATED OVER THE PERIOD, INCLUDING MONTHLY MANAGEMENT FEE AND BACK-UP VENDING FEE			
3. <b>TOTAL COST PER YEAR FOR TRANSACTION FEE</b>			
4. <b>TOTAL COST PER YEAR FOR VARIABLE COST: BANK COSTS</b>			
<b>Total cost excluding VAT</b>			
<b>15% VAT</b>			
<b>Total cost including 15% VAT</b>			

Tenderers must take note that the first payment will only be made by the Municipality after commissioning of the entire system, and not during the installation and implementation stage.

I accept and approve all of the above.



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.....  
SIGNATURE OF TENDERER  
**SECTION 4.9**

### PRICE ADJUSTMENTS

The price must be firm for the specified time. Should the price not be firm for the specified minimum time then the tender will be rejected. The tender must remain open for possible acceptance **SUPPLY, INSTALLATION AND MANAGEMENT OF A STS COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM FOR THE PERIOD 01 JULY 2020 ENDING AT 30 JUNE 2023** for 3 months subsequent to the closing date.

I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

(Should this schedule not be completed it will be assumed that the above variation is acceptable to the tenderer and that there will be no other price variations considered after the required validity period has lapsed.)



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### 13. FORM OF OFFER AND ACCEPTANCE

**NOTE:**

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
  - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
  - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

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

**1. OFFER**

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works; **Tender 8/3/1-2020 MN5/2019**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
<b>In figures:</b>	<b>R</b>
<b>In words:</b>	

- 1.4. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)			
Name(s)			
Capacity			
Name of tenderer:			
Name of witness:	<i>(Insert name and address of organization)</i>	Date	



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Signature of witness:			
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### 2. ACCEPTANCE

- 2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
<b>For the Employer:</b>	<b>Bergrivier Municipality, Kerk Street, Piketberg, 7320</b>	
Name of witness:		Date:
Signature of witness:		



## BERGRIVIER MUNICIPALITY

### 14. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
  2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
  3. Document **MUST** be completed in non-erasable black ink.
  4. **NO** correction fluid/tape may be used.
    - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
  5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
    - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding **AND** including VAT) must reflect the same amount.

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

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

	INDICATE WITH AN 'X'							
	YES				NO			
<b>Are you/is the firm a registered VAT Vendor</b>								
<b>If "YES", please provide VAT number</b>								

**Please note the following:**

1. BERGRIVIER Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.



## BERGRIVIER MUNICIPALITY

### 15. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	