



MOHOKARE
LOCAL MUNICIPALITY



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CONTRACT NO: SCM/MOH/12/2024

**RENDERING OF PRE-PAID VENDING
SYSTEMS AND SERVICES FOR A PERIOD
OF THREE (3) YEARS**

CLOSING DATE: 18 OCTOBER 2024 (14:00)

Prepared by:
Mohokare Local Municipality
Hoofd Street
Zastron
9950

NAME OF BIDDER	
CSD REGISTRATION NO	
SARS PIN	
AMOUNT (VAT incl.)	R

ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	

The following particulars must be furnished /attached failure to do so WILL result in your bid being disqualified

No.	Details	Tick(x)
1.	Proof that the supplier is registered on the Centralised Suppliers Database (CSD)	
2.	Original municipal account of company , if renting and the lessee is not responsible for municipal rates and taxes as stipulated in the lease agreement only a signed lease agreement /if renting and the lessee is responsible for municipal rates and taxes as stipulated in the lease agreement both signed lease agreement and municipal account not older than 3 months	
3.	Proof of MDMS System	
4.	ISO 9001:2015 certification or equivalent	
5.	Standard transfer specification (STS) certification edition 2, STS600-8-6	
6.	Compulsory site briefing attended (if applicable)	
7.	Certificate of authority of signatory not older than 3 months	
8.	Valid BBBEE certificate issued by SANAS accredited agencies or certified Sworn Affidavits and certificate or evidence of specific goal specified for the tender	
9.	Joint Venture Agreement (if applicable)	
10.	Completed and signed form of offer and Completed and signed MBD forms (ALL MBD forms in the tender)	

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MBD 1 INVITATION TO BID

You are hereby invited to bid for the requirements of the Mohokare Local Municipality

BID NUMBER: SCM/MOH/12/2024 DESCRIPTION: RENDERING OF PRE-PAID VENDING SYSTEMS AND SERVICES FOR A PERIOD OF THREE (3) YEARS CLOSING DATE: 18 OCTOBER 2024 CLOSING TIME: 14:00

The successful bidder will be required to fill in a written Contract Form (MBD 7) and sign a service level agreement

BID DOCUMENTS SHOULD BE DEPOSITED IN THE BOX SITUATED AT THE MUNICIPAL OFFICES OR MAY BE POSTED:

**MOHOKARE LOCAL MUNICIPALITY
HOOFD STREET
ZASTRON
9950**

Enclose the envelope with the contract number and the closing date.

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

The bid box is generally open 5 days a week (Monday to Friday), from 08:00 to 16:30.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED OR PHOTO COPIED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability and capacity to execute the contract
4. PPPFA & associated regulation
5. 80/20 preference point system

NB: NO BID WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER _____

POSTAL ADDRESS _____

STREET ADDRESS _____

CONTACT PERSON _____

TELEPHONE NUMBER CODE _____ NUMBER _____

CELLPHONE NUMBER _____

FASCIMILE NUMBER CODE _____ NUMBER _____

VAT REGISTRATION NUMBER _____

HAS ORIGINAL VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD2)?
YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/
SERVICES OFFERED BY YOU? (IF YES ENCLOSE PROOF)
YES/NO

SIGNATURE OF BIDDER _____

DATE _____

CAPACITY UNDER WHICH THIS BID IS SIGNED _____

TOTAL BID PRICE (R) _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY : Mohokare Local Municipality
 DEPARTMENT : Supply Chain Management
 CONTACT PERSON : Acting-Chief Financial Officer – Mr. V Litabe
 TEL NUMBER : +27 (051) 673 9600
 FAX NO. : +27 (051) 673 1550

ANY ENQUIRIES REGARDING THE TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON : Acting – Revenue Manager - Mr. D. Rannetla
 TEL NUMBER : 051 673 9600
 FAX NO. : 051 673 1550

**MBD 2 APPLICATION FOR TAX CLEARANCE AND TAX CLEARANCE
CERTIFICATE REQUIREMENTS**

**APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)**

1. Name of taxpayer / bidder _____

2. Trade Name: _____

3. Identification

Number

4. Company/Close

Corporation Registration
Number:

5. Income Tax Reference

Number:

6. VAT Registration Number:

7. PAYE Employer

Registration Number (if
applicable)

Signature of contact person requiring Tax Clearance Certificate: _____

Name: _____

Tel Number: Code: _____ Number: _____

Address: _____

Date: 20____/____/____

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICES (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND /OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE - OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

IT IS A CONDITION OF THE BIDDER THAT: –

1. The taxes of the successful bidder must be in order, or that satisfactory arrangement has been made with Receiver of Revenue to meet his/her tax obligations.
2. The attached form “Application for Tax Clearance Certificate” (in respect of bidders), must be completed in all aspect and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for the period of twelve (12) months from the date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance may invalidate the bid.
3. In bids where Consortia /Joint Venture / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the application for Tax Clearance Certificate are available at any Receiver’s Office.

MBD 4 DECLARATION OF INTERESTS

1. No bid will be accepted from persons in the service of the state.
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 allegation of favouritism, should be resulting bid, or part thereof, be awarded to person 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: _____

3.2 Identity Number: _____

3.3 Company Registration Number: _____

3.4 Tax Reference Number: _____

3.5 VAT Registration Number: _____

3.6 Are presently in the service of the state* YES/NO

3.6.1 If so, furnish particulars.

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

3.7.1 If so, furnish particulars

MSCM Regulations: "in the services of the state *means to be: -

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

3.8 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

3.8.1 If so, furnish particulars.

3.9 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 evaluation and or adjudication.
YES/NO

3.9.1 If so, furnish particulars.

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

3.10.1 If so, furnish particulars.

3.11 Are any spouses, child or parent of the company's Directors, Managers, principal shareholders or stakeholders in service of the state?
YES/NO

3.11.1 If so, 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 PROVES TO BE FALSE.

Signature

Date

Position

Name of Bidder

MBD 6.1 PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

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

PURCHASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for B-BBEE status preference points as well as a summary for preference points claimed for attainment of other specified goals.

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 POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

GENERAL CONDITIONS

1.1 The following preference points system are applicable to all bids;

- The 80/20 system for requirements with Rand value of up to R 50 000 000,00; and
- The 90/10 system for requirements with Rand value above R 50 000 000,00.

1.2 The value of this bid is estimated to not exceed R 50 000 000,00 and therefore the 80/20 shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE rating certificates, issued by either verification agency accredited by the **South African Accreditation System (SANAS)** or by registered auditors approved by the Independent or **Certified Sworn Affidavits**.

1.4 The points for this bid are allocated as follows:

	POINTS
1.4.1 PRICE	80
1.4.3 SPECIFIC GOALS	20

Separate Preference Points Claim Form will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3 (b) above.

Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

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

GENERAL DEFINITIONS

1.6 “**Acceptable bid**” means any bid which, in all respects, complies with specification and conditions of bid as set out in the bid documents.

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

1.8 “**B-BBEE status level of contribution**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment Act;

1.9 “**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, work or services.

1.10 “**Comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration

1.11 “**Consortium or joint venture**” means as association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

1.12 “**Contract**” means the agreement that results from the acceptance of a bid by an organ of state.

1.13 “**Specific contract participation goals**” means the goals as stipulated in the Preferential Procurement Regulation 2017. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of state to give particular consideration top procuring locally manufactured products.

1.14 “**Control**” means the possession and exercise of legal authority and power to manage the assets goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing his operations of the business.

1.15 “**Equity Ownership**” means the percentage ownership and control, exercised by individuals within an enterprise.

1.16 “**Management**” an activity inclusive of control and performed on a daily basis, by person who is principal executive officer of the company, by whatever name that person maybe ignited, and whether or not that person is a director.

1.17 “**Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

1.18 “**Person**” includes reference to a juristic person.

1.19 **“Rand value”** means the total estimated value of a contract in rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

1.20 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

1.21 **“Sub – contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.22 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

1.23 **“Trustee”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

1.24 **“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;

ADJUDICATION USING A POINT SYSTEM

1.24 The bidder obtaining the highest number of points will be awarded the contract.

1.25 Preference points shall be calculated after prices have been brought to a comparative basis.

1.26 Points scored will be rounded off to 2 decimal places.

1.27 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points of specified goals.

POINTS AWARDED FOR PRICE SYSTEM

1.28 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where:

P_s = Points scored for price of bid under consideration

Pt = Rand of bid under consideration
Pmin = Rand value of lowest acceptable bid

MBD 6.1

POINTS AWARDED FOR ATTAINING THE B-BBEE STATUS

1.29 The 80/20 preference point system for acquisition of services, works or goods up to a Rand value of R50 million

Points will be awarded for attaining the B-BBEE status level of contribution in accordance with the following table below:

B-BBEE Status level of contributor	Number of points
1	10
2	8
3	6
4	4
5	2
6	2
7	2
8	2
Non-compliant contributor	0

- (i) A maximum of 20 points may be allocated in accordance with the table above.
- (ii) The points scored in respect of B-BBEE contribution contemplated in the table above will be added to the points scored for the price.

1.30 The 90/10 preference point system for acquisition of services, works or goods above Rand value of R50 million

Points will be awarded for attaining the B-BBEE status level of contribution in accordance with the following table below:

B-BBEE Status level of contributor	Number of points
1	5
2	4
3	3
4	2
5	1
6	1
7	1
8	1
Non-compliant contributor	0

- (i) A maximum of 10 points may be allocated in accordance with the table above.
- (ii) The points scored in respect of B-BBEE contribution contemplated in the table above will be added to the points scored for the price.

BID DECLARATION

Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

1. B-BBEE STATUS CLAIMED IN TERMS OF PARAGRAPH 2.3 ABOVE.

B-BBEE Status level of contributor	Number of points claim

2. Specific Goals.

Specific Goals	Number of points claim
BBBEE	
Local Area of service	
Within the boundaries of Mohokare Local Municipality = 10	
within the boundaries of Xhariep District= 6	
Within the boundaries of Free State = 4	
Outside the boundaries of the Free State =2	

.....

MBD 6.1

DECLARATION WITH REGARD TO B-BBEE

1.31 Name of firm : _____

1.32 VAT Registration number : _____

1.33 Company Registration number : _____

TYPE OF FIRM

- Partnerships
- One-person business / sole trader
- Close Corporation
- Listed Company
- (Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

MUNICIPAL INFORMATION

Municipality where business is situated: _____

Registered Account No.: _____

Stand No.: _____

CONSORTIUM / JOINT VENTURE

1.34 In the event that preference points are claimed for B-BBEE by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the B-BBEE Status.

Name of Company (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the Company

1.35 I/We, the undersigned, who warrant that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I/we acknowledge that:

- (i) The information furnished is true and correct.

- (ii) The Equity ownership claimed is 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 paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy-
 - (a) recover costs, losses or damages incurred or suffered as a result of that person's conduct; and
 - (b) cancel the contract and claim any damages suffered as a result of having to make less favourable arrangements due to such cancellation;

MBD 6.1

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:

.....

.....

.....

BID ADVERTISEMENT



Call for Bids

RENDERING OF PRE-PAID VENDING SYSTEMS AND SERVICES FOR A PERIOD OF THREE (3) YEARS

Mohokare Local Municipality wishes to invite bidders for the above mentioned tender.
The minimum specifications are detailed in the bid document.

Tender documents are obtainable at Municipal website and E-Tender portal

Closing: 04 OCTOBER 2024
Contact Person for queries:

Acting-Chief Financial Officer – Mr. V Litabe

Instructions dealing with the depositing of bids:

Address bids to:

Mohokare Local Municipality
Hoofd Street
ZASTRON
9950

and endorse the envelope with the contract number and the closing date.

Please note:

1. Late bids, telegraphic bids or bids sent by fax will not be considered.
2. The lowest or any bid will not necessarily be accepted and the Municipality reserves the right to accept where applicable a portion of any bid.
3. Section 217 of the Constitution of the Republic of South Africa requires an organ of state to contract for goods and Services in accordance with a system which is fair, equitable, transparent, competitive & cost effective.

4. This Supply Chain Management Policy of the Municipality has been drawn up to give effect to these principles and Preferential Procurement Legislation, and furthermore comply with the provisions of the Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003) and regulations promulgated in terms thereof.
5. Bids that are invalid, non-responsible in terms of Clause 7.2.14 of the Supply Chain Management Policy will be disqualified at the opening of the bids.
6. Bid documents must be deposited in the bid box not later than **14H00** on the closing date (18 OCTOBER 2024)

Mr. M Mohale
Acting Municipal Manager

BID SPECIFICATIONS

RENDERING OF PRE-PAID VENDING SYSTEMS AND SERVICES FOR A PERIOD OF THREE (3) YEARS

SCOPE OF WORKS

1. INTRODUCTION

Mohokare Local Municipality herewith invites proposals for a pre-paid vending system / solution that will be fully integrated with the Mohokare Local Municipality's existing financial system and applications and function on the existing electronic infrastructure. The period of appointment will be for a period of 3 years.

Bids from suitable service providers will be evaluated according to the set criteria as set out in this document.

2. DESCRIPTION OF THE SERVICES REQUIRED

The scope of the contract as detailed in this specification is as follows:

The supply, delivery, installation, training and commissioning of the most optimal vending solution for STS meters, including a cloud based back-end, billing system integration and distributed 3rd party 24-hour vending, offered by the tenderer within the framework and performance specification as detailed in this document.

Stand-by and support required as detailed in this document. Disaster recovery and business continuity, as specified.

3. REQUIREMENTS

a. USE OF REASONABLE SKILL AND CARE

In applying the scope of work it is expected of the service provider(s) to render services that commensurate with the highest expectations of professionals in the industry and to ensure that all legislative requirements are met.

It is expected of the service provider to take ownership of the project and to facilitate a process that commensurate with the integrity of the municipality as a public institution to ensure successful completion of project within budget estimates and time frames.

It will also be required of the service provider to report back at project management team meetings and to contribute to reports on the process progress and outcomes to the relevant officials and/or committees if need be.

It will be required of the service provider to prepare a detailed phased project program for the project within 2 weeks of appointment. This must include system testing and user acceptance. The Service Providers are required to acknowledge the dynamics of proper planning for the practical completion of the project. The completion of the project will be within three (3) months after allocation of the tender.

4. NORMATIVE REFERENCES

The solution offered must be compliant with SABS 1524, the STS Specifications and SABS IEC 1036. The following standards reflecting in the table underneath contain provisions which through reference in the SABS 1524 constitute provisions of this specification.

SABS 1524-1:1994	Single-phase electricity dispensing systems, Part 1: Electricity Dispensers.
SABS IEC 1036:1990	Alternating-current static Watt-hour meters.
NRS 009-4-2:1994	National electricity meter cards and associated numbering standards section two national electricity meter number. (Replacing MCI57).
MC 115	National electricity meter card specification for ED's (will be replaced by a NRS spec in future)
IEC 62055-41/51/52	Standard transfer specification edition 2, STS600-8-6
ESKOM XMLVend 2.1	Eskom's specification for standardization of vending client/server protocols
NRS 009-1:1994	Electricity Sales Systems Part 1: Glossary system overview. Preferred requirements for applications in the electricity supply industry.
IEC 62055-xx	Electricity Payment Metering Systems
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
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
IEC 61970-301	CIM (Common Information Model) Standard

5. DETAILED SPECIFICATION OF VENDING SYSTEM

a. SYSTEM CONFIGURATION

In making an assessment of the hardware, software, network infrastructure availability and requirements at each of the current vending offices, the tenderer shall keep in mind the system configuration required by the Mohokare Local Municipality and utilize the current infrastructure belonging to the Mohokare Local Municipality. It remains the responsibility of the tenderer to ensure compliance to the tenderer's minimum requirements.

The vending system must be TCP/IP compliant and functional over Ethernet on a LAN/WAN environment. WIFI, GPRS, ADSL and Diginet lines must also be accommodated.

The vending solution offered by the tenderer must be capable of managing and vending to Electricity STS meters from a common platform and user interface. A single consumer record must have the capacity to have Electricity meters linked to it.

A hosted database configuration set is required with standby disaster recovery capability for business continuity.

A disaster recovery plan shall be provided with all necessary hardware and infrastructure utilised.

Assurance of business continuity in the event of a catastrophic systems and / or communications system breakdown in the Municipal environment must be provided. A description of associated redundancies built in to the offered solution must also be provided. The system should have the capacity provide for a monthly update of a local database copy in the Blue Crane Route Municipality premises if and when required.

1.1. PHYSICAL LOCATION OF SERVERS AND WORKSTATIONS

The configuration envisaged by the municipality is one where the management and vending server(s) will be located off-site in a high availability environment with redundant power and connectivity. Full disaster recovery and business continuity will be provided for.

Vending workstations (credit dispensing units) will be required at each of the vending offices. The system must not be limited to existing workstations and locations.

1.2. SYSTEM CAPACITY

The system shall be designed to ultimately accommodate a minimum of 8650 consumers/meters. The system shall have the capacity to retain a five (5) year transaction history (estimated 10 million transactions) in the live database and older transactions in an archive database. Any system limitations shall be indicated by the tenderer.

6. PERFORMANCE SPECIFICATION

A full and detailed functionality description of the system shall be provided by the tenderer.

The tenderer shall not focus on provisioning of computer hardware since the Mohokare Local Municipality will use existing infrastructure where possible. For this reason, it is also imperative that tenderers should be quite clear on where the Mohokare Local Municipality's hardware and/or networks lack the capability and/or capacity to function properly with the system proposed by the tenderer and the tenderer should indicate the cost of additional or replacement infrastructure.

A detailed graphical drawing depicting the proposed network and system layout must be drafted to clarify and indicate solution functionality. Should changes be required, full specifications and pricing must be provided. The system proposed by the tenderer should at

least make sure that: Different servers are utilized for different applications such as:

Database functions

Management applications

Transactions

Encryption / Security

Disaster recovery

The vending solution should be designed to use a relational database and run as a client server application on a LAN or a WAN. It should be able to run under the Windows Server 2012 and at least Windows 8 operating systems. The network for the vending solution is Ethernet. The network protocols shall be TCP/IP and be able to operate real-time over GPRS / 3G / EDGE / HSDPA / GPRS / WIFI / ADSL / Diginet as available in certain areas in the on-line mode

In order to simplify the third party integration, process the system will comply with Eskom XMLVend 2.1 (or later). It would be preferred that the system is native XML i.e. that there is no translation interface between the system and an XML client and that all client/server interfaces are based on the XML standard.

The system shall be a single database solution which from which both management functions and vending take place for all meter and utility types. All updates to customer data must be immediately available at vending terminals and all transactions made at all sales outlets must be immediately available for reporting on.

The vending terminal solution shall be web based or a web application which automatically updates from the host server should updates be posted. Security and data encryption will be provided by mutually authenticated SSL between the vending terminal and the server.

The solution should have the capability to provide pre-paid vending services over the internet/intranet. Customers should be able (should the Mohokare Local Municipality wish to activate these options) to purchase prepaid services either via the Internet or a cell phone as follows: A registered service on the web where the customer registers for the service. This includes providing the required financial information and then simply authenticating on every transaction. The Mohokare Local Municipality's vending and credit management rules must still be applicable and transactions must be made against the Mohokare Local Municipality local vending system not an offline copy.

The system should cater for integration to vending mechanisms such as automatic cash handling machines, self-service terminals and other third-party vending networks by providing an API specification to the alternate provider. The tenderer shall assist with integration testing.

The solution shall be able to function on low-bandwidth requirement between remote vending points (credit dispensing units) and the central prepaid system (system master station) and optimized to run over networks (such as GPRS), with the maximum packet size being minimal and clearly indicated. GPRS / WIFI / ADSL / DIGINET connection points should be created on the Mohokare Local Municipal infrastructure to directly serve transactions on this type of networks.

The vending system shall cater for integration with the systems / applications in use. The Mohokare Local Municipality uses **MunSoft** as the financial system. The nature of the

integration catered for must include periodic bulk export / import of arrears balances / collections to / from the billing system and be mSCOA compliant.

The system must cater for storage of all information to comply with financial services regulations (e.g. the storage of all sales/vending transactions).

The vending system will provide a web-based interface to allow for management functionality and reporting over the Mohokare Local Municipal Intranet and internet. Connections will be secured by mutually authenticated SSL between the management terminals and the web server. The standard Microsoft Internet Explorer will be used for this. The system must ensure that the program supports the latest version of Microsoft Internet Explorer and always keep up with updates by Microsoft. The currently deployed version of Microsoft Internet Explorer is IE8.

Tamper monitoring and specific technologies to effect notifications in this regard should be catered for in the solution.

7. SYSTEM / OPERATION REQUIREMENTS

GENERAL

The administrator(s) must have the option to link directly into the server from their offices for e.g. management, reports, etc. Maintenance staff must have the option to link into the system over a 3G data connection from remote locations to perform customer maintenance functions. All licenses required must be clearly defined and a list provided with license cost. All limitations must clearly be indicated.

All current data on the current vending systems used by the municipality must be catered for on the proposed vending system. The last 3 years' data must be migrated into the proposed vending system from the current vending system.

ACCESS

It must be possible to allocate access rights into the system into users and user groups. Access rights allocations shall be transferred during the data migration process and distributed throughout the system. The vending system must allow for activation of password ageing functionality. If this function is activated, the password of the particular user shall expire after a definable amount of time. Early password expiry warnings must be available. In addition, a concurrent log-in limit for log-in attempts is also required. User IDs not used or disabled permanently must not be able to be removed from transaction history data. A full audit trail on user IDs and movement must be kept. Access rights must be configured by the Mohokare Local Municipality.

ARREARS

The vending system offered by tenderer shall make it possible for the municipality to deduct arrears from moneys tendered by consumers to purchase pre-paid electricity. The vending system must be able to define within the applicable arrears scheme and/or credit control policy of the municipality different arrears recovery categories/indexes. Within each category/index, the system shall allow for various recovery alternatives. This must be included and enforced in

all electricity dispensing strategies and/or systems, inclusive of third party vending systems. The system shall allow for at least:

- Fixed percentage of transaction recovery
- Availability charge recovery on a monthly or daily basis
- Full arrear payment recovery
- Partial or percentage-based arrear recovery and limited sales

BLOCKING

The vending system offered by the tenderer will allow for profiled blocking of purchases by customers based on arrears balances in specific account types. Blocking will be configurable by account type and will allow for either no sales or limited monthly sales to customers with arrears balances.

Customers with shared service accounts will all be unblocked simultaneously when any one blocked account is paid in full.

mSCOA / DEBT RECOVERY

The service provider must indicate their approach to the requirements of mSCOA with respect to data exchange between systems. The service provider must provide proof of at least one on-line integration with a billing system where arrears balances are updated and transactions are posted to the billing system real-time.

ENGINEERING

The system must make provision for the generation of all STS engineering vouchers directly from the management terminal and these vouchers can be printed, viewed (without printing) or sent via SMS.

An integrated Android smart phone-based Audit and Engineering application must be provided. The application must allow for the on-line audit of meters, issuing of engineering tokens, online TID updates and for field meter replacements with an audit trail including GPS coordinates.

FREE ISSUES / REPLACEMENT TOKENS

The vending system should allow the issuing of vouchers free of charge with the requirement to add reasons and free text notes to each issue.

KEY MANAGEMENT

The vending system must support the upload of key management files (KMF) into the system database to configure and connect encryption devices, for STS encryption algorithms. This can be used to load details of new area keys into the encryption device.

STS certification is required for Key Management and Engineering tokens and must include both STS Electricity and Water certification. Certification must be STS edition 2, and security modules in use must be the Prism STS-6 type module.

UP-FRONT VENDING

The vending system should allow a limit for the amount of credit that any individual terminal or group of terminals in the system can issue without re-authorization. This amount can be defined per terminal.

The credit update of a terminal must be done by a supervisor (or another user with appropriate access rights) updating the credit limit via the management interface. All updates will be recorded; the records will include the previous credit balance and the user identity, the date and time of the update and a reference field with free text entry. The update will automatically print for audit purposes.

Electricity token limits will be set at terminal group level. These limits may be exceeded by operators with the input of a password to confirm the transaction value.

MESSAGES

The vending system should allow the utility to define voucher messages that are printed at the bottom of the printed voucher. The municipality must have the option to change the messages according to requirements.

REGISTRATION

The vending system must be able to track any historical connections between the meter, point of connection and the consumer.

VENDING

Vending to a consumer shall only be possible when a point of connection and meter are linked to the consumer and a tariff has been selected. The customer must still be able to make payments although blocked for pre-paid sales.

Should the information on the database differs from the information on the meter card, no token must be generated.

SEARCH AND FILTER

The vending system should support full search for the following items in registration:

Consumer surname, first names, ID number, postal address details, comments, blocking codes, account number, point of connection, meter serial number.

All of these searches can be incremental searches or full word searches. Once the search

criteria are entered, the system must display the first record matching the search condition or the closest field at any one time for the search.

REPORTS

The vending system should support a set of standard reports and the capability to customize and / or create new Reports. The tenderer undertakes to add or alter reports according to the needs of the Municipality for at least the first six months free of charge.

Reports in the vending system must be able to be previewed before printing. Printer selection and formatting according to operating system availability must be supported. Exporting of all reports to at least Excel or PDF must be supported. The standard reports required should include:

Standard operator reports

- Operator actions between dates grouped by date
- List of all users registered on the system
- List of all the user's groups and their functions
- List of all the groups and their respective functions

Standard consumer reports

- Number of consumers registered by town between dates
- List of POC'S grouped by system area code
- List of all STS meters registered on the system
- List of towns registered on the system
- List of disconnected meters by POC between dates
- List of disconnected meters by disconnect reason between dates
- Consumer information for POC'S
- Total new connections per town
- Total installed meters per town
- Meter replacements per town
- All consumers in alphabetic order

Standard transaction reports

- List of transactions grouped by date between dates
- Sum of transactions grouped by transaction type and tariff
- List of credit and debit card transactions between dates
- Total electricity bought between dates by consumer

- Free issues between dates per meter
- Cheque List between dates
- Low purchases of electricity over a specified period
- Reversals between dates
- Summary of all end of shifts for a user between dates
- All transactions for a meter between custom dates
- Arrears owed by consumer
- Daily cash reconciliation report
- Low consumption report
- Indigent high purchase report

Total sales by town
Total sales by operator
All transactions for one shift on one user
Shift details for one user
IBT customer purchase breakdown with graph
IBT month sales analysis by Tariff Class

Engineering Reports

Current power limit for a meter
Current power limit for all meters
Audit trail on Amperage changes

Statistical Reports

Monthly Management reports
Year-end roll-over reports
Ad-hoc reports as required by Auditor General

SOFTWARE

The vending system should be able to use/support the Windows 10, or earlier software / operating systems

TARIFFS

The vending system must support the use of vending based tariffs. The system must cater for pre-defined tariffs by date to be created in advance. Tariff structure of current vending systems must be accommodated.

Meter Tariff Index and Customer Tariff Class must not be linked in the system in order to avoid key changes when tariffs are changed, for instance from an Indigent to Domestic tariff.

BLOCK TARIFFS

A block tariff module or stepped tariffs must be able to be defined.

VAT

The vending system shall support the use of vending based VAT where the VAT is calculated at the time of vending.

SECURITY

The vending system interconnections shall be secured with mutually authenticated SSL certificates. The tenderer must describe the process of issue and management of these certificates. Passwords must meet the Auditor General's requirements in terms of complexity and expiry. An optional One Time Pin for system administrators must be provided for.

ACCOUNT PAYMENTS

In vending, it should be possible to pay off arrears amounts or portions thereof separately from the purchase of actual electricity.

The solution shall also allow for debtor payments and sundry payments if and when required by the Mohokare Local Municipality. This functionality will allow and provide Mohokare Local Municipality the capability of collecting account payments, arrear amounts as well as sell pre-paid services.

The business rules of the municipality will apply at all times. Current account amounts, arrear amounts, linked account amounts and blocking codes will be transferred from the financial system to the vending system.

The system must make provision for capturing of debit- and credit cards payments and cancellation of payments (not tokens). Cancellation options must be linked to access rights.

NOTE: The debit card and credit card options must be configurable for each workstation.

The system must work in such a manner that the pre-paid electricity sales as well as the account payment amount be deducted from the credit amount on the dispensing unit.

The system must make provision for account payments on conventional meter accounts and rates accounts.

The cashier must be warned before a transaction is finally accepted.

The system must allow the cashier different search options but at least the following:

- Swipe meter card
- Manually key in meter number
- Manually key in billing account number

VENDING AMOUNTS

For each workstation in a vending system, a list of predefined typical purchase amounts must be able to be setup individually.

THIRD PARTY VENDING

The service provider must be integrated with third party vending providers in order to provision the Municipality with a broad-based third-party footprint to sell prepaid utilities locally and nationally.

The footprint must include retail chain stores, banks, petrol stations web based sales using credit card and/or EFT, and non-retail vendors. The service provider must indicate the process and cost, if any, of deploying additional footprint with non-retail (informal) vendors to areas where there is deemed to be insufficient coverage.

The service provider should indicate the process that they use to deal with non-retail (informal) vendors that are over-charging customers.

The service provider must describe in detail their remittance process where monies collected are paid across to the municipality. This must include payment schedules and administration requirements.

A list of vending sites or proposed vending sites, retail stores and banks that will be made available must be provided. Only one level of aggregation is allowed; no sub-

aggregators shall be enabled in order to control the vending footprint effectively. Please note: the municipality will not allow voucher-based vending to its customers. A supporting letter from the aggregator(s) is required.

TID ROLLOVER

The service provider must supply a detailed plan for the deployment of STS6 and the STS TID rollover with options for deploying the key changes and describe any challenges that may be faced during the process bearing in mind that the municipality may be consolidating from multiple active SGC's during the TID key change process. Additionally, references from 3 municipalities where an active TID update programme is underway must be provided.

The system must be certified for at least STS Edition 2. Proof to be provided with the STS certificate.

CUSTOMER DATA MANAGEMENT, REVENUE PROTECTION SERVICES AND ACTIVE TID ROLLOVER

The successful tenderer must assist the municipality with Data management and Revenue protection for the whole municipal area

This must include the following:

- Data and Revenue protection sweep audits
- Data and Revenue protection targeted audits
- Data and Revenue protection remedial actions
- Data analysis and interrogation
- Maintenance of continuous quality and accuracy updates to existing system data including GIS coordinates of meters audited.
- Provision of detailed reference database
- Spatial analysis and Geographical presentations of all audits through GIS techniques

Service provider 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) are preferred.

Active TID Rollover

The service provider must supply a detailed deployment plan for the field update of the STS TID rollover,

The service provider must describe and be ready to demonstrate the required field service tool to be used as a part of the key change process should the municipality appoint contractors and/or the service provider to deploy the key changes as part of the revenue protection process.

IMPLEMENTATION AND COMMISSIONING

The tenderer shall be responsible for the conversion of current Mohokare Local Municipal system data, static as well as historical transaction as well as all meter related data to the new system of which the cost must be included in the proposal.

SYSTEM CHANGES AND ENHANCEMENTS

The tenderer shall indicate corporate policy requirements on system enhancements and changes, including mSCOA compliance and the upcoming key rollover.

8. SYSTEM SITE VISIT/DEMONSTRATION

The Mohokare Local Municipality retains the right to request a full system demonstration and/or site visit. The tenderer undertakes to arrange as such. A full list of current system users with contact details should be supplied by the tenderer. The municipality reserves the right to contact any of these users and the tenderer undertakes to arrange a site visit to any user(s) as indicated by the Municipality within a specified timeframe as agreed on.

9. CUSTOMER REFERENCES

The tenderer must supply at least five reference letters from other Municipalities confirming that the tenderer provides them with prepayment hosted online-vending services, third party vending via a broad based footprint and also arrears collection via data exchange with the Municipality billing system. The letter must confirm the period that the tenderer has been providing the service to the Municipality.

The Mohokare Local Municipality will contact one or more of the tenderer’s reference clients during the tender evaluation period. Please provide contact names and details of the individuals who should be contacted in this regard.

Contact with reference clients will be arranged through the tenderer, but Mohokare Local Municipality reserves the right to conduct these information sharing sessions without representatives from the tenderer being present.

10. COMPLIANCE SCHEDULE

No.	Question	Yes / No	Comments
1	Does the system comply with all the STS specifications as listed in the tender? STS certificate to be supplied.		
2	Is the STS certificate in the name of the bidding company?		
3	Does the system allow for configuration by the municipality for various system requirements?		

4	Is a list of system limitations attached?		
5	Is a full, detailed functionality description of the system attached?		
6	Is there a detailed strategy for the upcoming TID rollover included with an indication of cost to the Municipality?		
7	Is a detailed graphical drawing of the proposed network and system attached?		
8	Is a detailed disaster recovery plan attached?		
9	Is a comprehensive 3rd Party payment remittance process attached?		
10	Are different servers utilized for the different applications e.g. transaction server, management server, etc.?		
11	Is this a single database solution with no data transfer or replication required?		
12	Does the system have the capability to provide pre-paid services to Electricity and Water customers using a single interface? Does a single Customer record have the ability to link to multiple meter account types?		
13	Does the system integrate to other vending mechanics such as automatic cash handling machines, self-service terminals and other third party options using Eskom XMLVend as an interface language?		
15	Is the system native XML or does it require a translation interface for XML based vending?		
16	Does the system allow for convenience charges to be charged at specific vending outlets over specific periods		
17	Does the system provide for integration to the other systems in use at the municipality through the following options: periodic bulk export/import/registration of data/meter to and from other business systems, on-line real-time per transaction synchronization of data? Have the requirements of mSCOA been addressed in the offer?		
18	Does the system comply with financial services regulations regarding storage of data?		
19	Does the system provide WEB integration for management functionality and reporting? Specify what standard will be used.		

20	Can the administrators log into the servers directly from their offices? Can admins log in remotely over the internet?		
21	Is a list of license requirements with limitations attached?		
22	Does the system provide for smart metering?		
23	Does the system provide for access rights into the system for uses and groups?		
25	Does the system provide for user ID disabled or removed to remain in history transaction data?		
26	Does the system provide for arrear recovery in line with the credit control policy of the municipality?		
27	Does the system provide for at least the following arrear recovery alternatives: fixed percentage of transaction recovery; service based recovery; full arrear payment recovery; partial arrear payment recovery with limited electricity sales?		
28	Does the system provide for “free issues” (EBSST token) to specific customers like indigents?		
29	Does the system allow a “free issue” (EBSST token) to indigents without having to purchase electricity or pay arrear amounts even if system is set to full arrear recovery?		
30	Does the system print “duplicate invoice” or “copy invoice” on a receipt if the “free issues” (EBSST token) is requested more than once in a calendar month?		
31	Does the system allow the generation of all engineering tokens directly from the system master station?		
32	Does the system allow all engineering tokens to be either printed, viewed without printing or sent through SMS?.		
33	Does the system support all the different types of engineering vouchers as specified in the tender?		
34	Does the system provide for up-front vending?		
35	Can the abovementioned amount be defined per client connection.		
36	Does the system provide for messages at the bottom of the token voucher which can be changed by the municipality according to the municipality’s requirements?		
37	Does the system keep all historical connections between the meter, point of connection and the customer?		
38	Does the system allow vending when a point of connection, meter or tariff is not linked to a customer?		

39	Does the system allow payment of accounts although a blocking code is active that does not allow the customer to purchase pre-paid electricity tokens?		
40	Does the system provide for at least the standard reports as stipulated in the tender?		
41	Does the system allow for preview of reports before printing?		
42	Does the system support the use of vending based tariffs?		
43	Does the system provide for pre-defined tariffs by date to be created in advance?		
44	Does the system accommodate the current vending structures of the municipality?		
45	Does the system support IBT (stepped tariffs)?		
46	Does the system support vending based VAT that is calculated at time of vending?		
47	Does the system provide for batch numbers to follow sequentially and print a breakdown of all money received separately?		
48	Does the system provide for the payment of arrear amounts, current amounts or linked account separately from purchasing pre-paid electricity tokens?		
49	Does the system provide for the cashier to enter the full amount from which the arrear amount will automatically be deducted and the remainder of the money will then automatically be allocated towards pre-paid electricity sales?		
50	Does the system make provision to warn the cashier before finalizing any transaction?		
51	Does the system provide for integration of historical data?		
52	Is a list of current system users with full contact details supplied?		
53	Was an assessment of current infrastructure done and an optimum solution recommendation attached?		
54	Is the system TCP/IP compliant and be able to operate real-time over Ethernet on a LAN/WAN/WIFI/GPRS/3G/EDGE/HSDPA/ADSL/DIGINET environment as available in certain areas?		
55	Does the system support vending stations running on at least Windows XP?		
56	Are all communications between client and server secured by mutually authenticated SSL certificates?		

55	Is provision made for periodic data synchronization with an off-line database in the municipal environment?		
57	Does the system support the latest version of The standard Microsoft Internet Explorer and always keep up with updates by Microsoft.		
58	Does the system function under low-bandwidth requirements with minimum packet size? Please specify the band-width.		
59	Is there an aggregator support letter attached?		
60	Is there confirmation of on-line billing system integration attached?		

11. FUNCTIONALITY

Item	Description	Value	
1.	Single interface, integrated multi-utility system vending for electricity	20	<p>Full Comprehensive description and STS approval (15 points)</p> <p>Description and STS approval (10 points)</p> <p>No description and or STS Approval (0 points)</p>
2.	Broad based third-party vending footprint provided to municipalities including retail, banks, informal sector and web vendors and Hosted on-line vending provided to municipalities	40	<p>5 or more (40 points)</p> <p>3-4 (25 points)</p> <p>1-2 (10 points)</p> <p>No experience (0 points)</p>
3.	<p>Detailed Mscoa Implementation approach</p> <p>Mohokare Local Municipality current Financial System is (MunSoft)</p>	20	<p>Comprehensive implementation approach with financial system (20 points)</p> <p>No experience (0 points)</p>

4.	Disaster recovery and business continuity plan	10	Comprehensive plan (10 points) Just a plan (5 points) No plan (0 points)
5.	Mobile Engineering application of field staff	10	Comprehensive Tool (10 points) No tool (0 points)

Bidders will be considered function with a minimum score of 80 points or more. Bidders with a score of less than 80 will be considered non-functional

12. Bill of Quantities

Once Off Fee

Item	Description	Rates (VAT Inclusive)
1. System Setup		
2. Data Migration		
3. Development and Data Cleansing		
4. Web Services Based Integration		

Monthly Commission Fee

1	Vending of prepaid electricity tokens and the revenue collection thereof. (% inclusive of VAT on face value of tokens vis system)	
2.	Bill payment services per transaction collected through third party (% inclusive of VAT)	
	Total (%)	

Financial Evaluation will be done on the Once off fee and the monthly commission fee, the two will be combined together.

SECTION A

YOUR MAIN CONTROLLING COMPANY

Supply information regarding the following

1. NAME

2. ADDRESS

3. SHAREHOLDERS of your controlling Company

(Indicate extent of shareholding especially shareholding of previously disadvantaged groups in your Controlling Company)

4. DIRECTORS

Initials & Surname	ID Number	Citizenship	B-BBEE Compliant Yes/No

5. MANAGEMENT STRUCTURE

Kindly supply information regarding positions held by Black people as defined in the B-BBEE act. * **DEFINITION** "Black People" is a generic term which means Africans, Coloureds and Indians

CONTRACT FORM – RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number..... at the price/s quoted. My Offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax Clearance Certificate
 - Proof of banking
 - Municipal rates and taxes
 - Registration documents
 - Pricing schedule(s)
 - Filled in task directive/ proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2022
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (Specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the

price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES
1.
2.
DATE:

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. Iin my capacity asaccept your bid under reference numberdated for the rendering of services indicated hereunder and/ or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 days after receipt of an invoice.

Description of service	Price (VAT Incl.) R	Completion date	Preference Points claimed for B-BBEE status

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT..... **ON**.....

NAME (PRINT).....

<p align="center">WITNESS</p> <p>1.</p> <p>2......</p> <p>DATE:</p>

SIGNATURE&MUNSTAMP

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

1. This Municipal Bidding Document forms 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 bidders may be rejected if that bidder or any of its directors have:

- (a) Abused the municipality's/municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- (b) Been convicted for fraud or corruption during the past five years;
- (c) Wilfully neglected, reneged on or failed to comply with any government, municipal or other sector contract during the past five years; or
- (d) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention; and Combating of Corrupt Activities (No 12 of 2004)

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

Item	Question	Yes	No
4.1	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 person's by the National Treasury after the audi alteram partem rule was applied).		
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, number (012) 326 5445.		
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?		
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?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and 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?		
4.5.1	If so, furnish particulars:	Yes	No

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - (a) take all reasonable steps to prevent such abuse;
 - (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - (c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ **(Bid Number and Description)**

in response to the invitation for the bid made by:

_____ **(Name of Municipality)**

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

I certify, on behalf of:

_____ that:

(Name of Bidder)

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

communication between partners in a joint venture or consortium will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

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

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

.....

Position

.....

Date

.....

Name of Bidder

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

CONTRACT NO: SCM/MOH/12/2024

RENDERING OF PRE-PAID VENDING SYSTEMS AND SERVICES FOR A PERIOD OF THREE (3) YEARS

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

RENDERING OF PRE-PAID VENDING SYSTEMS AND SERVICES FOR A PERIOD OF THREE (3) YEARS

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAXIS

.....
..... rand [in words]; R [in figures],

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

Signatures (s)

Name(s)

Capacity

.....
[Name and address of organisation]

Name and signature
Of witnessDate.....

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in the Agreement and in the Contract that is subject of this Agreement.

The terms of Contracts are within the Tender Document.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange to the delivery of any bonds, guarantees, proof of insurance and other documentation to be provided in terms

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

Signatures (s)

Name(s)

Capacity

.....
[Name and address of organisation]

Name and signature
Of witness Date.....

GENERAL CONDITIONS OF BID

1. INTERPRETATION

The word “Bidder” in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word “Municipality” in these conditions shall mean the Mohokare Local Municipality.

2. EXTENT OF BID

This contract is for the **RENDERING OF PRE-PAID VENDING SYSTEMS AND SERVICES FOR A PERIOD OF THREE (3) YEARS**

3. CONTRACT TO THE BINDING

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfillment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the Council and the Municipality against all risks or claims which

may arise. It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

7. SIGNING OF DOCUMENTS

Bidders are required to return the complete set of documents duly signed.

8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the bid document.

8.1 PENALTY PROVISION

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfill the contract; or
- [c] Fail or refuse to fulfill the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favorable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

9. VALUE ADDED TAX

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

10. PRICE ESCALATION

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, whichever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

11. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

12. SAMPLES

Sample for items on the bill of quantities are required for evaluation purpose.

13. DURATION OF THE BID

It is envisaged that the successful Bidder will be appointed within the 90 (ninety) days of the tender validity and will be required to deliver within 21 days upon appointment.

14. DELIVERY PERIODS

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Municipality on the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

15. CLOSING DATE / SUBMITTING OF BIDS

Bids must be submitted in sealed envelopes clearly marked ***“RENDERING OF PRE-PAID VENDING SYSTEMS AND SERVICES FOR A PERIOD OF THREE (3) YEARS”*** the Bid must be deposited in the bid box, Mohokare Municipal Offices, Hoofd Street, Zastron, by no later than 14H00, **18 OCTOBER 2024 (14h00)**. Thereafter bids will be opened in public.

Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bidders will not be considered.

16. BID ENQUIRIES

Supply Chain related queries : Senior Supply Chain Accountant
Mr. T. Lebete 064 472 2549
thabiso@mohokare.gov.za

Technical related queries : Acting Revenue Manager
Mr. D Rannetla (051) 673 9600
diphapang@mohokare.gov.za