

**TENDER DOCUMENT**



Project Name	Project Number
Supply, installation and management of a STS compliant prepayment electricity vending solution for the period of 36 months.	MLM/FIN/07/2020/21

Contact : FINANCE DEPARTMENT

Tel : (015) 501 0243/4 Fax : (015) 501 0419

<b>COMPANY NAME</b>	
<b>TENDER AMOUNT IN WORDS (VAT INCLUSIVE)</b>	
<b>THE TOTAL FULL PRICE OFFER INCLUDING VALUE ADDED TAX IS:</b>	
R _____	<b>(In figures)</b>
<b>CONTACT PERSON</b>	_____
<b>CONTACT NUMBER</b>	_____
<b>EMAIL ADDRESS</b>	_____

**VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

***BY SUBMITTING THE BID, THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW***

- A bid not complying with the requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.
- “Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.
- In this document and other documents referred to but not attached, the following words are synonymous with each other.
  - a. CLIENT, EMPLOYER, MOLEMOLE LOCAL MUNICIPALITY, MUNICIPALITY
  - b. BID, TENDER AND VARIATIONS THEREOF
  - c. JOINT VENTURE / CONSORTIUM
  - d. TENDERER, BIDDER, CONTRACTOR

## 1. FULL DESCRIPTION OF THE TENDER

Molemole Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database, for the **supply, installation and management of a STS compliant prepayment electricity vending solution for the period of 36 months.**

## 2. RULES FOR BIDDING

**BY SUBMITTING THE BID, THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE FOLLOWING RULES:**

- 2.1 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 2.2 All Bidders submitting bids as part of a consortium or joint venture must submit separate central supplier database reports per each company.
- 2.3 Bidders may ask for clarification on these bid documents or any part thereof up to close of business **seven (7) calendar days** before the deadline for the submission of the bids. All written questions must be addressed to Chief Financial Officer: Zulu K @ [zuluk@molemole.gov.za](mailto:zuluk@molemole.gov.za) or Deputy Chief Financial Officer: Nkalanga AS @ [nkalanga@molemole.gov.za](mailto:nkalanga@molemole.gov.za) .Written responses will be uploaded on the municipal website and or etender portal **five(5) calendar days** before bid closes. Bidders are encouraged to ensure they check the etender and or website on a daily basis.
- 2.4 The municipality reserves the right to return late bid submission unopened.
- 2.5 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 2.6 The Bid document must be properly signed by a party having the authority to do so, according to the example of “Authority or Signatory”

2.7 Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears.

2.8 All pages of the Bid document must be fully initialized and or signed by Company Director or any authorised personnel.

2.9 In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Molemole Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision. An appeal must contain the following:

2.9.1 Reasons and/or grounds for the appeal

2.9.2 The way in which the appellants' rights have been affected

2.9.3 Remedy sought by appellant

2.9.4 Appeals must be submitted in writing to the Manager: Legal Services (Attention Mr. J Moleele) Mogwadi Head Office, 303 Church Street, Private Bag X44 Mogwadi, 0715. Email: Moleelej@molemole.gov.za

2.10 Bidders will be disqualified if:

2.10.1 Any bidders who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters.

2.10.2 they are bankrupt or being wound up, are having their affairs administered by the courts,

2.10.3 Have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

**2.10.4 Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information;**

- 2.11 The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
- 2.11.1 Who is in the service of the state, or;
  - 2.11.2 If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
  - 2.11.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?
- 2.12 Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.
- 2.13 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification.
- 2.14 Bids received by courier services will be considered provided they arrive on time before the due date. Late bids shall neither be accepted nor considered.
- 2.15 Bidders are advised to fully index and attach a table of contents for their attachments.**
- 2.16 The municipality will accept bid documents delivered via courier companies and by post. Municipal Officials are going to sign the receipt of the tender document provided it arrives before the due date and time.
- 2.17 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number.
- 2.18 Fully completed and signed tender documents must be deposited into the tender box located at Mogwadi old building, next to Cashier's office.
- 2.19 The Municipality is strictly not obliged to appoint the lowest or cheapest bidder.
- 2.20 All rates or prices must be inclusive of Covid19 Legislative Protocols, Prospective Bidders must strictly adhere to all Covid19 Legislative Regulations when appointed to implement the project.

2.21 For all Inquiries Bidders must in writing contact Mr. AS Nkalanga email: nkalanga@molemole.gov.za **seven (7) calendar days** before the due date. Written responses will be posted **five (5) calendar days** before the due date on the Municipal Website and E-tender Portal.



## **Supply, installation and management of a STS compliant prepayment electricity vending solution for the period of 36 months**

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**T1.1 BID NOTICE AND INVITATION TO BID**

Molemole Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database, for supply, installation and management of a STS compliant prepayment electricity vending solution for the period of 36 months. **BY SUBMITTING THE BID, THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE FOLLOWING RULES: continued.**

- 2.22 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 2.23 All Bidders submitting bids as part of a consortium or joint venture must submit separate central supplier database reports per each company.
- 2.24 Bidders may ask for clarification on these bid documents or any part thereof up to close of business **seven (7) calendar days** before the deadline for the submission of the bids. All written questions must be addressed to Chief Financial Officer: Zulu K @ [zuluk@molemole.gov.za](mailto:zuluk@molemole.gov.za) or Deputy Chief Financial Officer: Nkalanga AS @ [nkalanga@molemole.gov.za](mailto:nkalanga@molemole.gov.za) .Written responses will be uploaded on the municipal website and or e-tender portal **five(5) calendar days** before bid closes. Bidders are encouraged to ensure they check the e-tender and or website on a daily basis.
- 2.25 The municipality reserves the right to return late bid submission unopened.
- 2.26 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is

awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

2.27 The Bid document must be properly signed by a party having the authority to do so, according to the example of “Authority or Signatory”

2.28 Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears.

2.29 All pages of the Bid document must be fully initialized and or signed by Company Director or any authorised personnel.

2.30 In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the Molemole Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision. An appeal must contain the following:

2.30.1 Reasons and/or grounds for the appeal

2.30.2 The way in which the appellants’ rights have been affected

2.30.3 Remedy sought by appellant

2.30.4 Appeals must be submitted in writing to the Manager: Legal Services (Attention Mr. Moleele J) Mogwadi Head Office, 303 Church Street, Private Bag X44 Mogwadi, 0715. Email: moleelej@molemole.gov.za

2.31 Bidders will be disqualified if:

2.31.1 Any bidders who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters.

2.31.2 they are bankrupt or being wound up, are having their affairs administered by the courts,

2.31.3 Have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those



matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

**2.31.4 Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information;**

2.32 The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

2.32.1 Who is in the service of the state, or;

2.32.2 If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;

2.32.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?

2.33 Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.

2.34 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification.

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**2.36 Bidders are advised to fully index and attach a table of contents for their attachments.**

2.37 The municipality will accept bid documents delivered via courier companies and by post. Municipal Officials are going to sign the receipt of the tender document provided it arrives before the due date and time.

2.38 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number.

2.39 Fully completed and signed tender documents must be deposited into the tender box located at Mogwadi old building, next to Cashier's office.

- 2.40 The Municipality is strictly not obliged to appoint the lowest or cheapest bidder.
- 2.41 All rates or prices must be inclusive of Covid19 Legislative Protocols; Prospective Bidders must strictly adhere to all Covid19 Legislative Regulations when appointed to implement the project.
- 2.42 For all Inquiries Bidders must in writing contact Mr. AS Nkalanga email: nkalanga@molemole.gov.za **seven (7) calendar days** before the due date. Written responses will be posted **five (5) calendar days** before the due date on the Municipal Website and Etender Portal.

This is a once off project wherein the municipality will enter into a service level agreement for the **supply, installation and management of a STS compliant prepayment electricity vending solution for the period of 36 months** .

**NO BRIEFING SESSION FOR THIS TENDER**

- **Bidders may ask for clarification on these bid documents or any part thereof up to close of business seven (7) calendar days before the deadline for the submission of the bids. All written questions must be addressed to the Deputy Chief Financial Officer: Mr. AS Nkalanga email: nkalanga@molemole.gov.za. Written responses will be uploaded on the municipal website and or etender portal five (5) calendar days before bid closes. Bidders are encouraged to ensure they check the etender and or website on a daily basis.**

Tender documents containing the Conditions of Tender, Evaluation criteria as well as the applicable procurement terms and conditions will be available on E-tender portal ([www.etender.gov.za](http://www.etender.gov.za)) / municipal website ([www.molemole.gov.za](http://www.molemole.gov.za)).

**When downloaded from the municipal website, tender documents are uncontrolled and the responsibility lies with the bidder to ensure the printout is in line with the Authorized Version on the system.**

Complete tender documents, fully priced and signed with all the necessary documents attached, must be sealed in an envelope marked "TENDER" Description of Project / Project Number" as mentioned above. The closing date for submission of Tender bids is 21 May 2021.

The Municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework of 2017, on 80/20-point system. Tenders will remain valid for 90 (ninety) days.

Enquiries related to this tender should be addressed to **FINANCE DEPARTMENT** at (015) 501 0243/4 or 015 501 2300 during working hours.

Municipal Address  
**MR. M.L MOSENA**  
**MUNICIPAL MANAGER**  
**MOLEMOLE MUNICIPALITY**  
**PRIVATE BAG X44**  
**MOGWADI**  
**0715**

## **T1.2 BID DATA**

The **Standard Conditions of Bid** makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

<b>Clause number</b>	<b>Data</b>
F.1.1 ACTIONS	The Employer is: The Municipal Manager MOLEMOLE Local Municipality 303 Church Street MOGWADI 0715
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Name: <b>FINANCE DEPARTMENT</b> Address: 303 Church Street Mogwadi 0715 Tel: 015 501 0243/4
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.12 ALTERNATIVE TENDER OFFERS	<i>No alternative bid is to be accepted!</i>
F.2.13.2 SUBMITTING A TENDER OFFER	The <b>whole original</b> bid document, <b>as issued by the Municipality</b> , shall be submitted. <b>No copies will be accepted.</b> Bids may only be submitted on the Bid documentation issued by the municipality
F.2.14 CLOSING DATE & TIME	DATE: <b>21 May 2021</b> TIME: <b>11H00</b>  It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. <b>Late, faxed or e-mailed tenders will not be considered.</b>
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to 90 days (working days) from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 14 days to respond to the service offer.

Clause number	Data
<p>F.1.10 CERTIFICATES AND ATTACHMENTS</p>	<p>The bidder is required to attach the following <b>Valid documents</b> to the tender Document:</p> <ol style="list-style-type: none"> <li>a. The recent up-to-date central supplier database(CSD) registration report detailing all compliance requirements; [Last verified between the <b>advert date</b> and the <b>closing date</b>];</li> <li>b. Valid Tax compliance status pin or Master Pin</li> <li>c. Copy of the statement of municipal rates and taxes for the company or of its directors (not in arrears for more than three (3) months before the closing date), if renting a lease agreement and owner’s proof of municipal rates must be submitted (not in arrears for more than three (3) months before the closing date). If the bidder is operating where municipal rates are not applicable, a proof of residence from the traditional authority must be submitted (not older than three (3) months before the closing date).</li> <li>d. If Joint Venture, attach a signed joint venture agreement</li> <li>e. If joint Venture, each party/Company must attach <b>a.</b> to <b>c.</b></li> </ol>
<p>F.1.11 OPENING OF BID SUBMISSIONS</p>	<p>The time and location for opening of the bid offers Immediately after the closing time <b>11H00</b> on the closing date <b>21 May 2021</b> Location: MOLEMOLE Local Municipality- Old Municipal Building 303 Church street Mogwadi 0715 Any bid received after the deadline for submission of bids prescribed, will be rejected and/or returned unopened to the Bidder.</p>
<p>F.1.12 TWO-ENVELOPE SYSTEM</p>	<p>A two-envelope procedure will <b>not</b> be followed.</p>
<p>F.1.12 ARITHMETICAL ERRORS</p>	<ol style="list-style-type: none"> <li>a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.</li> <li>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u></li> <li>c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer’s addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.</li> </ol> <p>Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.</p>

<p>F.1.13 EVALUATION OF BID OFFERS</p>	<p>The preference procedure for evaluation of responsive bid offers shall be the <b>80/20</b>-point preference system.</p> <ul style="list-style-type: none"> <li>- where 80 points will be allocated in respect of price</li> <li>- 20 points will be allocated towards targeted goals</li> <li>- Note: All bids will be evaluated for functionality before the evaluation on 80/20 point system</li> </ul>
<p>F.1.14 ACCEPTANCE OF BID OFFER</p>	<p>Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions as detailed in this bid document, shall not be considered and shall automatically be rejected.</p>
<p>F.1.15 PROVIDE COPIES OF THE CONTRACTS</p>	<p>The number of paper copies of the signed contract to be provided by Molemole Municipality is <b>one</b>.</p>
<p>ADDITIONAL CONDITIONS APPLICABLE TO THIS BID</p>	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> <li>1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the contract.</li> <li>2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</li> <li>3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity.</li> <li>4 The bid document shall be submitted as a whole and shall <b>not</b> be submitted in parts.</li> <li>5 <b>List of returnable documents (PART T2) must be completed in full.</b> (i.e.: A bidder's company profile <b>will not</b> be used by the MLM to complete PART T2 on behalf of the bidder)</li> </ol> <p><b>NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.</b></p>

## **Bid Data in detail**

### **F.1 Standard Conditions of the Bid**

#### **F.1.1 Actions**

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly with openness and transparency.

#### **F.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### **F.1.3 Interpretation**

F.1.3.1. the tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2. these conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling of expressions of interest, the following definitions apply:

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

#### **F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **F.1.5 The employer's right to accept or reject any tender offer**

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at

any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his/ her principals, is not under any restriction to do business with the employer.

### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer to satisfy requirements.

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential. All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except in so far as is specifically required for the consideration and evaluation of the response or as may be required under law.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.



### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data.

### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing date stated in the tender data.

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is required to seek adequate cover for covering liability that may ensue while delivering diesel generator to the employer.

### **F.2.10 Pricing the tender offer**

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes, Value Added Tax (VAT), and other levies payable to the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract, payable after delivery of the diesel generator, subject to inspection by the Employer.

F.2.10.3 State the rates and prices in South African Rand.

F.2.10.4 The municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

### **F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid or TIPPEX are prohibited.

### **F.2.12 Alternative tender offers**

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements of the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

### **F.2.13 submitting a tender offer**

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

F.2.13.4 Sign the original copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state; which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original package marking the package as "ORIGINAL"

F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer 's address and identification details as stated in the tender data.

F.2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, will be regarded by the employer as non-responsive.

### **F.2.15 Closing Time**

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, facsimile or e-mail.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### **F.2.16 Tender Offer Validity**

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

### **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both).

No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.**

### **F.2.18 Provide other material**

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

### **F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty eight (28) days after the expiry of the validity period stated in the tender data.

### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **F.3 The employer's undertakings**

### **F.3.1 Respond to clarification**

Respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **F.3.4 Opening of tender submissions**

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon a formal request.

### **F.3.5 Two-envelope system**

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for responsiveness**

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a. Complies with the requirements of these Conditions of Tender,
- b. Has been properly and fully completed and signed, and
- c. Is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

### **F.3.9 Arithmetical errors**

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a. Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.
- b. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the total shall be corrected.
- c. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the rate shall govern and the tenderer will be asked to revise selected item prices to achieve the tendered total of the prices.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his/ her arithmetical errors in the manner described in F.3.9.1.

### **F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11 EVALUATION METHODOLOGY**

- In addition to all items highlighted under Page 2 titled “**Very Important Notice on Disqualifications**”, the tenders will be evaluated in terms of the Municipality Supply Chain Management policy, Preferential Procurement Framework Act (Act 5 of 2000) and its regulations as enacted in 2001.
- Tenders will be evaluated using the 80/20 points allocation system. The total points out of a possible maximum of 100 will be calculated using various formulae to calculate price as well as for preferential procurement.

### **F.3.13 Acceptance of tender offer**

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, the employer will publicise a list of successful bidders on the municipal website

### **F.3.14 Municipality's right to accept or reject any or all Bids**

*The municipality reserves the right to:*

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.
- Accept one or more bids submissions.
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or
- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

### **F.3.15. Prepare contract documents**

Revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- addenda issued during the tender period,
- inclusion of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance within fourteen (14) days after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

### **F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

## **4. List of attachments required for Evaluation Purposes**

The bidder is required to attach the following **valid documents** to the tender Document:

- a. The recent up-to-date central supplier database(CSD) registration report detailing all compliance requirements; [Last verified between the **advert date** and the **closing date**];
- b. Valid Tax compliance status pin or Master Pin
- c. Copy of the statement of municipal rates and taxes for the company or of its directors (not in arrears for more than three (3) months before the closing date), if renting a lease agreement and owner's proof of municipal rates must be submitted (not in arrears for more than three (3) months before the closing date). If the bidder is operating where municipal rates are not applicable, a proof of residence from the traditional authority must be submitted (not older than three (3) months before the closing date).
- d. If Joint Venture, attach a signed joint venture agreement.
- e. If joint Venture, each party/Company must attach **a.** to **c.**

## 5 EVALUATION METHODOLOGY

### 5.1 Stages of Evaluation

- **Guidelines for Evaluation using the Weighting method**
  - a. Score sheets will be prepared and provided to panel members to evaluate the bids.
  - b. The score sheet should contain all the criteria and the weight for each criterion as well as the values to be applied for evaluation as indicated in the bid documents.
  - c. Each panel member should after thorough evaluation independently award his / her own value to each individual criterion.
  - d. Score sheets should be signed by panel members and if necessary, written motivation may be requested from panel members where vast discrepancies in the values awarded for each criterion exist.
  - e. If the minimum qualifying score for functionality is indicated as a percentage in the bid documents, the percentage scored for functionality may be calculated as follows:
    - i. The value awarded for each criterion should be multiplied by the weight for the relevant criterion to obtain the score for the various criteria;
    - ii. The scores for each criterion should be added to obtain the total score; and
    - iii. The following formula should be used to convert the total score to percentage for functionality:

$$Ps = (So/Ms) \times 100$$

Where:

**Ps** = percentage scored for functionality by bid under consideration

**So** = total score of bid under consideration

**Ms** = maximum possible score [the highest score by any bidder]

The percentage of each panel member should be added and divided by the number of panel members to establish the average percentage obtained by each bidder for functionality.



**Stage 1: Evaluation on functionality**

Under functionality, Bidders must achieve a minimum of 80% of required points for functionality (quality) in order to be considered for further evaluation in stage 2\_(Evaluation on Price and BBEE). Bidders that score less than 80% of required points\_will be disqualified:

<b>MSCOA COMPLIANCE VALUATION AND CUSTOMER AFFORDABILITY ANALYSIS SYSTEM DETAILED PROPOSAL.</b>	<b>20</b>	<b>Applicable Value System</b>
A Detailed implementation plan for the installation and management of a STS compliant prepayment electricity vending solution. The proposal should indicate all the procedures to be followed on the implementation and the functionality required for <b>MSCOA</b> and Solar integration compliance.	<b>10</b>	<b>Poor = 1</b> <b>Average = 2</b> <b>Good = 3</b> <b>Very good = 4</b> <b>Excellent = 5</b>
<b>CAPACITY ANALYSIS</b>	<b>45</b>	
A maximum of ten (10) appointment letters for the implementation and 24 hours' management of a prepayment system (on-line vending solution) for electricity licenced areas. An appointment letters should be on the organisation approved letter head and signed by the authorised organisational official.		
<b>ADDITIONAL CAPACITY ANALYSIS</b>	<b>45</b>	
A maximum of five (5) appointment letters for the implementation and 24 hours' management of a prepayment system (on-line vending solution) for electricity licenced areas which are using solar financial system as a core financial management system. An appointment letters should be on the organisation approved letter head and signed by the authorised organisational official.		
<b>Total functionality Points</b>	<b>100</b>	

## 6. EVALUATION METHODOLOGY

### 6.1 Evaluation on Price 80/20 and BBEE status

#### a. Financial offer and evaluation on price points

- Score Bid evaluation points for financial offer.
- Confirm that Bidders are eligible for the BBEE claimed, and if so, score Bid evaluation points for BBEE.
- Calculate total Bid evaluation points (Price points plus BBEE points)
- Rank Bid offers from the highest number of Bid evaluation points to the lowest.
- The bidder obtaining the highest number of total points will be awarded the contract.
- Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- Points scored must be rounded off to the nearest 2 decimal places.
- In the event that two or more bids have scored equal total points, the successful bids must be the one scoring the highest number of preference points for B-BBEE.
- However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### b. Price formula

$$Np = \frac{80[1 - (Pt - Pmin)]}{Pmin}$$

- Where: Np = the number of bid/tender adjudication points awarded for price.
- Pt = the bid/tender sum (corrected if applicable) of the responsive bid under consideration.

- Pmin = the bid/tender sum (corrected if applicable) of the lowest responsive tender/bid.

**c. Scoring for BBEE**

- Bids will have evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2017, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million
- Bidders must attach certified copies of BBEE to claim BBEE points. Failure to attach the valid BBEE points shall not disqualify the Bidder from further evaluation; but only points will be forfeited.

**B-BBEE Status Level of Contributor Number of points (80/20 system)**

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



**Supply, installation and management of a STS compliant prepayment electricity vending solution for the period of 36 months.**

**ART T2 LIST OF RETURNABLE DOCUMENTS**

*The bidder must complete the following returnable documents.*

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES .....
- T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES .....
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT .....
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN THE CONTRACT .....

**NOTE:**

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the bid. **All** the documents indicated on Part T1 must be completed and signed where applicable and submitted as a **complete set of documents**.

## **T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**

### **CONTENTS**

FORM 2.1.1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (WHERE APPLICABLE)

FORM 2.1.3: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.5: FINANCIAL REFERENCES

FORM 2.1.6: DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.7: AMENDMENTS & QUALIFICATIONS BY BIDDER

**[PLEASE NOTE: IT IS COMPULSORY FOR ALL FORMS TO BE COMPLETED. WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE. ANNEX SIGNATURE EVEN IF YOU WROTE N/A]**

**FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD**  
[please attach Annual report for the Previous financial year]

- a) Total Turnover in the previous financial year? R\_\_\_\_\_
- b) Estimated turnover for current financial year? R\_\_\_\_\_

**List your current contracts (IF ANY) and obligations [maximum]:**

Description	Location	Value (R)	Start date	Duration	Expected completed date

**FORM 2.1.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURE [WRITE N/A IF NOT APPLICABLE]**

PLEASE ATTACHED A CERTIFIED COPY OF THE CERTIFICATE

**FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER**  
**[N.B. COMPULSORY: TO BE USED FOR EVALUATION PURPOSES]**

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

**Give a minimum of two (2) names and telephone numbers and e-mail address per reference. Please provide latest contact details.**

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	<hr/> <hr/>			
	<hr/> <hr/>			
	<hr/> <hr/>			

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CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	<hr/> <hr/>			
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CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	_____ _____			
	_____ _____			
	_____ _____			

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CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	_____ _____			
	_____ _____			
	_____ _____			

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CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	_____ _____			
	_____ _____			
	_____ _____			

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**FORM 2.1.4**                      **SCHEDULE OF PROPOSED SUB-CONTRACTORS**  
**[IF NOT WRITE N/A ACROSS THE TABLE]**

Provide details on all sub-contractors you intend utilising for this contract

	<b>a</b>		<b>b</b>	<b>c = a x b</b>
<b>Type of work to be used for</b>	<b>% of contract</b>	<b>Name of sub-contractor</b>	<b>% HDI ownership</b>	<b>Total contribution to HDI ownership</b>
<b>Total % of contract sub-contracted</b>		<b>Total contribution of HDI ownership:</b>		

**FORM 2.1.5 FINANCIAL REFERENCES**

**FINANCIAL STATEMENTS (delete which is not applicable)**

I/We \_\_\_\_\_ (name of authorized representative

Confirm that we have attached a three (3) year audited copy of financial statements together with my/our Directors' and Auditors' report.

**DETAILS OF BIDDING ENTITY'S BANK**

**If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.**

I/ We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO BIDDER</b>
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	(    )
Account number	
Type of account, (i.e. cheque account)	

*Attach Bank letter with Company Bank Rating*

**FORM 2.1.6      DETAILS OF ALTERNATIVE BIDS SUBMITTED**  
**[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

See condition of bid.

<b>DESCRIPTION</b>

**FORM 2.1.7 AMENDMENTS AND QUALIFICATIONS BY BIDDER**  
**[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

See condition of bid

Attach additional information on a separate sheets and initial all of them

<b>PAGE</b>	<b>DESCRIPTION</b>



**Supply, installation and management of a STS compliant prepayment electricity vending solution for the period of 36 months.**

## **T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES**

### **CONTENTS**

FORM 2.2.1 DECLARATION

FORM 2.2.2 DECLARATION OF INTEREST

FORM 2.2.3 MBD 9



**FORM 2.2.1 DECLARATION:**

I/ We, the undersigned:

- (a) Bid to provide to MOLEMOLE LOCAL MUNICIPALITY (MLM) with **SUPPLY, INSTALLATION AND MANAGEMENT OF A STS COMPLIANT PREPAYMENT ELECTRICITY VENDING SOLUTION FOR THE PERIOD OF 36 MONTHS.** described both in this and the other Schedules to this Contract to which I shall annex my signature;
- (b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding execution of duties;
- (c) Further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; and C3", attached hereto, should this bid be accepted;
- (d) Confirm that this bid may only be accepted by Molemole Local Municipality by way of a duly authorised Letter of Acceptance within fourteen (14) days from the date of appointment;
- (e) Declare that we are fully acquainted with the Bid document and Schedules and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- (f) Declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between MLM and the undersigned;
- (g) Certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;
- (h) Acknowledge that the information furnished is true and correct;
- (i) Accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of MLM that the claims are correct. If the claims are found to be inflated, MLM may in addition to any other remedy it may have, recover from the company or me all costs, losses or damages incurred or sustained by MLM as a result of the award of the contract and/or cancel the contract and claim any damages which MLM may suffer by having to make less favourable arrangements after such cancellation;
- (j) Declare that no municipal rates and taxes or municipal service charges owed by the bidding company or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears; and
- (k) Declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was not satisfactory.

**[PLEASE SIGN ON BEHALF OF THE BIDDER]**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Authorised Signature: \_\_\_\_\_

Name of Bidding Entity: \_\_\_\_\_

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

As witness: \_\_\_\_\_

**FORM 2.2.2 DECLARATION OF INTEREST**

1. **No bid will be accepted from persons in the service of the state including in instances of non-directors of the entity and also those who may be sub-contracting.**
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 with honesty and submitted with the bid.

**Full Name:** \_\_\_\_\_

**Identity Number:** \_\_\_\_\_

**Tax Number:** \_\_\_\_\_

**VAT Number:** \_\_\_\_\_

3.1 Are you presently in the service of the state\* **YES / NO** \_\_\_\_\_

\* SCM 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

- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature

If yes, furnish particulars \_\_\_\_\_

3.2 Have you been in the service of the state for the past twelve (12) months? **YES / NO**

If yes, furnish particulars \_\_\_\_\_

3.3 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO** \_\_\_\_\_

If yes, furnish particulars \_\_\_\_\_

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

If yes, furnish particulars \_\_\_\_\_

\_\_\_\_\_

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

If yes, furnish particulars \_\_\_\_\_

\_\_\_\_\_

I, THE UNDERSIGNED (NAME) \_\_\_\_\_  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
CORRECT.

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

SHOULD THE INFORMATION REQUIRED ON THIS FORM NOT DULY BE SUPPLIED, THIS  
BID WILL BE AUTOMATICALLY REJECTED.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

**FORM 2.2.3 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- a) This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- b) Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup>
- c) Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - i. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - ii. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- d) 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.
- e) In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of

---

(Name of Bidder)

that:

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:
  - has been requested to submit a bid in response to this bid invitation;
  - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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

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

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

**[PLEASE SIGN BELOW ON BEHALF OF THE BIDDER]**

Signature	Date
Position	Name of Bidder



**Supply, installation and management of a STS compliant prepayment electricity vending solution for the period of 36 months.**

**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT**

**CONTENTS**

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS

**FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS**  
**[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

We confirm that the following communications received from the Procuring Department before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

**[PLEASE SIGN BELOW FOR THE BIDDING COMPANY]**

Signature of Authorized person: \_\_\_\_\_ Date: \_\_\_\_\_

Name of authorized person: \_\_\_\_\_ Position: \_\_\_\_\_





## **PART T3: TENDER SPECIFICATIONS**

### **5. FULL DESCRIPTION OF THE TENDER**

**Molemole Local municipality would like to appoint a competent service provider registered on the national Central Supplier Database, for the supply, installation and management of a STS compliant prepayment electricity vending solution for the period of 36 months.**

#### **Municipal Area**

At present Molemole electricity distribution area comprises of the following areas:

1. Dendron/Mogwadi
2. Morebeng/Soekmeaar

### **SECTION A: VENDING SYSTEM**

#### **1. Background**

The Molemole Municipality currently uses an on-line real-time vending system for the sale of pre-paid electricity.

#### **2. Scope**

- 2.1 Supply, installation and maintenance of a complete prepayment vending and management solution use on-line technology to vend tokens in a secure and efficient way.

#### **3. Applicable Standards**

- 3.1 The following standards must reference must apply:

- i. IEC 62055 > Electricity Payment Metering Systems
- ii. STS Part 1,2 and 3> Standard Transfer Specification
- iii. NRS 009-2-1:1998 > Electricity sales systems - Part 2: Functional and performance requirements - Section 1: System master stations
- iv. NRS 009-2-2:1995 > Electricity sales systems - Part 2: Functional and performance requirements - Section 2: Credit dispensing units.
- v. NRS 009-6-10 (Online XMLVend 2.1) the NRS Standard for on-line communication between Vending Servers and Vending Clients
- vi. ISO 8583 > Financial transaction card originated messages — Interchange

message specifications

#### **4. General**

- 4.1 The system offered must be windows based system comprising a complete and fully functional prepayment vending and management system including all the operating and database modules needed to operate such a system.
- 4.2 The minimum hardware, software and communications requirements on which to run the system must be specified for all the different components of the system.
- 4.3 The system must provide for the following types of payment:
  - Cash
  - Credit Card
  - Debit Card
  - Bank Transfer etc.
- 4.4 The system must provide for the Electricity Base Support Services Token (EBSST)
- 4.5 The system must vend on-line to all installed, existing and commissioned prepayment meters in the municipal area of supply.
- 4.6 All system functions must be accessed via a user-friendly graphics user interface.
- 4.7 The prepayment meters must accept all codes generated by the system to a valid meter and must not reject the code generated.
- 4.8 The system must have the ability to collect arrears from the consumer by leveraging the prepayment transaction according to a unique formula for each consumer.
- 4.9 The system must be able to collect municipal account payments at the vending points. The system must be capable to interface with the Venus billing system.
- 4.10 The system must be able to track the history/location of a meter from the time it is delivered to the municipalities' main store, through other local stores and points of connection until it is finally scrapped.
- 4.11 The system must be capable of interfacing with the's GIS and other 3rd party systems
- 4.12 The system must be operational on a 24 hours X 7 X 365 days per annum basis.

#### **5. Customer Reference**

- 5.1 Molemole Municipality may wish to contact one or more of your reference clients during the detailed evaluation period. Please provide contact names and details of the individuals who should be contacted in this regard.
- 5.2 Please prepare your reference clients for this contact. All contacts with your reference clients will be arranged through yourselves, but Molemole Municipality reserves the right

to conduct these information-sharing sessions without representatives from your company being present.

## 6. Mandatory Requirements

**NOTE:** Compliance to the following requirements is mandatory – any deviations will result in tender disqualification.

### 6.1 Oracle

6.1.1 A mandatory requirement of Molemole Municipality is an Oracle 9i or 10g database environment. The reasoning for utilization of Oracle is:

- The proven stability of the Oracle database,
- The proven scalability of the Oracle database,
- And the availability of suitably qualified support personnel for Oracle databases.

### 6.2 Software Architecture

6.2.1 The online vending system software must be based on the Microsoft .NET web services architecture.

6.2.2 The on-line vending solution must be hosted by the service provider in their data centre where industry best practise should be followed.

### 6.3 Reporting System

6.3.1 The vending solution must include a dedicated reporting environment that runs on proven reporting software.

6.3.2 Molemole Municipality must have access to a full set of standard management reports.

### 6.4 Online Customer Contract Management

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

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

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

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

6.5 Online Engineering Operations

- 6.5.1 The system must have the ability to generate engineering tokens (Replacements, Clear Tamper, Clear Credit, and Power Limit) online via any standard web browser.

6.6 Online Auxiliary Account Management

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

6.7 Online Asset Management

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

6.8 Online System Configuration

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

6.9 Online System Security

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

**7. Support, Installation & Commissioning**

- 7.1.1 Tenders must provide permanent local (onsite) support, as well as show the capability remotely (telephonically) to support the system

- 7.1.2 Remote support must include an offsite backup and disaster recovery service through the mirroring of data on at least a weekly basis.

- 7.1.3 Tenderers must submit themselves to an independent assessment of their capabilities, demonstrating at least 5 permanent, dedicated and centrally located system support personnel in their employment.

7.2 Operating System

- 7.2.1 All workstation applications must operate on a Windows 7/XP platform. No legacy DOS-based support must be acceptable.

- 7.2.2 The database must be operable on any platform, including Windows®, UNIX, VAX-VMS as well as MVS.

- 7.2.3 All system functions must be accessed via a user-friendly Graphical User

Interface.

### 7.3 Hardware

- 7.3.1 All workstation components of the system must operate on a standard, readily available, PC-based machine with no special modifications required to any parts.
- 7.3.2 The server hardware must include sufficient scalability and be housed in a secure datacentre environment. The Tenderer must supply a standard STS security module solution.

### 7.4 Data Model

- 7.4.1 The underlying data model used by the system must be tested to conform to the standard of a so-called third generation system. This means that the data model must be capable of the following:
  - i. A Point-of-Connection must be supported which is independent from a Location, Meter and Consumer.
  - ii. The tariff must not be connected to a Meter or a Consumer, but must rest with the Point-of-Connection.
  - iii. The data model must allow for the definition of hierarchical Nodes in order to simulate a distribution network.
  - iv. The data model must allow for WGS-84 GPS coordinate definition with all locations.
  - v. The data model must accommodate, for enhanced management purposes, possible additional resources like water & gas.
  - vi. The data model must accommodate meter reading for reading prepaid meters, and reconciling meter consumption with sales.

### 7.5 Integration and Interface Requirements

#### 7.5.1 File based integration

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

### 7.6 Languages & Currency

- 7.6.1 The system must accommodate multiple languages on the same machine.
- 7.6.2 The system must have a tool to facilitate the translation of the software by Molemole Municipality Town Council. This tool must be demonstrated and supplied on demand.
- 7.6.3 The system must allow for the configuration of any currency, including the adjustment of multipliers and decimal points.

### 7.7 Electricity Prepayment Vending

## 7.7.1 Transactions

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

## 7.7.2 Vending Operation

- 7.7.2.1 The system must be capable of vending STS compliant prepayment credit and engineering tokens.
- 7.7.2.2 The system must be certified by the STS association as being Vending, Engineering and Key Change Management compliant.
- 7.7.2.3 The system must be capable of vending proprietary prepayment credit tokens.
- 7.7.2.4 Vendors must have the ability to perform a consumer lookup through meter number, address, point-of-connection or name.
- 7.7.2.5 The system must be capable of allowing transaction re-prints and reversals, without compromising the integrity of transactions and subject to appropriate security.
- 7.7.2.6 The vendor must have the ability to look up the localized transaction history of a relevant consumer.
- 7.7.2.7 The system must be capable of vending free electricity grants.
- 7.7.2.8 The system must have the ability to calculate and display cash change to the vendor.
- 7.7.2.9 The system must allow for remote operator security management.

## 7.7.3 Vending Management

- 7.7.3.1 The system must allow for vendor and cashier shifts to accommodate various levels of operators, thus improving security.
- 7.7.3.2 The system must allow for the automated or manual sign-off of shifts.
- 7.7.3.3 Vendors must have pre-defined, credit limits limiting the exposure at certain outlets. The option must exist to update credit limits manually.
- 7.7.4 Tokens and receipts
  - 7.7.4.1 The system must give users the ability to easily define customized token/receipt templates through the use of any Rich Text Format editor.
  - 7.7.4.2 The system must accommodate multiple receipts. It must include but not be limited to auxiliaries, credit token and system reversals receipts.
- 7.7.5 Auxiliaries
  - 7.7.5.1 The system must have the ability to collect arrears from the consumer by leveraging the prepayment transaction according to a unique formula for each consumer.
  - 7.7.5.2 A consumer's unique collection profile must be automatically updated by the system based on historic payments made.
- 7.7.6 Tariffs
  - 7.7.6.1 A separate tariff spreadsheet must be used for defining tariff and debt calculations.
  - 7.7.6.2 The Molemole Municipality must have the ability to customize the tariff spreadsheet at will.
  - 7.7.6.3 The tariff system must accommodate an unlimited number of tariff, debt and charges rules and calculations.
  - 7.7.6.4 The system must accommodate step tariffs, with an unlimited number of kWh-based steps.
  - 7.7.6.5 Unique tax and fixed charges profiles must be definable for each tariff block.
  - 7.7.6.6 Tax and fixed charge blocks independent from step tariff blocks must be definable according to monthly monetary value transacted, or kWh bought.
  - 7.7.6.7 The system must have automated activation dates for tariff changes.
- 7.7.7 Online Vending
  - 7.7.7.1 Online vending on a PC Point of Sale must take place through a thin

client.

7.7.7.2 All messages must be via the self-defining, open-standard XML protocol.

7.7.7.3 The system must support the latest version of the NRS009-6-10 XMLVend specification.

7.7.7.4 The online transaction processing infrastructure must have unlimited scalability with hot-swappable redundancy.

7.7.7.5 The online infrastructure must be a clustered environment that will allow the service provider to upgrade its solution by adding new parallel servers for transaction processing. This environment will further augment system redundancy.

#### 7.7.8 Online Customer Contract Management

7.7.8.1 Management of Customer Contracts must be carried out through a single online take-on web page via any standard web browser.

7.7.8.2 The Customer Contract Management System must accommodate the saving of uncompleted contracts whilst these customers will not be able to vend.

### 7.8 Consumers

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

### 7.9 Engineering

#### 7.9.1 Meter Life Cycle Tracking

7.9.1.1 In order to facilitate meter life cycle tracking, the system must accommodate at least the following location types:

- i. Inventory Store
- ii. Resource Consuming Location

7.9.1.2 Again in order to track meter life cycle, the system must further allow for the following modes of operation:

- i. Received
- i. Installed
- ii. Removed

### 7.10 Standard Reports

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



- Management Summary
- Transaction Summary
- Free Basic Electricity
- Zero Low Purchase

## 7.11 System Management

### 7.11.1 Communication

7.11.1.1 The system must be configurable to operate fully online

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

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

### 7.11.2 Security

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

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

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

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

## 7.12 Reporting and Information

7.12.1 The database must be accessible via standard SQL-based report writing tools like Cognos Impromptu or Crystal Reports.

## 7.13 Geographical Information System

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

7.13.2 Certain data elements in the prepayment metering system must be able to store GPS coordinates as attributes. These include the location of a meter as well as the point of connection of a meter.

## 7.14 Vending Gateway with Transaction

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

## 8. Vending Channels

- 8.1 The following vending channels must be implemented
  - i. PC POS
  - ii. Mobile POS
  - iii. Mobile Phone
  - iv. Vouchers
  - v. Consumer website
  - vi. ATM

## 9. Online Retail and Vending Administration

- 9.1 The system must have the ability to manage retailer accounts online.
- 9.2 This includes adding, removing and editing retailers, operators, terminals, available networks and accepted payment methods.

- 9.3 It must also allow transferring and adjusting retailer funds and accepting retailer deposits.
- 9.4 The system must have the ability to add, remove and edit vouchers online.
- 9.5 The system must have an online facility for reconciling between client records, EFT records and service provider records.

## **10. System Hardware**

- 10.1 Envisaged hardware layout:
- Master Database Server – 1
  - Management Server - 1
  - Online Point of Sale Terminals - 3
- 10.2 Servers can be combined, depending on Software requirements
- 10.3 The tenderer must provide and install all the necessary hardware needed to operate the vending system and must maintain and upgrade the hardware during the contract period. Ownership of all PC based hardware, will revert to the at the end of the initial contract period or in the event of a contract breach. There will be no cost implication.
- 10.4 All client access components of the system must operate on a standard, readily available, PC-based machine with no special modifications required to any parts. Brand-name system will be the preferred option. The PC's will be utilised for additional purposes e.g. receipting, emails.
- 10.5 POS (Point of Sale) terminals can be PC based or other POS terminals that comply with the hardware and software requirements. These terminals must be submitted for approval by the.
- 10.6 Encryption cards and security modules must be centralised in the hosted master server to ensure the security of the system.
- 10.7 All servers must have the necessary redundancy. The necessary backup facilities will also be provided. The tenderer must provide an offsite backup server for disaster recovery purposes.

## **11. System Software**

- 11.1 The tenderer must provide and install the necessary software and operating systems needed to operate the vending system and must maintain and upgrade the software during the contract period.
- 11.2 All workstations to be provided with the latest Microsoft Office package.
- 11.3 Ownership of all PC based software will revert to the Molemole Municipality at the end of the initial contract period or in the event of contract breach. There will be no cost imposition.

- 11.4 The tenderer must be responsible for the migration from the current system to the new system.
- 11.5 The tenderer must be responsible for all licensing and upgrade cost during the contract period.
- 11.6 The tenderer must be responsible for the exporting/transferring of all data in a specified format in the event that there should change to new software at the end of the contract period.
- 11.7 Should migration be necessary on the onset or during commissioning of the system, all cost is for the tenderer.
- 11.8 The tenderer must provide training on all elements of the system for all the different user groups and vendors.
- 11.9 The tenderer must provide on-site support and a 24 x 7 x 365 comprehensive support service and help desk for the contract period.

## **12. Arrears Recovery**

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

## **13. Data Ownership**

- 13.1 All the information on consumers and related info in the databases will remain the property of the at all times and will not be disclosed as a whole or in part to any third party without the express permission of the.
- 13.2 Any data archived and warehoused on behalf of the Municipality must be accessible at any time special needed by auditors.

## **14. System Costs**

- 14.1 The method of payment will be a monthly fee based on the number of active prepayment meters on the system, depending on some sort of service level agreement.
- 14.2 A service level agreement will be entered into by the and the tenderer for a period of 3 years and must clearly stipulate issues like:

- Hardware and software upgrade and ownership conditions
- Communication up- and downtimes and reliability
- Level of support and response times
- Training
- Performance levels and penalties
- Data ownership additions
- Exit and termination conditions
- Insurance of Hardware, software and communications

14.3 The tenderer must list the following components and give a detail specification thereof in order to enable a fair comparison of tenders offered:

- Hardware
- Software
- Communication
- Support
- Training

## **SECTION B: VENDOR MANAGEMENT**

### **1. Scope**

Management of contracted 3<sup>rd</sup> party vendors on behalf of the municipality.

### **2. Vendor Management**

The tenderer must be responsible for the following:

- 2.1 Setting up guidelines for appointing and contracting with existing and prospective vendors and compiling of agreement/contracts. The guidelines and agreement to be approved by the.
- 2.2 Advertising and information meetings with prospective and existing vendors.
- 2.3 Appointment of vendors and signing of contracts. The will determine the quantity of vendors per location as required.
- 2.4 Providing all the necessary hardware, software and communications equipment needed for the vendor to operate.
- 2.5 Providing training as and when necessary for the vendor or his appointed operators in order to operate the equipment and relevant software.
- 2.6 Providing the necessary consumables, e.g. Paper, printer carriage, etc.
- 2.7 Providing the routine and necessary maintenance, repair and servicing as is required to maintain the equipment.
- 2.8 Collection of all revenue from vendors as per agreement

- 2.9 Insurance against revenue loss.
- 2.10 Providing the necessary security measures for collecting the revenue if required.
- 2.11 To reconcile the revenue received from the vendors on a daily basis and provide the necessary credit to the vendor to continue vending.
- 2.12 Payment of any commissions owed to vendors.
- 2.13 Payment of revenue received (Prepaid & Auxiliary separately) directly in the municipalities account at predetermined times together with a reconciliation of said revenue.
- 2.14 Providing daily, weekly and monthly reports as required by the.
- 2.15 Provide audit reports if required.
- 2.16 Vendor's commission payable to the successful tenderer will be included in the monthly fee of price per meter.
- 2.17 All existing handhelds terminals that are not compatible with the proposed vending and management system must be replaced on the cost of the successful tenderer.

### **3. Support Services**

The tenderer must be responsible for the following:

- 3.1 Providing the necessary admin and support staff to administer the vendors. The staff will be on-site and situated in Worcester.
- 3.2 Provide the office space to house the staff.
- 3.3 Provide a 24 x 7 x 365 support service for vendors.
- 3.4 The tenderer may subcontract this service to a third party.

### **4. System Costs**

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

The Molemole Municipality and the tenderer will enter into a service level agreement for a period of 3 years.



## PART C1 PRICING DATA

### C1.1 GENERAL PRICING INSTRUCTIONS

2. Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.
3. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.
4. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Company submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the **supply, installation and management of a STS compliant prepayment electricity vending solution for the period of 36 months**, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the stated rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single stated sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The stated rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only

Amount : The quantity of an item multiplied by the bid rate of the (same) item. Should be quoted in ZAR currency only

Sum : An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units. Should be quoted in ZAR currency only

10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

No = No

% = Percentage

Prov Sum = Provisional Sum



## PART C1.2 Pricing Structure

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

Description	Prices in a form of rands ( R )
Section A – Vending System	
Section B – Vendor Management	
Price exclusive of VAT	
VAT@15%	
Price inclusive of VAT	

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

Commencement and Completion Dates per Section	Commencement Date	Completion Date
Section A		
Section B		

### Prices quoted inclusive of COVID-19 related legislative protocols.

Tenderers must note that all costs should be considered during pricing of this project, the municipality will not consider any increases in prices once the project is awarded. Any further costs associated with the project and is found outside the scope will not be considered.



**SUPPLY, INSTALLATION AND MANAGEMENT OF A STS COMPLIANT  
PREPAYMENT ELECTRICITY VENDING SOLUTION FOR THE PERIOD  
OF 36 MONTHS.**

**PART C2 AGREEMENT AND CONTRACT DATA**

C2.1 FORM OF OFFER AND ACCEPTANCE

C2.2 CONTRACT DATA

**C1.1 FORM OF OFFER AND ACCEPTANCE [COMPULSORY]**

**FORM OF OFFER AND ACCEPTANCE (AGREEMENT)**

**1. OFFER BY THE BIDDING COMPANY**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **Supply, installation and management of a STS compliant prepayment electricity vending solution for the period of 36 months.**

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor 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 BID PRICE INCLUSIVE OF VALUE ADDED TAX**

**IN WORDS:**

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**(IN FIGURES), R**

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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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR AND ON BEHALF ON THE BIDDER [PLEASE SIGN]:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_ Capacity \_\_\_\_\_

(Bidding Company Name) \_\_\_\_\_

Name of Witness \_\_\_\_\_

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

**2. ACCEPTANCE**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

- Part C1 Pricing Data
- Part C2 Agreements and Contract Data, (which includes this Agreement)
- Part C3 Scope of Work

AND Documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE EMPLOYER: MOLEMOLE LOCAL MUNICIPALITY [TO BE SIGNED BY MUNICIPAL MANAGER]**

Signature(s) \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**2. SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]**

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

**1 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE BIDDER [PLEASE SIGN]:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

(Bidder's Name) \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_

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

**FOR THE EMPLOYER: MOLEMOLE LOCAL MUNICIPALITY [PLEASE SIGN]**

Signature(s) \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_