BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 116/24 SUPPLY INSTALLATION AND MANAGEMENT OF AN STS6 EDITION 2 COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM PERIOD: 1 DECEMBER TO 30 JUNE 2027

TENDER NUMBER:	**B/SM 116/24**
DESCRIPTION:	**SUPPLY, INSTALLATION AND MANAGEMENT OF AN STS6 EDITION 2 COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM PERIOD: 1 DECEMBER 2024 TO 30 JUNE 2027**
CLOSING DATE:	**02 September 2024**
CLOSING TIME:	12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

INFORMATION:
Tender Specifications: Victor Dyusha at 021 808 8334 : e-mail: Victor.Dyusha@stellenbosch.gov.za
SCM Requirements: Jeanette Williams at 021 8088524: e-mail**:** Jeanette.Williams@Stellenbosch.gov.za.

Office hours for collection; 08h00-15h30

A Compulsory Virtual Teams meeting will be held on **16 August 2024 at 10:00.** You are hereby requested to provide contact details which must include the contact person attending, company name you presenting, email address and cell phone number to Victor Dyusha at Victor.dyusha@stellenbosch.gov.za clearly referring to the tender number on **14 August 2024** at 1**0:00** (two (2) days) prior to the meeting. Tenderers who fail to provide their contact details for the virtual meeting, will be regarded as non-compliant.

Tenders may only be submitted on the Tender document issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest bid or any of the tenders that has been submitted.

Sealed Tenders, with **"B/SM 116/24 SUPPLY INSTALLATION AND MANAGEMENT OF AN STS6 EDITION 2 COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM PERIOD: 1 DECEMBER 2024 TO 30 JUNE 2027,"** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

NOTE: This tender will be evaluated in terms of the General Conditions of Contract**,** Supply Chain Management Policy and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows:**80/20** in terms of the approved policy.

Price	**80**
B-BBEE status level of contribution	**20**
Total points for Price and B-BBEE	**100**

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering.
2. Relevant terms of reference.
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality.
4. No award will be made to tenderers whose tax status is non-compliant.
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid.

*Tender documents, in English, are available free of charge on the website: www.stellenbosch.gov.za. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fe**e of R380.00 per document.***

Note: The municipality will never contact you to pay money in exchange for the award of a tender.

G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 34/24 : VOORSIENING, INSTALLASIE EN BESTUUR VAN 'N VOORUITBETAALDE ELEKTRISITEIT VERKOOPSTELSEL WAT VOLDOEN AAN DIE STS6 UITGAWE 2 VIR DIE TYDPERK: 1 DESEMBER 2024 TOT 30 JUNIE 2027

TENDER NOMMER:	**B/SM 116/24**
BESKRYWING:	**VOORSIENING, INSTALLASIE EN BESTUUR VAN 'N VOORUITBETAALDE ELEKTRISITEIT VERKOOPSTELSEL WAT VOLDOEN AAN DIE STS6 UITGAWE 2 VIR DIE TYDPERK: 1 DESEMBER 2024 TOT 30 JUNIE 2027**
SLUITINGSDATUM:	**02 September 2024**
TYD VAN SLUITING:	**12h00.** Tenders sal oopgemaak word in die **Raadsaal** of in die **Voorsieningskanaalbestuurs Raadsaal**.

NAVRAE:

Tender spesifikasies:	Victor Dyusha by 021 808 8334; e-pos: Victor.Dyusha@stellenbosch.gov.za
Vkb vereistes:	Jeanette Williams by 021 808 8524; e-pos : Jeanette.Williams@stellenbosch.gov.za
Kantoor Ure:	08h00-15h30

'n Verpligte Virtuele spanne-vergadering word op **16 Augustus 2024 om 10:00** gehou. U word hiermee versoek om kontakbesonderhede, van die kontakpersoon wat bywoon, die naam van u onderneming, e-posadres en selfoonnommer aan Victor Dyusha by Victor.dyusha@stellenbosch.gov.za te verstrek, met verwysing na die tendernommer op **14 Augustus 2024 om 10:00** (twee (2) dae) voor die vergadering. Tenderaars wat nie hul kontakbesonderhede vir die virtuele vergadering verstrek nie, sal as nie-nakomend.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180 dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëlde tenders duidelik gemerk: **"B/SM 116/24 : VOORSIENING, INSTALLASIE EN BESTUUR VAN 'N VOORUITBETAALDE ELEKTRISITEIT VERKOOPSTELSEL WAT VOLDOEN AAN DIE STS6 UITGAWE 2 VIR DIE TYDPERK: 1 DESEMBER 2024 TOT 30 JUNIE 2027"** op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit ,Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch **Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.**

Die voorkeurpunte stelsel is soos volg gebaseer: **80/20** in terme van die goedgekeurde beleid:

Prys	**80**
BBSEB status	**20**
Totale punte vir prys en B-BSEB	**100**

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

*Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van **R380.00 per dokument.** Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)
MUNISIPALE BESTUURDER

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V7 – 16/01/2023

TENDER NO.: B/SM 116/24

SUPPLY INSTALLATION AND MANAGEMENT OF AN STS6 EDITION 2 COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM PERIOD: 1 DECEMBER 2024 TO 30 JUNE 2027

PROCUREMENT DOCUMENT

NAME OF TENDERER:		
Total Bid Price (Inclusive of VAT) ***(refer to page 92)*:**		
BBBEE LEVEL		
CLAIM POINTS FOR	**LOCALITY**	**N/A**

DATE: August 2024

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:

Victor Dyusha

Manager: Metering, Loss Control & Dwarsriver

Tel. Number: 021 808 8334

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1. TENDER NOTICE & INVITATION TO TENDER

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STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 116/24 SUPPLY INSTALLATION AND MANAGEMENT OF AN STS6 EDITION 2 COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM PERIOD: 1 DECEMBER TO 30 JUNE 2027

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G Mettler (Ms)
MUNICIPAL MANAGER

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TENDER KENNISGEWING

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Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)
MUNISIPALE BESTUURDER

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**BSM 116/24**	CLOSING DATE:	**02 September 2024**	CLOSING TIME:	**12:00**
DESCRIPTION	**SUPPLY, INSTALLATION AND MANAGEMENT OF AN STS6 EDITION 2 COMPLIANT PREPAYMENT ELECTRICITY VENDING SYSTEM PERIOD: 1 DECEMEBER 2024 TO 30 JUNE 2027**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		**2.** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			**4. TOTAL BID PRICE**	**R**	
5. SIGNATURE OF BIDDER	……		**6. DATE**		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	**FINANCE: SCM**	CONTACT PERSON	**Victor Dyusha**
CONTACT PERSON	**Jeanette Williams**	TELEPHONE NUMBER	**021 808 8334**
TELEPHONE NUMBER	**021 808 8524**	FACSIMILE NUMBER	**-**
FACSIMILE NUMBER	**-**	E-MAIL ADDRESS	**Victor.dyusha@stellenbosch.gov.za**
E-MAIL ADDRESS	**Jeanette.Williams@stellenbosch.gov.za**		

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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, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY,THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ 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

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

……

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……

DATE:

……...

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

2. CHECKLIST

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

Certificate of Virtual Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	**Yes**		**No**	
Authority to Sign a Bid - Is the form duly completed and is a **certified copy** of the **resolution** attached?	**Yes**		**No**	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	**Yes**		**No**	
MBD 5 - Is the form duly completed and signed?	**Yes**		**No**	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the **B-BBEE Certificate** issued by a Verification Agency accredited by SANAS **or** the **original Sworn Affidavit** attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT **MUST** BE AN ORIGINAL AND **NOT** A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	**Yes**		**No**	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	**Yes**		**No**	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	**Yes**		**No**	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the **Identity numbers**, **residential addresses** and **municipal account numbers** of **ALL** members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY)**(N/A Locality not applicable)**	**Yes**		**No**	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid **Letter of Good Standing** from the Compensation Commissioner attached?	**Yes**		**No**	
Form of Indemnity - Is the form duly completed and signed?	**Yes**		**No**	
Pricing Schedule - Is the form duly completed and signed?	**Yes**		**No**	
Declaration by Tenderer - Is the form duly completed and signed?	**Yes**		**No**	

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3. VIRTUAL MEETING CERTIFICATE

Virtual meetings declaration:

I / We*, the undersigned, certify that I / we* have familiarized ourselves with the requirements of this tender as discussed at the virtual meeting for which I / we* am / are* submitting this Tender and have, as far as practicable, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

For all compulsory virtual teams meetings **,** bidders who fail to provide their contact details 48 hours prior to the virtual teams meeting , will be regarded as **non-compliant**

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4. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a CERTIFIED COPY of the resolution attached?	**YES**		**NO**	

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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

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5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

_____

authorized signatory of the Company/Close Corporation/Partnership (name) _____

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

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

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

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

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

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

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6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally

1.6. “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. “Day” means calendar day.

1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9. “Delivery ex stock” means immediate delivery directly from stock actually on hand

1.10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.14. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.15. “GCC” means the General Conditions of Contract.

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

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

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

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

1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.21. "Project site" where applicable, means the place indicated in bidding documents.

1.22. "Purchaser" means the organization purchasing the goods.

1.23. "Republic" means the Republic of South Africa.

1.24. "SCC" means the Special Conditions of Contract.

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

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

1.27. "Tort" means in breach of contract.

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

1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

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

7. Performance security

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

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

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

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

7.3.2. a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

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

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

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

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

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

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

9. Packing

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

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

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14. Spare parts

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

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

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

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

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

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

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

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

16. Payment

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

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made by the purchaser **no later than thirty (30**) days after submission of an **invoice, statement** or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more tha15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

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19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

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

General Conditions of Contract (revised July 2010)

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7. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"Tender Number and Title"** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.

2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

PLEASE NOTE:

2.1. Tenders that are deposited in the incorrect box will not be considered.

2.2. Mailed, telegraphic or faxed tenders will not be accepted.

2.3. Documents may only be completed in non-erasable ink.

2.4. The use of correction fluid/tape is not allowed.

2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.

2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)

2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT.**

3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.

3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181.**

3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.

4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.

5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.

6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;

6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.

6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.

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7. Negotiations for a fair market related price

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

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

8.1 Relevant specifications
8.2 Value for money
8.3 Capability to execute the contract
8.4 PPPFA & associated regulations

9 Service Level Agreement

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

10 Centralised Supplier Database

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

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) *(b)* of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting 021 808 8594 or Nicolene.Hamilton@stellenbosch.gov.za

Centralised Supplier Database No. MAAA……

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8. MBD 4 – DECLARATION OF INTEREST

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

3.1.	**Full Name of bidder or his or her representative**	
3.2.	**Identity Number**	
3.3.	**Position occupied in the Company (director, shareholder [2] etc.)**	
3.4.	**Company Registration Number**	
3.5.	**Tax Reference Number**	
3.6.	**VAT Registration Number**	

3.7.	**Are you presently in the service of the state?**	**YES**		**NO**	
3.7.1.	If so, furnish particulars:				
3.8.	**Have you been in the service of the state for the past twelve months?**	**YES**		**NO**	
3.8.1.	If so, furnish particulars:				

[1] *MSCM Regulations: "in the service of the state" means to be –*

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

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

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

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

NB:

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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

[3] *MSCM Regulations: "in the service of the state" means to be –*

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

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9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

1. Are you by law required to prepare annual financial statements for auditing?	**YES**		**NO**	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	**YES**		**NO**	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days. 2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	**YES**		**NO**	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	**YES**		**NO**	
4.1 If yes, furnish particulars				

CERTIFICATION

I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.

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

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			

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10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20

NB:
Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2022 and the Stellenbosch Preferential Procurement Policy 2022/23

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

1. GENERAL CONDITIONS

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

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

1.2

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

b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

1.6 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed. **(N/A).**

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

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2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

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

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) "**Locality**" means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).

(h) **"price"** includes all applicable taxes less all unconditional discounts;

(i) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(j) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(k) "**Specific goals**" means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

(l) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**

4.3 **POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :

(a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

(b) Promotion of enterprises located in the municipal area (WCO24). **(N/A).**

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5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

5.5 A tenderer must submit proof of its BBBEE status level contributor.

5.6 A tenderer failing to submit proof of BBBEE status level of contributor –

5.6.1 may only score in terms of the 80/90-point formula for price; and

5.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	N/A	N/A
Outside of the boundaries of the municipality	0	0

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6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . = ……(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)? **(N/A).**

YES		NO	

Business Address - ……

……

……

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement, or sworn affidavit must be attached). **(N/A).**

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise

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

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Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:…….

9.2 VAT registration number:……..……

9.3 Company registration number:……..……

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……

9.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: ……..

Registered Account Number: …….

Stand Number:…….

9.8 Total number of years the company/firm has been in business:……

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

i) The information furnished is true and correct;

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ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution.

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

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PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)

(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf: NB!

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

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Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is_____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is_____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is_____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
    - Black Youth % =_____%
    - Black Disabled % =_____%
    - Black Unemployed % =_____%
    - Black People living in Rural areas % =_____%
    - Black Military Veterans % =_____%

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of_____(DD/MM/YYYY), the a NB! Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

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4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:_____

Date :_____

NB! PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

_____

Commissioner of Oaths
Signature & stamp
Date:

EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R 80 000	1	NO
TENDERER B	R 75 000	1	YES
TENDERER C	R 70 000	2	NO

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89

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11. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? *(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).*	**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)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).*	**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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	**Yes**	**No**

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

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

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12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[4] Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   3.1. take all reasonable steps to prevent such abuse;

   3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

   3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

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

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5.1. has been requested to submit a bid in response to this bid invitation;

5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[5] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   7.1. prices;
   7.2. geographical area where product or service will be rendered (market allocation)
   7.3. methods, factors or formulas used to calculate prices;
   7.4. the intention or decision to submit or not to submit, a bid;
   7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
   7.6. bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

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

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13. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

- **PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.**

Signature	**Position**	**Date**

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14.	COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	
Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor. In order to enter into this agreement, the following information is needed regarding the above-mentioned:	
Contractor's registration number with the office of the Compensation Commissioner:	
NOTE: **A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.**	

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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15. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____

of (registered address of Company) _____

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

_____in his capacity as (Designation) _____

of the Contractor, is duly authorised hereto by a resolution dated _____ /20___,

to sign on behalf of the Contractor.

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

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

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

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PART B – SPECIFICATIONS AND PRICING SCHEDULE

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16. TENDER SPECIFICATIONS

16.1. Non-compliance to specification will invalidate your offer .

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

Please note that it is the responsibility of the tenderer to do any site inspection etc. necessary to determine what is needed for the successful implementation of the proposed solution. Please note that all responsive tenderers may be requested to demonstrate the functionality of their proposed solutions to the tender offered. If not pass the demonstration the tenderer will be regarded as non -compliant.

16.2. Compliance with Specification

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

16.3. Background Information

Tenders are hereby invited from suppliers for an Integrated Revenue Management System to administratively manage and control the Electricity Metering Revenue Management System within the Stellenbosch Municipality's areas of supply.

The tender specification consists of three (3) sections namely:

- Section A – Vending System
- Section B – Vendor Management
- Section C – Provision of Data management and Revenue Protection Audits

Stellenbosch Municipality requires a single supplier that meets the specifications of all three (3) sections and supplies all the services related to all three (3) sections. Only bids providing pricing for all three (3) sections will qualify. Revenue Protection services and Token Identifier Field work will only be required upon availability of sufficient annual budget.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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Stellenbosch Municipal area

At present Stellenbosch Municipality electricity distribution area comprises of the following areas:

1. Franschhoek (CBD, township & surrounding farms)
2. Stellenbosch (CBD, Surbubs, Townships & surrounding farms)
3. Pniel and Johannesdal
4. De Hollandsche Molen in Wemmershoek area

Number and types of vending points

6 - Online municipal cashier vending terminals

11 - Online 3rd party vending terminals

Several - aggregated 3rd party vendor's with own hardware and networks (note: Stellenbosch Municipality allows only one tier of aggregators between the service provider and the end-merchant servicing the end customer.)

Prepaid meters registered on the existing vending system

31 772 - Installed and active prepaid meters

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

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

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16.4. General conditions of tender

16.4.1. Compulsory briefing meeting

A Compulsory Clarification meeting will be held via the Microsoft Teams. Tenderers must ensure to download the App and give the municipality the necessary email address and cell phone number to victor.dyusha@stellenbosch.gov.za at least 48 hours prior to the meeting to enable the department to setup a virtual meeting.

The Tenderer must be represented at the briefing meeting by a person who is suitably qualified and experienced to comprehend the implications of the request in the tender. Should a Tenderer or his representative do not attend the briefing meeting, his tender offer will be disqualified.

16.4.2. This tender document must not be dismembered (Do not take it apart or put documents between its pages). The tender document and all relevant specifications and attachments thereto must be binded together in a suitable binder.

16.4.3. Tenderers must have an accreditation to SABS ISO 9001-2015 .

16.4.4. Stellenbosch Municipality reserves the right to scale down on the Scope of Work in order for the tender value to fit into the available budget for each financial year. The evaluation of the tender offers will however, be based on the full tender amounts as received.

16.4.5. No tender will be considered unless accompanied by a full description and technical details of the solution offered. Any special features shall be detailed.

16.4.6. During the technical evaluation stage all bidders that complies with all the pre-qualifications on section 17 of this tender will be requested to come to Electricity Department offices at Stellenbosch at their own travelling expense to demonstrate the functionality of their vending system. Bidders who do not demonstrate the functionality of their system will be regarded as non-compliant to the specifications and will not qualify for further evaluation. Only tenderers who can offer a fully functional system, which can be demonstrated, will be considered.

16.4.7. The system offered shall compromise of a complete and fully functional prepayment vending and management system including all the operating and database security needed to operate such a system.

16.4.8. The minimum hardware, software and communications requirements on which to run the vending system shall be specified for all the different components of the system. The system shall vend on-line to all installed, existing and commissioned prepayment meters in the municipal area of supply.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

16.4.9. **The municipality shall be indemnified against patent infringement including any damages awarded, attorney costs and the cost of replacing the vending system should patent infringements be awarded against the municipality due to the successful renderers vending system.**

16.4.10 The system shall be able to collect all municipal account payments at the vending points. The system shall interface with Stellenbosch Municipality's billing system.

16.4.11 The system shall be capable of interfacing with Stellenbosch Municipality's GIS and other 3rd party systems.

16.4.12 The vending system shall be operational on a 24 X 7 X 365 basis.

16.4.13 The setup period during the initial implementation stage must not be more than two (2) months. Setup period refers to the time it will take a successful bidder to fully setup the vending system for customers to be able to purchase electricity. Setup includes uploading the customer data into own vending system.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

Section A: Vending System

1. Background

Stellenbosch Municipality currently uses the Pyxis vending system for the sale of pre-paid electricity.

2. Scope

2..1 Supply, installation and maintenance of a complete prepayment vending and management system using an on-line, web-based architecture to vend tokens in a secure and efficient way with the system hosted at the service providers hosting facilities.

3. Applicable Standards

3.1 Only tenderers that meet ISO Standards IEC 62055-xx ; STS Part 1,2 and 3 ; NRS 009-2-1:1998 ; NRS 009-2-2:1995 ; NRS 009-6-10 ; ISO 8583 ; IEC 61968 ; ISO 27001; ISO 9001 together with the specifications / requirements as detailed below will qualify for further evaluation.

3.2 If the bidding company submits a certificate or confirmation letter that is not in the name of the bidding company as requested, it must also provide proof showing that the other company is part of a group of holding companies, along with the certificate.

Applicable standard(s)	Description	Certification needed
IEC 62055-xx	Electricity Payment Metering Systems	(1) STS2 Compliance Certificate for the vending system offered. The certificate must indicate compliance to STS Edition 2, IEC 62055-41, Ed3, STS600-8-6 including Electricity and Water, time and currency vending in the name of the Bidding company. (2) STS Association membership Certificate in the name of the Bidding Company. (3) STS Compliance Certificate for the security modules indicating that the modules were tested and complies with STS Edition 2, IEC 62055-41, Ed3, STS600-8-6 specifications.
STS Part 1,2 and 3	Standard Transfer Specification	
NRS 009-2-1:1998	Electricity sales systems - Part 2: Functional and performance requirements - Section 1: System master stations	(1) XML vend compliance letter from Eskom confirming that the Bidding company or a company within the Group of its Holding company XML Vend Compliance. (2) A confirmation letter from one aggregator confirming that the Bidding company or a company within the Group of its Holding company, has successfully integrated with the aggregator to vend prepaid electricity and water tokens.
NRS 009-2-2:1995	Electricity sales systems - Part 2: Functional and performance requirements - Section 2: Credit dispensing units.	
NRS 009-6-10	(Online XMLVend 2.1) the NRS Standard for on-line communication between Vending Servers and Vending Clients	

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

ISO 8583	Financial transaction card originated messages — Interchange message specifications	The municipality requires two (2) documents to be submitted to comply to this specification. (1) A PCI (Payment Card Industry) or PASA (Payment Association South Africa) Certificate of compliance in the name of the bidding company or a company within the Group of the Holding Company. (2) A Letter from one of the banks which confirms that the integration between the bank merchant system and the system in the name of the bidding company or company within the Group of its holding company, complies with ISO8583 message specification for all electronic payment card originating transactions messages.
IEC 61968	Common Information Model(CIM) Standard	
ISO 9001:2015	Quality management systems	ISO Certificate in the name of the bidding company or a company within the Group of its Holding Company.
ISO 27001	Information Security Management Systems(ISMS)	ISO Certificate for an international standard for managing information security in the name of the bidding company or a company within the Group of its Holding Company.

4. Technology and Platform

4.1 Software Architecture

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

4.2 Database

4.2.1 The system shall operate on a relational database technology, like ORACLE.

4.2.2 It must be possible to run the software on either Oracle or PostgreSQL or MySQL or Microsoft SQL Server.

4.2.3 The database technology must be able to run on all major operating systems, including Linux, UNIX (AIX, BSD, HP-UX, SGI IRIX, Solaris, Tru64) and Windows®.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

4.2.4 The design of the database shall be such that it conforms to the following Relational Database Management System (RDBMS) rules:

i. All information shall be represented only in tables.

ii. Each atomic value must only be accessible by combination of table name, primary key and column name.

iii. All Nulls must be systematic treated within the RDBMS.

iv. An on-line data catalog must be maintained by the RDBMS.

v. A comprehensive data sub-language must exist, supplementing standard SQL.

vi. High-level *Insert*, *Update* and *Delete* functionality must exist within the RDBMS.

vii. Both physical and logical data independence must be maintained by the RDBMS.

viii. A low-level language shall not subvert or bypass the RDBMS high-level language.

4.2.5 The database shall allow concurrent users to access data on a central database from various online terminals.

4.2.6 The RDBMS shall allow for automated triggers to be set on any database field, prompting for a function to be executed. This ensures data integrity, audit-ability and data completeness.

4.2.7 The database shall allow for multi-version consistency. This means that “writers must not block readers and readers must not block writers” to ensure data integrity. The requirement is that “readers do not block writers and writers do not block readers”. In other words, the reader will see the data as it was before the writer began changing it, and until the writer commits. A less mature locking scheme will result in many delays/waits in the foreseen heavy OLTP (Online Transaction Processing) environment.

4.2.8 The database shall be fully ACID (atomicity, consistency, isolation, and durability) complaint.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

4.2.9 The database shall not allow the escalation of row locks to page level locks when too many rows on a page are locked. This locks rows that are uninvolved in any updates for no good reason.

4.2.10 The database shall allow the following:

i. Control of sorting, for optimal memory allocation.

ii. Control over SQL caching, again for optimal memory allocation.

iii. Control over storage/space management to prevent fragmentation. Pages (blocks) and extents shall not be fixed to a certain size. The database shall allow the specification of larger extents to ensure contiguous space for large objects.

iv. Range partitioning of large tables and indexes. For example, a large 100GB table shall be allowed to be seamlessly partitioned at the database level into range partitions. This requirement will allow Stellenbosch Municipality to effectively store any historic data – for instance, the transaction table can be partitioned into monthly partitions. Partitioned tables and partitioned indexes give performance and maintenance benefits, whilst being transparent to the application.

4.2.11 The database shall support a JAVA database engine, enabling future application integration.

4.2.12 The database shall have programming interfaces for Java and .Net.

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

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

4.2.15 Tenders shall supply independent, documented proof to substantiate conformance to these aspects.

4.3 Operating Systems

4.3.1 All workstation applications shall operate on a Windows 8 or greater platform. No legacy DOS-based support shall be acceptable.

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4.3.2 The vending server shall operate on Windows Server 2012 R2 or higher or any Linux distribution.

4.3.3 The database must be operable on any platform, including Windows®, Unix, Linux, VAX-VMS as well as MVS.

4.3.4 All system functions shall be accessed via a user-friendly Graphical User Interface.

4.4 Hardware

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

4.4.2 The tenderer shall supply an STS6 compliant security module server solution which operates over a TCP/IP connection.

4.4.3 The STS6 compliant security modules must be able to perform more than 400 transactions per second and must have dual network cards for redundancy. Bidders should note that this requirement does not restrict them to using a single module to achieve the desired throughput; therefore, the term "modules" is used in the plural form instead of the singular.

4.4.4 The STS6 compliant security modules must be able to store tokens generated on the security module device directly, separate from the vending database. **A letter from the security modules supplier/manufacture confirming that the security module complies with 4.4.3.& 4.4.4 of this specification and a technical brochure must be provided / attached to the bidder's tender submission.**

4.4.5 The tenderer shall supply all hardware (new) required.

4.4.6 The tenderer shall offer a hosted server hardware solution and the hardware shall be hosted in a Datacentre as well as a separate off-site backup Datacentre site. Both Datacentre's should incorporate industry norms and practises with regard to protection security and redundancy, proof of which should be made available upon request.

4.5 Communication

4.5.1 The system shall be configurable to operate online.

4.5.2 The system shall use a TCP/IP communication layer supporting mobile data networks (GPRS,3G, LTE), LAN/WAN, BGAN and VSAT communication.

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4.5.3 The communication between Point of Sale device and the server shall be secured via SSL certificates.

4.6 Data Model.

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

i. A *Usage Point* shall be supported which is independent from a *Location*, *Meter* and *Consumer*.

ii. The tariff shall not be connected to a *Meter* or a *Consumer,* but shall rest with the *Usage Point*.

iii. The data model shall allow for the definition of hierarchical *Nodes* in order to simulate a distribution network.

iv. The data model shall allow for WGS-84 GPS coordinate definition with all locations.

v. The data model shall accommodate, for enhanced management purposes, possible additional resources like water and gas.

vi. The data model shall accommodate meter readings for reading of any meter type.

vii. The data model shall accommodate for a configurable hierarchical grouping structure for Usage Points and meters.

viii. The data model shall conform to the Common Information Model (CIM) data model.

5. Integration and Interface Requirements

5.1 File based integration

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

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5.2 Web services based integration

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

6. Operational Requirements

6.1 Critical Performance Parameters

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

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

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

6.1.3 The online system shall be scalable to transact 30 requests per second.

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

6.1.5 Thin client architecture shall require less than 32kb/sec to be functional over WAN.

6.2 Languages & Currency (Localization)

6.2.1 The system shall accommodate multiple languages on the same machine.

6.2.2 The system shall have a tool to facilitate the translation of the software. This tool shall be demonstrated and supplied on demand.

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

6.3 Online Customer Contract Management

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

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6.3.2 The following functionality shall be available via the online Customer Contract Management web application:

- Creating new Customers and Customer Agreements
- Creating new Usage Points and location details
- Updating Customer and customer agreement details
- Updating Usage Point and location details
- Link Customers, Usage Points and Meters
- Perform Advanced Customer, Usage Point and Meter data lookups

6.3.3 The system shall support multiple customer agreements to be associated with a single customer.

6.3.4 The system shall support multiple Usage Points with a meter per customer location.

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

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

6.3.7 The system shall have the ability to logical separate Usage Point data. It should be possible for the municipality to define the logical grouping of the Usage Points and it must be possible to specify multiple hierarchical grouping levels. It should be possible to report according to the defined grouping levels and restrict user access according to the defined grouping levels.

6.3.8 The system shall have the ability to automatically block a customer after the customer has made a given number of purchases or purchase a set amount in Rand. A message stating the amount remaining or number of transactions remaining before the customer is blocked shall be printed on the credit token.

6.4 Online Meter Engineering Operations

6.4.1 The system shall have the ability to generate engineering tokens (Replacements, Clear Tampers, Clear Credit, Power Limit, Supply Group Key Change, Tariff Index Key Change) online via any standard web browser.

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6.4.2 The system shall have the ability to automatically issue Key Change Tokens at the Point of Sale upon first purchase by the customer.

6.4.3 The system shall have the ability to send engineering tokens, including Free Issues to any cell phone number via SMS.

6.4.4 The system shall have the capability to collect meter readings on an on-demand basis or a reading schedule.

6.4.5 The system shall have the ability to collect and store load profile data and register reads.

6.4.6 The system shall have the capability to receive and store meter alarms and events.

6.4.7 The system shall have the ability to automatically resolve load profile gaps.

6.4.8 The system shall display non-meter specific engineering tokens (Test load switch, Display KRN, Display TI, Display maximum power limit, etc.).

6.5 Online Auxiliary Account Management

6.5.1 The system shall have the ability to manage customer specific auxiliary accounts online via any standard web browser. This functionality shall include the creation of auxiliary account types and the definition of the account details such as account balance and charge schedule.

6.5.2 The system shall have the ability to automatically create an auxiliary account when a free issue token is supplied to a customer.

6.6 Online Meter Asset Management

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

6.6.2 The system shall accommodate 13-digit STS meter serial numbers.

6.6.3 The system shall support multiple resources, i.e. Electricity, Water and Gas.

6.6.4 The system shall support multiple metering technologies i.e. Smart Metering, Automatic Metering Reading and STS (token-based prepayment).

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6.7 System Security

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

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

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

6.7.4 Security shall be adjustable to allow for individualized access to any field within the database.

6.7.5 Communication between points of sale/super vendors and vending server shall be secure by making use of SSL certificates.

6.8 Electricity Prepayment Vending

6.8.1 Transactions

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

6.8.1.2 Any rounding errors of kWh beyond the first decimal shall be recorded in the database as separate transaction rows to ensure effective reconciliation.

6.8.1.3 System transaction reversals shall;

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

ii. shall be traceable to an operator;

iii. shall reverse an entire transaction batch consisting of taxes, levies, auxiliaries and resource amounts on the system and

iv. Have the option of being disabled or enabled for specific vendors.

6.8.2 Vending Operation

6.8.2.1 The system shall be capable of vending STS6 Edition 2 compliant prepayment credit and engineering tokens.

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6.8.2.2 The system shall be certified by the STS association as being Vending, Engineering and Key Change Management compliant.

6.8.2.3 Vendors shall have the ability to perform a consumer lookup through meter number, address or name.

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

6.8.2.5 The vendor shall have the ability to look up the transaction history of a relevant consumer.

6.8.2.6 The system shall be capable of vending free electricity grants:

Free Basic Electricity (FBE) Tokens also known as an Electricity Base Support Services Tokens (EBSST).

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

6.8.2.8 The system shall have the ability to interface with various Head-End systems to facilitate Thin Prepayment.

6.8.2.9 The system shall provide for the following types of payment:

- Cash
- Cheque
- Credit Card
- Debit Card
- Bank Transfer

6.8.2.10 The system shall allow bulk blocking of prepaid meter numbers and should allow the system operator to define the reason(s) for blocking such meter.

6.8.3 Vending Management

6.8.3.1 The system shall allow for vendor and cashier shifts to accommodate various levels of operators, thus improving security.

6.8.3.2 The system shall allow for the automated or manual closing of shifts.

6.8.3.3 Vendors shall have pre-defined, credit limits limiting the exposure at certain outlets. The option shall exist to update credit limits manually.

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6.8.4 Tokens and receipts

6.8.4.1 The system shall give users the ability to easily define customized token/receipt templates.

6.8.4.2 The system shall accommodate multiple receipts. It shall include but not be limited to auxiliaries, credit token and system reversals receipts.

6.8.4.3 The Municipal VAT number should be displayed on all tokens (Printed & / or digital).

6.8.4.4 Municipal customers enabled to receive Free Basic Electricity (FBE) should be able to claim their FBE tokens using a USSD code. Charges associated to use of the USSD code will be carried by the customer.

6.8.5 Auxiliaries

6.8.5.1 The system shall have the ability to collect arrears from the consumer by leveraging the prepayment transaction according to a unique formula for each consumer. i.e. the arrears should be collected as a percentage of the total amount owing or as a whole amount in Rands.

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

6.8.5.3 The system shall interface seamlessly with the municipality's financial system to aid to transfer of debtor accounts.

6.8.6 Pricing Structure

6.8.6.1 The municipality shall have the ability to customize the pricing structure at will.

6.8.6.2 A pricing structure shall accommodate an unlimited number of tariffs, debt and charges rules and calculations.

6.8.6.3 The system shall accommodate block tariffs with an unlimited number of kWh-based blocks.

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

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

9.8.6.6 The system shall have the ability to set future activation dates for tariff changes. The tariff must be automatically activated at the specified date.

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6.8.7 Online Vending

6.8.7.1 Online vending on a PC Point of Sale shall take place through a thin client.

6.8.7.2 The system shall allow for vending through mobile points of sale.

6.8.7.3 Online vending from various vending partners like banks and shopping retailers shall be available.

6.8.7.4 All messages shall be via the self-defining, open-standard XML protocol.

6.8.7.5 The system shall support the latest version of the NRS009-6-10 XMLVend specification.

6.8.7.6 The online transaction processing infrastructure shall have unlimited scalability with hot-swappable redundancy.

6.9 Meter Life Cycle Tracking

6.9.1 The system shall be able to track the history/location of a meter from the time it is delivered to/between stores to when it is installed at a Usage Point until it is finally scrapped.

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

i. Inventory Store

ii. Usage Point

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

i. In store, inactive

ii. Installed and active

iii. Installed and inactive

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7. Queries

7.1 The vending management system shall have a web based query executor for displaying general query results on a grid.

7.2 It must be possible to export the query results to a Spread sheet.

8. Reporting

8.1 The vending management system shall have the capability to interface with reporting applications supporting customizable reports.

8.2 The following complex reports shall come standard with the vending system:

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

8.3 The database shall be accessible via standard SQL-based report writing tools like Crystal Reports.

8.4 The municipality will be able to design custom reports.

8.5 The tenderer will provide an optional service where the municipality can request custom reports to be designed.

9. Geographical Information System

9.1 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.

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

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10. Vending Gateway

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

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

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

10.4 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.

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

10.6 The transaction switch should allow for mobile points of sale to connect to it. This will be achieved by allowing various suppliers of mobile technology to integrate to the transaction switch.

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

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

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

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

11. Vending Channels

11.1 The following vending channels shall be implemented:

- PC POS
- Mobile POS
- Mobile Phone

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- Consumer website
- ATM
- At any major retailer

12. Online Retail and Vending Administration

12.1 The system shall have the ability to manage retailer accounts online.

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

12.3 It shall also allow transferring and adjusting retailer funds and accepting retailer deposits.

12.4 The system shall have the ability to add, remove and edit vouchers online.

12.5 The system shall have an online facility for reconciling between client records, EFT records and service provider records.

12.6 The system shall have the ability to remotely update point of sale software remotely.

12.7 The system shall provide a facility to assign sales agents to vendors and automatically calculate the agent's commissions based of sales.

12.8 It shall be possible to manage several vendors as a group. A dedicated web application with limited access shall be available for users to manage the vendor groups.

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13. System Hardware

Minimum hardware that needs to be provided by bidder:

- Hosted Master Database Server – 1
- Hosted Management Server – 1
- Hosted Reporting Server – 1
- Municipal Online Point of Sale – 6

Optional additional hardware that needs to be provided if/when needed:

- Token Printers – 6

13.1 The tenderer shall provide and install all the necessary hardware needed to operate the vending system and shall maintain and upgrade the hardware during the contract period. Ownership of all on site hardware, exclusive of servers, will revert to the municipality at the end of the initial contract period or in the event of a contract breach. There will be no cost implication to the municipality.

13.2 All components of the system shall operate on a standard, readily available, PC-based machine with no special modifications required to any parts. Brand-name systems will be the preferred option. The PC's will be utilised for additional purposes e.g. receipting, emails.

13.3 POS (Point of Sale) terminals can be either PC or Mobile terminals that comply with the hardware and software requirements. These terminals shall be submitted for approval by the municipality.

13.4 Encryption cards and security modules shall be centralised in a secure hosted central environment to ensure the security of the system.

13.5 All servers shall have the necessary redundancy. The necessary backup facilities will also be provided. The tenderer shall provide a secondary vending site for disaster recovery purposes. The tenderer shall provide a detailed disaster recovery plan to the municipality for approval.

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13.6 Printers to adhere to following specifications:

		YES	NO
Print speed	200mm/sec		
FONTS & STYLES Print Speed receipt Print Speed Printing Font Character set Characters per Inch Dot density Printing Characters	 200mm/sec 200mm/sec ANK 95 Alphanumeric, 18 set International, 128 x 43 Graphic 22.3 cpi / 16.9 cpi 203 dpi x 203 dpi Text (incl. Euro symbol), Graphics, Barcode		
INTERFACES Interfaces	 USB 2.0 Type B, RS-232, Ethernet Interface (100 Base-TX / 10 Base-T), Drawer kick-out		
POWER Power Supply Power Consumption Operating voltage	 PS-180 & EURO AC cable, PS-180 & UK AC cable Standby: 0.1 A, Mean: 1.8 A 24 V		
GENERAL Product dimension Product weight Colour Noise Level Installation Interface connectors Humidity	 140 x 199 x 146 mm (Width x Depth x Height) 1.7 kg Epson dark Grey Operation: 55 dB (A) Horizontally D.K.D. function (2 drivers) Operation 10% - 90%, Storage 10% - 90%		
		YES	NO
DATA BUFFER Data Buffer	 4 kb or 45 Bytes		
OTHER Warranty	 24 months Carry in		

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14. System Software

14.1 The tenderer shall provide and install the necessary software and operating systems needed to operate the vending system and shall maintain and upgrade the software during the contract period.

14.2 Ownership of all PC based software will revert to the municipality at the end of the initial contract period or in the event of contract breach. There will be no cost imposition.

14.3 The tenderer shall be responsible for the migration from the current system to the new system.

14.4 The tenderer shall be responsible for all licensing and upgrade cost during the contract period.

14.5 The tenderer shall be responsible for the exporting/transferring of all data in a specified format in the event that the municipality should change to new software at the end of the contract period.

14.6 Should migration be necessary on the onset or during commissioning of the system, all cost is for the tenderer.

14.7 The tenderer shall provide training on all elements of the system for all the different user groups and vendors.

14.8 The tenderer shall provide on-site support for the initial implementation of be system and a 24 x 7 x 365 comprehensive support service and help desk for the contract period.

15. Arrears recovery

15.1 There shall be a direct interface with the billing system so that arrears collected can be posted directly to the relevant account either in real-time or via batch entry at a user selectable delay on the billing system.

15.2 The details of all arrear amounts collected and service accounts paid for the current transaction shall be individually listed on the transaction receipt handed to the customer at the point of sale.

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15.3 Data should be imported directly from the billing system into the tenderers system where data will be managed to block and unblock consumers.

16. End Consumer Portal (including a Payment Gateway)

16.1 The tenderer shall provide the municipality with a module that specifically service the end consumer directly via an online portal which the end consumer should access through PC and/or mobile web browser and/or an Android application.

16.2 The End Consumer Portal should allow the end consumers to access a wide variety of features for their Usage Point.

16.3 End Consumers should be able to register via a secure password that is consumer specified.

16.4 Upon registering, the end consumer should at a minimum supply the following information:

- A unique username
- Title
- First and Last Name
- Contact details which includes email address and mobile number

16.5 The terms and conditions for the use of the End Consumer portal shall be clearly visible and must prompt the end consumer to accept the terms and conditions before registration is completed.

16.6 An automated activation email should be send to the end consumer's Email which allows the consumer to activate his account before he can use the portal.

16.7 End consumers must have the ability to update their information, reset passwords and register and update meter information.

16.8 Through this portal end consumers registered on the Vending System and the End Consumer Portal should have the ability to:

- View sales history.
- Pay for and receive tokens dispensed by the vending system through a Payment Gateway which should be included in the End Consumer Portal.

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- View usage profiles.
- View meter readings (where applicable).
- Display alerts.
- Display faults to the end consumer and provides the end consumer with the ability to log faults.
- Configure alert thresholds.
- Pay for other services like municipal account.
- An eWallet that can be used to pay for services.

16.9 A secure Payment Gateway must be included in the solution which will allow end consumers to make secure credit card or instant-EFT payments and manage and track these payments.

16.10 Through this portal, end consumers must have the ability to send queries about their Usage Point to the municipality by Email.

17. Workforce Management Portal

17.1 The tenderer shall provide the municipality with a web-enabled module that provides the municipality with the ability to manage its workforce and automate critical business processes. Typical business processes must include but not limited to:

- Meter Installations
- Meter Replacements
- Conversions
- Field audits
- Meter Disconnections

17.2 The Management Portal should allow the municipality to define their own business to processes.

17.3 The execution of these business processes shall be in real time.

17.4 The Management Portal must include a mobile application to allow field operators to perform the following actions:

- Field audits for residential and commercial customers.
- Auditing of meter assets and network infrastructure.
- Targeted audits like tamper investigations.
- Disconnection of electrical metering.

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17.5 The Management Portal must store all audit evidence and must be easily accessible by the municipality's management team. Such audit evidence must include the audit findings, photos and vending profiles. The audit evidence shall be exported into both excel and pdf formats

17.6 The Management Portal and mobile application shall not be device or platform specific. It should be possible to operator the software on both Microsoft Windows platform and well as an Android platform.

17.7 The Management Portal shall include a geographical view of all related field works.

18. Data Ownership

18.1 All the information on consumers and related info in the databases will remain the property of the municipality at all times and will not be disclosed as a whole or in part to any third party without the express permission of the municipality.

18.2 Any data archived and warehoused on behalf of the municipality shall be accessible at any time by the municipality or its appointed auditor.

19. Training

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

20. System Costs

20.1 The method of payment will be a monthly fee based on the number of active prepayment meters on the system, depending on a formal service level agreement.

20.2 A service level agreement will be entered into by Stellenbosch Municipality and the tenderer for a period of 3 years and shall clearly stipulate issues like:

- Hardware and software upgrade and ownership conditions
- Communication up- and downtimes and reliability
- Level of support and response times
- Training

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- Performance levels and penalties
- Data ownership additions
- Exit and termination conditions
- Insurance of Hardware, software and communications

20.3 The tenderer shall 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

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Section B: Vendor Management

1. Scope

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

2. Details of specification

2.1 Vendor management

The tenderer shall be responsible for the following:

2.1.1 Setting up guidelines for appointing and contracting with existing and prospective vendors and compiling of agreement/contracts. The guidelines and agreement to be approved by the municipality.

2.1.2 Advertising and information meetings with prospective and existing vendors.

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

2.1.4 Stellenbosch Municipality will only allow one tier of aggregators between the tenderer and the end-merchant servicing the end customer.

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

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

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

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

2.1.9 Collection of all revenue from vendors as per agreement.

2.1.10 Timely payment of collected revenue into Stellenbosch Municipality bank account – at least within 72 hours of transaction date.

2.1.11 Insurance against revenue loss.

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

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2.1.13 To reconcile the revenue received from the vendors on a daily basis and provide the necessary credit to the vendor to continue vending.

2.1.14 Payment of any commissions owed to vendors.

2.1.15 Payment of revenue received (Prepaid & Auxiliary separately) directly in the municipalities account at predetermined times together with a reconciliation of said revenue.

2.1.16 Providing daily, weekly and monthly reports as required by the municipality.

2.1.17 Provide audit reports if required.

2.1.18 Vendor's commission payable to the successful tenderer will be included in the monthly fee of price per meter.

2.1.19 All existing handhelds terminals that are not compatible with the proposed vending and management system must be replaced on the cost of the successful tenderer.

3. Support Services

The tenderer shall be responsible for the following:

3.1 In the event support is needed onsite, tenderers should demonstrate ability to have personnel available within reasonable time to provide the required support.

3.2 Provide a 24 x 7 x 365 support service for vendors.

3.3 The tenderer may use the services of third party aggregators. Stellenbosch Municipality will only allow one tier of aggregators between the tenderer and the end-merchant servicing the end customer.

4. System Costs

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

4.2 The municipality and the tenderer will enter into a service level agreement.

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SIGNATURE:		DATE:	

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Section C: Provision of Data management and Revenue Protection Audits

1. Background

The Stellenbosch Municipality currently have approximately **31 772** pre-paid meters and **4 553** credit meters.

2. Scope

2.1 The successful tenderer will assist the Municipality with Customer Data Management and provide a Revenue Protection service to eliminate the loss of revenue for electricity (pre-paid and conventional meters) as a result of meter tampering and or bypassing.

2.2 It will comprise the provision of data management and Revenue Protection for the whole Stellenbosch Municipal jurisdiction area.

This will include:

- Data and Revenue protection sweep audits.
- Data and Revenue protection sweep audits plus TID Rollover field work
- Data and Revenue protection targeted audits.
- Data and Revenue protection remedial actions.
- Data analysis and interrogation.
- Provision of detailed reference database.
- GIS Field management consol for all consumers.
- Spatial analysis and Geographical presentations of all audits through GIS techniques.

2.3 Service providers must make use of the latest techniques and technologies when performing of field audits and capturing of data, to eliminate human errors as far as possible. Hand Held Devices (HHU) is preferred.

2.4 The tenderer must have a proven experience and **at least a 4 year track record** for providing services of this nature, and may be required to demonstrate their solution and provide physical proof of the in-field tools used for these services.

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3. Technical Specification

3.1 Full data clean up and mapping of all audited meters and customers in the field to the pre-payment and financial database of the municipality. – (A List of Mandatory data to be captured from the field will be issues at the time of audits).

3.2 Detailed GIS Information system indicating all findings in the field, Meter types, and customers not at homes and other additional key information will be required. The GIS field information form part of the management console required for sustainable management.

3.3 Detailed reports has to be presented, coupled with monthly feedback/monitoring reports on a weekly/monthly basis.

3.4 Sweep Audit

3.4.1 Visual inspection audit of a defined set of pre-paid meter installation points located within a neighbourhood or suburb.

3.4.2 Including recording important information related to each endpoint (linked to a spatial GPS coordinate).

3.4.3 Capturing a photo of installation.

3.4.4 Sealing meters with colour-coded barcode seals.

3.4.5 And importing the information into a central data repository.

3.4.6 Full technical audit by licensed wireman of specific statistically identified potential tamper / bypass prepaid meters.

3.4.7 Including removing the meters and checking the installation.

3.5 Targeted Audit

3.5.1 Including upstream load testing (of for example geysers under “no meter load” conditions).

3.5.2 Recording important information related to each endpoint (linked to a spatial GPS coordinate).

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3.5.3 Capturing high quality photo of installation.

3.5.4 Sealing.

3.5.5 Of the meters with colour-coded barcode seals.

3.5.6 And importing the information into a central repository.

3.6 Remedial action

3.6.1 Technical remedial meter disconnections of specific statistically identified tamper/ bypassed prepaid meters carried out by a suitably qualified technician.

3.6.2 Recording important information related to each endpoint (linked to a spatial GPS coordinate).

3.6.3 Capturing photo of installation.

3.6.4 And importing the information into a central repository.

3.6.5 The above services may also be expanded to all Large Power User (LPU) meters in future, thus tenderers must be capable of servicing the LPU's as well.

4. System Costs

4.1 The method of payment will be per successfully completed audit or remedial action and separate rates will apply for:

4.1.1 Sweep audit

4.1.2 Targeted audit

4.1.3 Remedial action

4.2 The municipality and the tenderer will enter into a service level agreement.

System Solution Capability

The bidder will be evaluated based on the proposal submitted which must clearly display compliance with the requirements in the specifications as summarized in this report.

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

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Checklist in order to confirm compliance or non-compliance to the system requirements:

VENDING SYSTEM					
1.	Offered solution provides for a fully functional vending system for the entire vending domain of the municipal area (must be demonstrated during practical evaluation).	YES		NO	
2.	Vending solution includes Retail Shops, Internet, ATM, Cellular Phone and Mobile Devices as points of sales (system implementation plan must be include).	YES		NO	
3.	Vending system is fully STS6 Edition 2 and NRS complaint (documentary proof must be included).	YES		NO	
4.	Vending system is fully IEC compliant (documentary proof must be included)	YES		NO	
5.	The vending system must be able to comply with the municipal MSCOA requirements **(must be demonstrated during practical evaluation).**	YES		NO	
6.	Vending system provide for all types of payments i.e. cash, credit card, debit card, bank transfer and cheque (system implementation plan must be included).	YES		NO	
7.	Vending system is able to generate Electricity Base Support Token (EBSST**) (must be demonstrated during practical evaluation).**	YES		NO	
8.	Vending system is real time and on-line (must be demonstrated during practical evaluation).	YES		NO	
9.	Vending system support is provided on a 24x7x365 basis (system implementation plan must be included).	YES		NO	
10.	Vending System is operational on a 24x7x365 basis (system implementation plan must be included).	YES		NO	
11.	In the event support is needed onsite, tenderers should demonstrate ability to have personnel available within reasonable time to provide the required support.	YES		NO	
12.	Guarantee of the vending systems' functional performance during the tender period (documentary proof must be included).	YES		NO	
13.	Active Vending System Hardware shall be hosted in the specified Tier level 3 (three) environment (documentary proof must be included).	YES		NO	
14.	Back-up Vending System shall be hosted off the designated site – another location that meets compliant environment standards (documentary proof must be included).	YES		NO	
15.	Existing direct on-line vendors which are managed by the current service provider shall be facilitated and equipped with the necessary hardware to fully operate (system implementation plan must be included).	YES		NO	
16.	Existing 3rd party vendors which are managed by aggregators of the current supplier, shall remain operational during the installation and commissioning of the vending system (system implementation plan must be included).	YES		NO	
17.	Vending system must be able to vend to all active STS meters installed in the municipal distribution Jurisdiction (documentary proof must be included).	YES		NO	
18.	The Vending System shall accommodate 13 (thirteen) digit STS meter serial numbers (must be demonstrated during practical evaluation).	YES		NO	

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19.	The transfer from existing system to new system shall be executed without any hindrance to the normal vending operations (system implementation plan must be included).	YES		NO	
20.	The proposed system should be able to support multiple meter technologies i.e. Smart Metering and Automatic Meter Reading (must be demonstrated during practical evaluation).	YES		NO	
21	The proposed Vending System should be able to interface with the existing municipal financial billing system, SAMRAS (system implementation plan must be included and an integrated example must be demonstrated during practical evaluation).	YES		NO	
22.	The system shall be fully STS compliant and capable of vending STS prepayment credit and engineering tokens (must be demonstrated during practical evaluation).	YES		NO	
23.	The Vending System shall have an Application Programme Interface (API) to allow third parties to access the system securely for integration purposes (must be demonstrated during practical evaluation).	YES		NO	
24.	The Vending System must have the capability to integrate and display meter detail on a GIS platform. The solution will cater for GIS integration. The solution should be able to display and integrate existing electrical networks and connections (system implementation plan must be include and must be demonstrated during practical evaluation).	YES		NO	
25.	The tenderer must be able to have all hardware operational for the hosted environment 2 (two) weeks before start date of the tender period) system implementation plan must be included).	YES		NO	
26.	The tenderer must be able to make all hardware available for the municipal 2 (two) months after the start date of the tender period (system implementation plan must be included).	YES		NO	
27.	The database must allow concurrent users to access data on a central database from various online terminals (must be demonstrated during practical evaluation)	YES		NO	
28.	Generate Reports as requested as per specification (must be demonstrated during practical evaluation).	YES		NO	
29.	The Vending system must have a module that specifically interacts with the end consumer directly via an online portal which the end consumer should access through PC and/or mobile web browser and/or an Android application (must be demonstrated during practical evaluation).	YES		NO	
30.	The Vending System shall operate on a standard readily available, PC-based machine Windows with no special modification required to any parts (must be demonstrated during practical evaluation).	YES		NO	
31.	The Vending System must include a consumer portal that will enable end consumers i.e. view sales history, usage profiles, display alerts, etc. (must be demonstrated during practical evaluation).	YES		NO	
32.	The functionality of the security module must be compliant with STS 600-4-X (documentary proof and system implementation plan must be included).	YES		NO	

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SIGNATURE:		DATE:	

33.	The data model of the system must allow for multiple meters to be linked to a single consumer account (must be demonstrated during the practical evaluation).	YES		NO	
34.	The software and database shall be able to accommodate, with no special changes other than hardware scaling, more than 1 million consumer records and 120 million transaction records from the main server (must be demonstrated during practical evaluation).	YES		NO	
35.	The business logic must in particular include, often used functionality that will allow end-users to view, update and query the system on-line without placing an excessive burden on Bandwidth (system implementation plan must be included).	YES		NO	
36.	A full system description and technical details of the solutions offered must be include (system implementation plan must be included).	YES		NO	
37.	Guarantee the systems' functional performance and any upgrade required to correct any system mal-operation will be for the Tenderer's account (system implementation plan must be included).	YES		NO	
38.	The system shall support the latest version of the NRS009-6-10 XML Vend specification (must be demonstrated during the practical evaluation).	YES		NO	

VENDOR MANAGEMENT					
1.	Payment of collected revenue into Municipal bank account must be completed within 72 hours (working days) of transaction date (system implementation plan must be included).	YES		NO	
2.	The tenderer must insurance against revenue loss (proof needs to be included).	YES		NO	
3.	Payment revenue received (Prepaid & Auxiliary separately) directly in the municipalities account at predetermined times together with a reconciliation of said revenue.	YES		NO	
4.	The tenderer will not allow any vending outlets to charge any additional cost for electricity on top of the approved municipal tariffs (system implementation plan to be included).	YES		NO	

DATA MANAGEMENT AND REVENUE PROTECTION					
1.	The tenderer must have a track record of at least 5 years' experience for revenue protection field services in a municipal environment and may be required to demonstrate their solution and need to provide proof of the in-field tools used for these services.	YES		NO	
2.	The tenderer must have provided similar services to at least 3 other municipalities (proof must be provided).	YES		NO	
3.	The tenderer shall include the details (identity documents and electrical trade certificates) of the qualified electricians that will provide the field services.	YES		NO	

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17. PRE-QUALIFICATION SCORE SHEET

17.1 Applicable Standards

(a) Only tenderers that meet ISO Standards IEC 62055-xx ; STS Part 1,2 and 3 ; NRS 009-2-1:1998 ; NRS 009-2-2:1995 ; NRS 009-6-10 ; ISO 8583 ; IEC 61968 ; ISO 27001; ISO 9001 together with the specifications / requirements as detailed below will qualify for further evaluation.

(b) If the bidding company submits a certificate or confirmation letter that is not in the name of the bidding company as requested, it must also provide proof showing that the other company is part of a group of holding companies, along with the certificate.

Applicable standard(s)	Description	Certification needed
IEC 62055-xx	Electricity Payment Metering Systems	(1) STS2 Compliance Certificate for the vending system offered. The certificate must indicate compliance to STS Edition 2, IEC 62055-41, Ed3, STS600-8-6 including Electricity and Water, time and currency vending in the name of the Bidding company. (2) STS Association membership Certificate in the name of the Bidding Company. (3) STS Compliance Certificate for the security modules indicating that the modules were tested and complies with STS Edition 2, IEC 62055-41, Ed3, STS600-8-6 specifications.
STS Part 1,2 and 3	Standard Transfer Specification	
NRS 009-2-1:1998	Electricity sales systems - Part 2: Functional and performance requirements - Section 1: System master stations	(1) XML vend compliance letter from Eskom confirming that the Bidding company or a company within the Group of its Holding company XML Vend Compliance. (2) A confirmation letter from one aggregator confirming that the Bidding company or a company within the Group of its Holding company, has successfully integrated with the aggregator to vend prepaid electricity and water tokens.
NRS 009-2-2:1995	Electricity sales systems - Part 2: Functional and performance requirements - Section 2: Credit dispensing units.	
NRS 009-6-10	(Online XMLVend 2.1) the NRS Standard for on-line communication between Vending Servers and Vending Clients	
ISO 8583	Financial transaction card originated messages — Interchange message specifications	The municipality requires two (2) documents to be submitted to comply to this specification. (1) A PCI (Payment Card Industry) or PASA (Payment Association South Africa) Certificate of compliance in the name of the bidding company or a company within the Group of the Holding Company. (2) A Letter from one of the banks which confirms that the integration between the bank merchant system and the system in the name of the bidding company or company within the Group of its holding company, complies with ISO8583 message specification for all electronic payment card originating transactions messages.
IEC 61968	Common Information Model(CIM) Standard	
ISO 9001:2015	Quality management systems	ISO Certificate in the name of the bidding company or a company within the Group of its Holding Company.
ISO 27001	Information Security Management Systems(ISMS)	ISO Certificate for an international standard for managing information security in the name of the bidding company or a company within the Group of its Holding Company.

17.2 Tenderer experience and qualifications

Tenderers must include copies of detailed CV's and copies of qualifications of the key personnel who are going to be working on this project. **Please include a minimum of two (2) contactable references in the CV's**. Bidders who do not provide these required documents will not qualify for further evaluation.

17.2.1 Experience and qualification of the Project Manager: Revenue Protection and Data Management.

The appointed Project Manager must have project management certificate and minimum of 4 years' experience in the revenue protection and data management.

17.2.2 Experience and qualification of the Operations Manager: Vending Operational Support .

The appointed Operations Manager must have a relevant qualification in order to provide Vending Operational Support and minimum of 4 years' experience providing vending operational support.

17.2.3 Experience and qualification of the ICT Systems Specialist: Network and Systems / ICT.

The appointed ICT systems specialist must have a relevant qualification in Network and Systems / ICT and minimum of 4 years' experience in network and Systems/ ICT.

17.2.4 Experience and qualifications of the nominated co-ordinator: Revenue Protection and Data Management

The appointed co-ordinator must have a relevant qualification in Revenue Protection and Data Management and minimum of 4 years' experience in Revenue protection and Data Management.

17.2.5 Experience and qualifications of the nominated co-ordinator: Vending Operational Support.

The appointed co-ordinator must have a relevant qualification in order to provide Vending Operational Support and minimum of 4 years' experience providing vending operational support.

17.2.6 Experience and qualifications of the nominated electricians x2.

The appointed electricians must have a wireman's license and a trade test certificate as an electrician. Must have minimum of 4 years' experience doing electricity meter audits and low voltage installations. The wireman's licenses can either be for (1) Electrical Tester for single phase or (2) Installation Electrician.

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Please attach separate schedule in the format of Table 1 below with the returnable documents.

Table 1: Experience and qualifications of key personnel

TENDER EXPERIENCE AND QUALIFICATION					
	NAME AND SURNAME	**FORMAL QUALIFICATIONS**	**YEARS OF EXPERIENCE**	**CV ATTACHED (YES/NO)**	**PROOF OF QUALIFICATIONS ATTACHED (YES/NO)**
Project Manager: Revenue Protection& Data Management x1					
Operations Manager: Vending Operational Support x1					
ICT Systems Specialist: Network&Systems/ICT x1					
Co-ordinator: Revenue Protection and Data Management x1					
Co-ordinator: Vending Operational Support x1					
Electricians x 2					

17.2.7 Successful bidder should ensure that the number of personnel indicated in Table 1 above remains available for the duration of the tender contract.

17.2.8 Should there be changes or replacements of key personnel as indicated in Table 1 above, the successful bidder must inform the municipality immediately in writing. Failure to inform the municipality will result in termination of the contract.

17.2.9 Any person indicated by the successful bidder to be the replacement of the key personnel in Table 1, must adhere to the requirements of point 17.2 of this tender. Failure to provide such replacement will result in termination of the contract.

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17.3 **Company profile, plant and equipment**

Please include a company profile demonstrating the company establishment, financial status and experience as well as any other resources that are relevant and required for the successful implementation of this project, should their tender be successful. Failure to include this list may prejudice the Tenderers as being submitted by an insufficiently equipped Tenderer and it may be rejected for such cause.

17.4 **Value of similar contracted successfully completed**

17.4.1 Tenderers must complete the attached schedule for previous projects in this document. Previous projects will be regarded as provision of an Integrated Revenue System to administratively manage and control the electricity metering revenue management system.

17.4.2 Only tenderers who have successfully completed a minimum of five (5) similar projects and have a positive written response from all five (5) contactable references shall be considered for further evaluation.

17.4.3 Only tenderers who have provided similar services to a minimum value of R 3 000 000 per project, will be eligible for further evaluation.

17.5 **Evidence of experience of Tenderers**

The Tenderer shall include satisfactory evidence of actual experience in the class of work being quoted for, and a complete schedule shall be included incorporating the following details:

Please attach separate schedule in the format below with the returnable documents.

Table 2: Evidence of experience

PREVIOUS CONTRACTS				
EMPLOYER (Name, Tel, Fax, Email)	**Contact Person (Name, Tel, Fax, Email)**	**NATURE OF WORK**	**VALUE OF WORK (INCL. VAT)**	**DATE COMPLETED**

CURRENT CONTRACTS				
EMPLOYER (Name, Tel, Fax, Email)	**Contact Person (Name, Tel, Fax, Email)**	**NATURE OF WORK**	**VALUE OF WORK (INCL. VAT)**	**DATE COMPLETED**

17.6 Support, Installation and Commissioning

17.6.1 The successful bidder will be required to establish a footprint meaning an operational office within the WC024 within 90 days after tender award and this office to remain operational for the duration of the contract period.

17.6.2 Tenderers shall be assessed of their capabilities and are to demonstrate at least 10 permanent, dedicated and centrally located system support personnel in their employment.

SIGNATURE (Bidder)		**FOR OFFICE USE ONLY:**	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	

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18. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	**DESCRIPTION**	**SIZE**	**CAPACITY**

Attach additional pages if mores space is required.

DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	**DESCRIPTION,**	**SIZE**	**CAPACITY**

Attach additional pages if mores space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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19. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	**Subcontractor Name; Address; Contact Person; Tel. No.**		**Items of work (pay items) to be undertaken by the Subcontractor**	**Estimated cost of Work (Rand)**
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule *(If nil, enter **NIL**)*				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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20. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		**Contact Person (Name, Tel, Fax, Email)**		**NATURE OF WORK**	**VALUE OF WORK (INCL. VAT)**	**DATE COMPLETED**
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
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Name		Name				
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Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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21. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		**Contact Person (Name, Tel, Fax, Email)**		**NATURE OF WORK**	**VALUE OF WORK (INCL. VAT)**	**DATE COMPLETED**
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
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Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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22. PRICING SCHEDULE

NOTE:

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

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

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

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

Please note the following:

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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PRICING SCHEDULE:

PRICES MUST BE SUPPLIED IN THE FOLLOWING SEQUENCE AND FORMAT

Item No	Description	Qty	Unit Price (2024/25) VAT Excl	Total Price (2024/25) VAT Excl	Unit Price (2025/26) VAT Excl	Total Price (2025/26) VAT Excl	Unit Price (2026/27) VAT Excl	Total Price (2026/27) VAT Excl
1	Section A – Vending System (per meter per month)	31 772						
2	Section B – Vendor Management (percentage)	17 million per month						
3	– Cash Banking Cost (percentage)	17 million per month						
4	– Credit and Debit Card Cost (percentage)	17 million per month						
5	– EFT Cost (percentage)	17 million per month						
6	Section C - Provision of Data management and Revenue Protection – Sweep Audit (per audit)	1000 per year						
7	– Targeted Audit (per audit)	500 per year						

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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Item No	Description	Qty	Unit Price (2024/25) VAT Excl	Total Price (2024/25) VAT Excl	Unit Price (2025/26) VAT Excl	Total Price (2025/26) VAT Excl	Unit Price (2026/27) VAT Excl	Total Price (2026/27) VAT Excl
8	– Remedial Action (per action)	200 per year						
	Hardware							
9	Token Printer	6						
Sub Total				R		R		R
VAT				R		R		R
Total Price (VAT inclusive)								
Total of all 3 years		R						
	Setup Period	Weeks						

Note 1: Setup period refers to the time it will take a successful bidder to fully setup the vending system for customers to be able to purchase electricity. Setup includes uploading the customer data into own vending system.
Note 2: Stellenbosch requires a single supplier that meets the specifications of all 3 sections and supplies all the services related to all 3 the sections. Only bids providing pricing for all three sections will qualify. No additional fees other than those included in the table above will be allowed.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

23. DECLARATION BY TENDERER

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

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

_____

_____

_____

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

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

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

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