

TENDER DOCUMENT



TSWELOPELE
LOCAL MUNICIPALITY
A MUNICIPALITY IN PROGRESS

Project Name	Project Number
APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY OF ELECTRICITY PRE-PAID VENDING SYSTEM AND AMR SYSTEM FOR BULK METERS. AT THE TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS.	SCM/TSW/06/2025-2026

Contact: Mr. T Matyesini / Mr. SG Tsoleli

Tel: (051) 8531111

Fax: (051)8531332 (during office hours)

Name of the Bidder.....

Amount (vat inclusive)

Address.....

.....

.....

Contact Number.....

E-mail Address.....

Closing date: 23 October 2025 at 12H00

Initial here: _____

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, TSWELOPELE LOCAL MUNICIPALITY.
 - b. BID, TENDER AND VARIATIONS THEREOF
 - c. JOINT VENTURE / CONSORTIUM
 - d. TENDERER, BIDDER, CONTRACTOR

1. FULL DESCRIPTION OF THE TENDER

APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY OF ELECTRICITY PRE-PAID VENDING SYSTEM AND AMR SYSTEM FOR BULK METERS. AT THE TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS..

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE

2. RULES FOR BIDDING

- 2.1 The municipality is not bound to accept any of the proposals submitted and reserves the right to call for presentations from short-listed bidders before final selection,
- 2.2 Documents submitted by bidders will not be returned. The municipality reserves the right to return late bid submission unopened,

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- 2.3 The municipality reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, at any stage of completion should the municipality decide not to proceed with the bid,
- 2.4 The service provider must be a single legal entity with all other necessary expertise secured via sub-contract, or under a joint venture arrangement.
- 2.5 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,
- 2.6 Bidders may ask for clarification on these bid documents or any part thereof up to close of business week before the deadline for the submission of the bids,
- 2.7 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,
- 2.8 Payment of services will be done on 30 days basis upon receipt of Invoices.
- 2.9 **Bidders must have existing resources to be able to provide the service.**
- 2.10 Should the contract between the municipality and the service provider be terminated by either party due to reasons not attributable to the service provider, the service provider will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee bid by the service provider for the appropriate phase of the project during which the appointment was terminated,
- 2.11 Bidders should not scratch out without initialling next to the amended rates or information, affecting the evaluation of the bid,
- 2.12 The Bid document must be properly signed by a party having the authority to do so, according to the example of "Authority or Signatory",
- 2.13 Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached (Invoice/statement from the Lessor), lease agreement alone will not be accepted,
- 2.14 Bidders will be disqualified if 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,

- 2.15 The Accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
- 2.15.1 Who is in the service of the state, or;
 - 2.15.2 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;
 - 2.15.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?
- 2.16 Failure to provide **an accreditation and Membership of at-least one relevant body, letter of good standing with SARS and inability to prove that the Municipal rates and taxes are not in arrears for more than 90 days as required in the bid documentation will lead to bidder not being advanced to the next stage of evaluation.**
- 2.17 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,
- 2.18 **All functionality and all other returnables will be exposed to verification process, and any returnable proven to be a fake document, the bidders document will be rejected o subjected to disqualification.**
- 2.26 The municipality is not liable for any documents delivered via courier companies and by post. No official is going to sign the receipt of the tender document,
- 2.27 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number,
- 2.28 Fully completed and signed tender documents must be deposited into the tender box located at: 01 Bosman Street, Civic Centre, Bultfontein, 9670. The sealed envelope must specify the following:
- 2.28.1 Bid number
 - 2.28.2 Closing Date and time
 - 2.28.3 The name and address of the tenderer
- 2.29 The service provider must ensure that all staff working under this contract are adequately trained prior to the commencement of the contract.
- 2.30. The Municipality has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.

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T1.1 BID NOTICE AND INVITATION TO BID

SCM/TSW/06/2025-2026: APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY OF ELECTRICITY PRE-PAID VENDING SYSTEM AND AMR SYSTEM FOR BULK METERS. AT THE TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS..

Tswelopele Local Municipality hereby invites suitably qualified Bidder for the APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY OF ELECTRICITY PRE-PAID VENDING SYSTEM AND AMR SYSTEM FOR BULK METERS. AT THE TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS..

Bids marked for the attention of the Municipal Manager must be submitted in a sealed envelope marked **“SCM/TSW/06/2025-2026: APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY OF ELECTRICITY PRE-PAID VENDING SYSTEM AND AMR SYSTEM FOR BULK METERS. AT THE TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS..** must be deposited in the tender box located at Tswelopele Local Municipality no later than **23 October 2025 at 12H00.**

Tswelopele Local Municipality Offices; No. 1 Bosman Street; Civic Centre, Bultfontein; 9670.

Tender documents are available from Tswelopele Local Municipality Website www.tswelopele.gov.za and www.etenderportal.gov.za from the 23 September 2025.

The tenders will be evaluated and adjudicated in line with the approved Supply Chain Management Policy of Tswelopele Local Municipality using 80/20 preference point system in accordance with the Preferential Procurement Policy Framework Act.

The tenders will also be adjudicated and evaluated using: Stage 1 - Returnables, State 2 – Functionality, Stage 3 Price (80) and Specified Goals (20) - (Race, Gender, Disability and Youth)

There is no site briefing for the tender.

Tenders which are late or submitted by facsimile or electronically will not be accepted. Prices quoted must be valid for 90 days from closing date of this tender. The municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender either wholly or a part thereof or to disclose reasons for their decision.

Enquiries can be directed to SCM Unit at (051) 853 1111 during office hours.

SS Rabanye
Acting Municipal Manager
TSWELOPELE LOCAL MUNICIPALITY
01 BOSMAN STREET
CIVIC CENTRE
BULTFONTEIN
9670

Initial here: _____

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	SCM/TSW/06/2025-2026	CLOSING DATE:	23 October 2025	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY OF ELECTRICITY PRE-PAID VENDING SYSTEM AND AMR SYSTEM FOR BULK METERS. AT THE TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS..				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
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**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Initial here: _____

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.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager Tswelopele Local Municipality 01 Bosman Street Civic Centre Bultfontein 9670
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.7 CLARIFICATION MEETING	<i>NONE</i>
F.2.12 ALTERNATIVE TENDER OFFERS	<i>No alternative bid is to be accepted!</i>
F.2.13.2 SUBMITTING A TENDER OFFER	The <u>whole original</u> bid document, as issued by the Municipality , shall be submitted. Bids may only be submitted on the Bid documentation issued by the municipality
F.2.14 CLOSING TIME	The closing time for submission of bid offers is: Date: 23 October 2025 Time: 12H00 Telephonic, telegraphic, facsimile or e-mailed bid offers will not be accepted.
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 10 days to respond to the service offer.

Clause number	Data
F.1.9 INSPECTIONS, TESTS AND ANALYSIS	Access should be provided to the municipality for the inspection of the tenderer's offices if required.

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F.1.10 CERTIFICATES AND ATTACHMENTS	The bidder is required to attach the following Valid documents to the tender document: - Proof of registration on Central Supplier Database [Last verified between the date of advert and the closing date] detailing all compliance requirements of the Bidder; - SARS Pin to be attached – the Municipality will be verifying the tax status of the bidder on evaluation before the award. - Evidence (invoice/account statement) that the municipal rates and taxes or municipal charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached (Invoice/statement from Lessor), lease agreement alone will not be accepted, - Proof of registration with relevant body. PASA and SARPA Certificates - Submit the above documents (a to d) for each company if bidding as a joint venture - Joint venture, consortium agreements (if applicable). Note: Failure to attach the above documents will lead to automatic disqualification from further evaluation
F.1.11 OPENING OF BID SUBMISSIONS	There will be public opening of bids. The Municipality will publicise the tender opening register on the website: www.tswelopele.gov.za after the closing date.
F.1.12 TWO-ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
F.1.12 ARITHMETICAL ERRORS	- Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. - 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> - 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
Clause number	Data

Initial here: _____

	prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals. Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.
F.1.13 EVALUATION OF BID OFFERS	The preference procedure for evaluation of responsive bid offers shall be the 80/20-point preference system. - where 80 points will be allocated in respect of price - 20 points will be allocated towards specific goals - Note: All bids will be evaluated firstly on returnable compliance and functionality before the evaluation on 80/20-point system Evaluation will take place as follows Stage 1: Returnable schedule Stage 2: Functionality Stage 3: Calculation of specified Goals (Race, gender, Youth and Disability).
F.1.14 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions shall not be considered and shall automatically be rejected. Administrative and arithmetic errors will be dealt with as documented in F.2.11 and F.3.9
F.1.15 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by Tswelopele Municipality is one.
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	The additional conditions of bid are: 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. 2 <i>The Municipal shall confirm validity of all functionality documents attached with relevant person indicated, we may require Previous Purchase Orders or previous payments from the reference contact person indicated in the returnable claiming functionality points. It will take 3 attempts for the Municipality to do so if the committee fails to confirm the validity of the returnable from the reference contact person such returnable will not be awarded a point.</i> 3 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. 4 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity for all the regions as specified in the tender document. 5 The bid document shall be submitted as a whole and not in parts. 6 List of returnable documents (PART T2) must be completed in full. (i.e.: A bidder's company profile will not be used by the TLM to complete PART T2 on behalf of the bidder) NB: If PART T2 is not completed in full by the bidder, the offer will be rejected. .

	7 Brief company profile, as relevant to the above-mentioned terms of reference. • Experience in the relevant areas. • Clientele. • A proposal should include the methodology to deliver and meet the deadline for delivery. • Confirmation that the proposed team members will in fact be available to undertake this exercise at the appropriate time and meet the necessary deadlines. • The proposal should contain a work plan, showing tasks, timelines etc. • Contact details of at least three references from amongst recent clients with whom similar work has been conducted. • Certificate of incorporation / legal status. ○ Company registration documents ○ Certified copy of director's identity documents
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F.1 General

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

Initial here: _____

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.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.

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.

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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 during the contract term.

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 inclusive of applicable projected escalation as provided for in the conditions of contract identified in the contract data and not subject to any further adjustment; payable on a monthly basis.

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

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 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.

Initial here: _____

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.2.16.3 The contract will be valid for a period determined in appointment letter.

It would be expected of the successful Service Provider to assume duty upon appointment on the date to be determined by the municipality.

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).

Initial here: _____

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.

Initial here: _____

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 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 advice 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. Detrimentally 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.

Initial here: _____

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

- a. 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.
- b. 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:

Initial here: _____

- **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.

3. List of attachments required for Evaluation Purposes

- a. Proof of registration on Central Supplier Database [Last verified between the **date of advert** and the **closing date**] detailing all compliance requirements of the bidder;
- b. SARS Pin must accompany the tender document
- c. Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached (invoice/statement from the Lessor), lease agreement alone will not be accepted,
- d. Proof of registration with relevant body. PASA and SARPA Certificates
- e. Submit the above documents (a to d) for each company if bidding as a joint venture
- f. Joint venture, consortium agreements (if applicable).

APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY OF ELECTRICITY PRE-PAID VENDING SYSTEM AND AMR SYSTEM FOR BULK METERS. AT THE TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS.

3. EVALUATION METHODOLOGY

Stages of Evaluation

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

Ps = Points

Stage 1: Evaluation on functionality

Under functionality, Bidders must achieve a minimum of 70 Points of the total points (rounded to the nearest decimal point) for functionality (quality of service) in order to be considered for further evaluation in stage 2 (Evaluation on Price and Specified Goals).

Criteria	Applicable values
Company Experience: Past projects	40 Points
Previous experience and expertise with regards to similar work done. Provide 1-4 appointment letters/purchase order and relevant reference letters/testimonial. The reference letters should include the following: Name of client, Period for which the contract was awarded, The value of each contract Contact person and details of clients NB: Bidders must be aware that the municipality will contact these institutions for verification or require the physical images of such.	1 - 3 x Purchase Orders/ Appointment Letters and Reference letters = 20 Points 3 - 4 x Purchase orders/ Appointment Letters and Reference letters = 30 Points 5 and more x Purchase Orders/ Appointment Letters and Reference letters = 40 Points.
Key personnel experience: CV and Qualification	30 Points
- Vending Manager Qualification: NQF 7: Information System Experience: 5 years' experience in vending and 3rd party vending. - Project Manager Qualification: relevant qualification in Project Management Experience: 5 years' experience in municipal related project. - Technical Specialist Qualification: Minimum NQF 6 (N. Diploma: Electrical Engineering: Heavy Current or equivalent) Experience: minimum 5 years' experience in metering services.	Vending Manager ➤ Qualification = 5 Points ➤ Experience = 5 Points Project Manager ➤ Qualification = 5 Points ➤ Experience = 5 Points Technical Specialist ➤ Qualification = 5 Points ➤ Experience = 5 Points
Project Implementation plan or Methodology approach	30 Points
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	Detailed plan meeting all criteria = 30 points No plan/not meeting criteria = 0 points

Initial here: _____

functionality required for MSCOA and Solar integration compliance.	
Total functionality Score	100 Points

Failure to submit all valid/credible documents will result in the bidder not being further evaluated.

Stage 2: Evaluation on Price and specified Goals 80/20

2.1 Financial offer and evaluation on price points

- Score Bid evaluation points for financial offer.
- Confirm that Bidders are eligible for the Specific Goals claimed, and if so, score Bid evaluation points for specific Goals.
- Calculate total Bid evaluation points (Price points plus specified goals 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 Specific goals Points
- However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific Goals, 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.

2.2 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.

2.3 Scoring for Specific Goals

Initial here: _____

Initial here: _____

Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or below R50 million.

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race:

Black-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100%Black-owned enterprise	8	3	CSD Report and ID Copy
41-50% Black-owned enterprise	6	2	CSD Report and ID Copy
31-40%Black-owned enterprise	4	1	CSD Report and ID Copy
21-30% Black-owned enterprise	2	0	CSD Report and ID Copy
0-20% Black-owned enterprise	1	0	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender:

Women-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Women-owned enterprise	4	3	CSD Report and ID Copy
31-50% Women-owned enterprise	3	1	CSD Report and ID Copy
11-30% Women-owned enterprise	2	1	CSD Report and ID Copy
1-10% Women-owned enterprise	1	1	CSD Report and ID Copy

Initial here: _____

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability:

Disability-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Disabled-owned enterprise	4	2	ID Copy, CSD Report and medical certificate
31-50% Disabled-owned enterprise	3	1	ID Copy, CSD Report and medical certificate
11-30% Disabled-owned enterprise	2	1	ID Copy, CSD Report and medical certificate
1-10% Disabled-owned enterprise	1	0	ID Copy, CSD Report and medical certificate

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of youth:

Youth-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Youth-owned enterprise	4	2	CSD Report and ID Copy
31-50% Youth-owned enterprise	3	1	CSD Report and ID Copy
11-30% Youth-owned enterprise	2	1	CSD Report and ID Copy
1-10% Youth-owned enterprise	0	0	CSD Report and ID Copy

Initial here: _____

PART 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: SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT

FORM 2.1.2: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.3: PROPOSED KEY PERSONNEL

FORM 2.1.4: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.5: AUTHORITY FOR SIGNATORY

FORM 2.1.6: SCHEDULE OF PROPOSED SUB-CONTRACTORS

FORM 2.1.7: FINANCIAL REFERENCES

FORM 2.1.8 DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.9 AMENDMENTS & QUALIFICATIONS BY BIDDER

FORM 2.1 SCHEDULE OF EQUIPMENTS REQUIRED FOR THE CONTRACT

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 _____

Physical facilities: Provide information on Company offices/Premises

Description	Address	Area (m ²)

List current contracts and obligations [maximum]:

Description	Location	Value (R)	Start date	Expected completion date

FORM 2.1.2 PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	INITIALS & SURNAME	HIGHEST QUALIFICATION	EXPERIENCE [NO OF YEARS]
<u>HEADQUARTERS</u> Partner/director			
Project Manager (s)			

FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

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

Give 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, FAX NO, EMAIL	DESCRIPTION OF WORK	CONTRACT VALUE (R)	CONTRACT PERIOD

--	--	--	--	--

FORM 2.1.4
AUTHORITY FOR SIGNATORY

All signatories, including sole proprietors, shall confirm their authority by attaching to this bid a duly signed and dated original or certified copy of the relevant resolution of their members or their board of directors, as the case may be.

FORM 2.1.5
SCHEDULE OF PROPOSED SUB-CONTRACTORS (PLEASE WRITE N/A IF NO SUBCONTRACTOR WILL BE USED)

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

Type of work to be used for	a % of contract	Name of subcontractor	b % HDI ownership	c = a x b Total contribution to HDI ownership
Total % of contract subcontracted		Total contribution of HDI ownership:		

FORM 2.1.6 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:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
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 2.1.7 DETAILS OF ALTERNATIVE BIDS SUBMITTED

See condition of bid.

DESCRIPTION	

FORM 2.1.8 AMENDMENTS AND QUALIFICATIONS BY BIDDER

See condition of bid

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

PAGE	DESCRIPTION

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 CERTIFICATION

FORM 2.2.4 MBD 9

FORM 2.2.1 DECLARATION:

I/ We, the undersigned:

- (a) Bid to provide service TO SUPPLY OF ELECTRICITY PRE-PAID VENDING SYSTEM AND AMR SYSTEM FOR BULK METERS. AT THE TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEAR;
- (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 Tswelopele 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 TLM 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 TLM that the claims are correct. If the claims are found to be inflated, TLM 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 TLM as a result of the award of the contract and/or cancel the contract and claim any damages which TLM 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 bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; 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.

Signed at _____ on this _____ day of _____ 20 _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

Sign 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** _____

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 _____

□ 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 within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

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, principal shareholders or stakeholders in service of the state? YES / NO

If yes, furnish particulars _____

FORM 2.2.3 CERTIFICATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT
THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.
THAT ANY MISREPRESENTATION OF
INFORMATION MAY LEAD TO IMMEDIATE CANCELLATION OF THE AGREEMENT.

**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

Company Name

Position

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) ~~The applicable preference point system for this tender is the 90/10 preference point system.~~
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) ~~Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.~~

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals

are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20**or****90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

MBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM 2.2.4 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- a) This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by: TSWELOPELE LOCAL MUNICIPALITY
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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

Signature

Date

Company Name

Position



TSWELOPELE
LOCAL MUNICIPALITY
A MUNICIPALITY IN PROGRESS

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

FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS

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		

Attach additional pages if more space is required.

Signature of Authorized person: _____ Date: _____

Name of authorized person: _____ Position: _____

PART C1 PRICING DATA

C1.1 PRICING INSTRUCTIONS

C1.2 SCOPE OF WORKS AND PROJECT LOCATION

C1.3 BILL OF QUANTITIES

C1.4 PRICING STRUCTURE

C1.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

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.

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.

- 3 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 Unless stated to the contrary, items are measured net in accordance with the sites without any allowance having been made for waste.
- 5 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 provision of Security services in identified sites, 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 bidder's 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

C1.2 SCOPE OF WORKS AND PROJECT LOCATION

SECTION A: VENDING SYSTEM

1. Background

The Tswelopele Local 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.

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 Munsoft 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 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 Tswelopele Local 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 Tswelopele Local 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 Tswelopele Local 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 Tswelopele Local 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 Tswelopele Local Municipality. 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 basic electricity .

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 Tswelopele Local 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 Tswelopele Local 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 3rd 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 Tswelopele Local Municipality and the tenderer will enter into a service level agreement for a period of 3 years.

- 1.1. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Employer under the contract, including compliance with all its terms and conditions according to

their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

C1.3 Bill of Quantities

Fixed Cost (Inclusive of VAT)

Item	Unit of Measure	Rates (VAT Inclusive)
System Set-up and training	Rand (R)	
Data Migration	Rand (R)	
License/Usage Fee (unlimited users	Rand (R)	
Back-up Vending Disaster Management, including reports	Rand (R)	

Vending Transaction Fee (Inclusive of VAT)

Item	Unit of Measure	Rates (VAT Inclusive)
Prepaid token sales per transaction	Percentage (%)	
Revenue collection per transaction	Percentage (%)	

AMR Remote Readings

Item No.	Description	Unit Measure	Estim ated Quan tity	Price per Unit Excl Vat	Vat	Price per unit Incl Vat	Total Ex cl Vat	Vat	Total Incl vat
1	DATA RETRIEVAL NETWORK						Unit Rate x Estim ated Quanti ty	Unit Rate x Estimated Quantity	Unit Rate x Estimated Quantity
1.1	Monthly Communication Network	each	56						
Subtotal 1									
Item No.	Description	Unit Measure	Estimat ed	Price per Unit Excl	Vat	Price per unit Incl	Total Ex	Vat	Total Incl vat

			Quantity	Vat		Vat	cl Vat		
2	MUNICIPAL TARIFFS						Unit Rate x Estimated Quantity	Unit Rate x Estimated Quantity	Unit Rate x Estimated Quantity
2.1	Configuration of consumers tariffs	each	56						
2.2	Yearly Implementation of Municipal Tariffs on Hosted software	each	3						
2.3	Change of tariff associated with a specific meter	each	56						
2.4	Municipal tariff analysis (tariff companions) outcome, Customer impact recommendation way forward etc.								
Subtotal 2									
Item No.	Description	Unit Measure	Estimated Quantity	Price per Unit Excl Vat	Vat	Price per unit Incl Vat	Total Excl Vat	Vat	Total Incl vat
3	DATA						Unit Rate x Estimated Quantity	Unit Rate x Estimated Quantity	Unit Rate x Estimated Quantity
3.1	Monthly Cost for meter	each	56						
3.2	Ad Hoc Meter reading	R/hr							

3.3	Upload Existing Municipal metering data to the system	each	56						
3.4	Export / migrate the data to any other approved system at the end of the contract	each	56						
Subtotal 3									
4	MASTER STATION								
4.1	Basis Changes for setup of AMR system	each	1						
4.2	Configuration of consumers	each	150						
4.3	Setup of user & Administrative accounts on the system	each	5						
4.4	Disaster recovery plan to be submitted to the Municipality approval	sum	1						
Subtotal 4									
5.	DATA REPORTING								
5.1	Monthly metering reading for bill data	each	56						
5.2	Send summary of Billing data to finance department monthly	each	56						

5.3	Monthly meter reading status report	each	1						
5.4	Monthly Exception report	each	1						
5.5	Monitoring and notification of meter data for exceedance of limitation and thresholds.	each	150						
5.6	Export data to xls or csv format	each	56						
5.7	Ad Hoc Report (any of the above)	R/hr	25						
Subtotal							5		
6.	Professional Services	R/hr							
6.6.1	Senior Developer	R/hr	1						
6.6.2	Junior Developer	R/hr	1						
6.6.3	Business Analyst	R/hr	1						

6.6.4	Project Manager	R/hr	1						
Subtotal 6									
Item No.	Description	Unit Measure	Estimated Quantity	Price per Unit Excl Vat	Vat	Price per unit Incl Vat	Total Excl Vat	Vat	Total Incl vat
7	TRAINING						Unit Rate x Estimated Quantity	Unit Rate x Estimated Quantity	Unit Rate x Estimated Quantity
7.2	Complete training for programming of all CT Metering	R/person/day	3						
7.3	Complete training for auditing of Bulk Meters in accordance with relevant NRS standards	R/person/day	3						
7.4	Training of installers	R/person/day	3						
Subtotal 7									

C1.4 Pricing Structure

8 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.

9 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

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.

10 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.

11 Unless stated to the contrary, items are measured net in accordance with the sites without any allowance having been made for waste.

12 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.

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.

CALCULATION OF TOTAL COST		
COST	VAT (if registered for VAT)	TOTAL COSTS

PART C3 AGREEMENT AND CONTRACT DATA [WHITE]

C3.1 FORM OF OFFER AND ACCEPTANCE

C3.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)

C3.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

C3.1 FORM OF OFFER AND ACCEPTANCE [THIS SECTION MUST BE COMPLETED AFTER APPOINTMENT]

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

1. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY OF ELECTRICITY PRE-PAID VENDING SYSTEM AND AMR SYSTEM FOR BULK METERS. AT THE TSWELOPELE LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS..

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 OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS FOR DURATION OF THE CONTRACT.

Rand (in words);

R _____ (in figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the 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 THE BIDDER:

Signature(s) _____

Name(s) _____

Capacity _____

Company Name _____

Name of Witness _____

Signature _____

Date: _____

4. 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 Scope of Work

Part C3 Agreements and Contract Data, (which includes this Agreement)

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: TSWELOPELE LOCAL MUNICIPALITY

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

2. SCHEDULE OF DEVIATIONS

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 _____

5 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:

Signature(s) _____

Name(s) _____

Capacity _____

(Bidder's Name) _____

Name of Witness _____

Signature _____

Date: _____

FOR THE EMPLOYER: TSWELOPELE LOCAL MUNICIPALITY

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

C3.2 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)

THIS AGREEMENT made at _____

On this the _____ day of _____ 20_____

Between **TSWELOPELE LOCAL MUNICIPALITY** (hereinafter called "the

Employer") herein represented by _____

In his/her capacity as _____

And

(Hereinafter called "the Mandatory") of the other part, herein represented by

In his/her capacity as _____

WHEREAS the Employer is desirous that certain works be undertaken as per this contract:

and has accepted a Bid by the Mandatory for the provision of such services and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's representative requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued
 - (b) the date of termination of the Contract

- 3 The Mandatory declares himself/herself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 3 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 4 The Mandatory warrants that all his/her and his/her subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 5 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.
- 6 In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

SIGNATURE _____ DATE _____

DESIGNATION _____ DATE _____

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

SIGNATURE _____ DATE _____

DESIGNATION _____ DATE _____

C3.3 CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on

_____ 20_____,

Mr/Ms

_____ whose signature

Appears below, has been duly authorised to sign the AGREEMENT in terms of THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS SIGNATURE _____

NAME _____

(IN CAPITALS)

N.B. MAKE SURE YOU INDEX ALL THE ATTACHMENTS FOR EASE OF IDENTIFICATION

....THE END.....