



PRINCE ALBERT MUNICIPALITY

Tender Notice

TENDER NUMBER: 20/2025
TENDER DESCRIPTION: PROVISION AND ADMINISTRATION OF AN ELECTRICITY AND WATER PREPAYMENT VENDING SYSTEM FOR A CONTRACT PERIOD OF 5 YEARS, FOR THE PRINCE ALBERT MUNICIPALITY
CLOSING DATE & TIME: 22 APRIL 2025 @ 13H30

Prince Albert Municipality hereby invites formal tenders for the **PROVISION AND ADMINISTRATION OF AN ELECTRICITY AND WATER PREPAYMENT VENDING SYSTEM FOR A CONTRACT PERIOD OF 5 YEARS, FOR THE PRINCE ALBERT MUNICIPALITY**. Tender documents are available at no charge from the Prince Albert Municipality Website at www.pamun.gov.za (Website navigation is as follow: Procurement, Tenders available). **Tender documents will be available from 24 March 2025 at 12h00.**

Alternatively, a hard copy set of tender documents can be obtained from Ms. Christa Baadjies (Finance Division, Thusong Centre, Prince Albert, 6930) during office hours (Monday-Thursday, 07h30 to 16h00) and Friday (07h30 to 15h30) at a non-refundable cost of R 200.00 (VAT Included), payable in cash at the cashiers at the Prince Albert Municipality's Finance Division or via EFT deposit in favour of the Prince Albert Municipality, ABSA Bank, Branch code 632005, and Account number 2640-5600-64. Reference to be used: **T20/2025** and company name.

Bids must remain valid for a period of one hundred and twenty (120) days after the closing date of the bid. Enquiries can be directed as follow:

TYPE OF ENQUIRY	CONTACT PERSON	CONTACT NUMBER	EMAIL ADDRESS
Bidding procedures and tender documents	Ms. Christa Baadjies	023 541 1668	scm@pamun.gov.za
Technical / Specification related Enquiries	Mr. Donovan Plaatjies	023 541 1668	donovan@pamun.gov.za

Bids must be submitted in sealed envelopes, clearly marked with the tender number and tender description. Bidders that fail to adhere to this requirement, will be disqualified at the bid opening. Late or unmarked bids will not be considered.

Telegraphic, telephonic, telex, facsimile, e-mail and late bids will not be accepted.

Bids must be deposited in the tender box at the Finance Division (Thusong Centre, Adderley Street, Prince Albert, 6930). The tender box will be open as follow:

Monday to Thursday: 07h30 and 16h00

Fridays: 07h30 and 15h30.

Bids will be opened in public immediately after the closing date at the Finance Division Boardroom (Finance Building, Thusong Centre).

This bid is subject to functionality scoring. Bidders must obtain a minimum functionality score of **40 out of 50 points (80%)** in order for the bid to be responsive. Bids that do not meet the minimum points for functionality as indicated, will be regarded as non-responsive, and will not be evaluated on price and preference points.

Bids will be evaluated according to the 80/20 preference points system. The bids are subject to the Council's Supply Chain Management Policy, the Municipal Preferential Procurement Policy, and the Preferential Procurement Regulations, 2022 (Government Gazette 47452, dated 04/11/2022). The General Conditions of Contract is also applicable. **Tenderers must be registered on the Central Supplier Database (CSD) if they wish to conduct business with the municipality.**

The preferential points system applied (80/20) in terms of the Preferential Procurement Policy are as follow:

PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
LOCALITY	10
TOTAL POINTS	100

The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS.

N. VAN STADE
Acting Municipal Manager
21 March 2025

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MUNICIPALITY
OF
PRINCE ALBERT

**PROCUREMENT DOCUMENT
TENDER 20 / 2025**

**PROVISION AND ADMINISTRATION OF AN ELECTRICITY AND WATER
PREPAYMENT VENDING SYSTEM FOR A CONTRACT PERIOD OF FIVE (5)
YEARS**

CLOSING DATE	22 APRIL 2025	CLOSING TIME	13h30
NAME OF BIDDER:			
ADDRESS OF BIDDER:			
CSD SUPPLIER NUMBER:	M	A	A A
TOTAL BID PRICE (INCL. VAT)			
B-BEE STATUS LEVEL OF CONTRIBUTION			
LOCALITY (Municipal Area / Province where the business is located)			
LOCALITY POINTS CLAIMED			
SIGNATURE OF PRINCE ALBERT MUNICIPAL OFFICIALS AT TENDER OPENING	1.		
	2.		

Take note: B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES.

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N. VAN STADE
Acting Municipal Manager
21 March 2025

TENDER 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:

Authority to Sign a Bid – is the form duly completed and is a certified copy of the resolution attached?	YES		NO	
MBD 2 (Tax Clearance) – is an ORIGINAL and VALID Tax Status Pin attached?	YES		NO	
Functionality scoring – Is the form duly completed and signed? Supporting schedules, documents, proof of experience and other information required (if functionality is applicable).	YES		NO	
Specifications – Is the form duly completed?	YES		NO	
MBD 3.1 (Pricing schedule) – Is the form duly completed and signed?	YES		NO	
MBD 4 (Declaration of Interest) – Is the form duly completed and signed?	YES		NO	
MBD 5 (Declaration for Procurement above R 10 million) – Is the form duly completed and signed?	YES		NO	
MBD 6.1 (Preference Points claim for purchases/services) – Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	YES		NO	
MBD 7.1 (Contract form – Purchase of Goods / Works) – Is the form duly completed and signed?	YES		NO	
MBD 7.2 (Contract form – Rendering of services) – Is the form duly completed and signed?	YES		NO	
MBD 7.3 (Contract form – Sale of Goods / Works) – Is the form duly completed and signed?	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 15 (Certificate of Payment of Municipal Accounts) – Is the form duly completed and signed? Are the Identity numbers and certified copies, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	YES		NO	
Attached Central Supplier Database (CSD) Report ?	YES		NO	

CERTIFICATION

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

Signed: _____

Date: _____

Name: _____

Position: _____

Tenderer: _____



MBD 1 - INVITATION TO BID

DETAILS OF TENDERER

NAME OF BIDDER:

TRADING AS:
(if different from above):

STREET ADDRESS:

City / Town

Code

POSTAL ADDRESS:

City / Town

Code

CONTACT PERSON:

**ENTERPRISE REGISTRATION
NUMBER**

**CIDB CRS
NUMBER:**

TCS PIN:

**FACSIMILE
NUMBER:**

EMAIL ADDRESS:

TELEPHONE NUMBER:

**CELLPHONE
NUMBER:**

HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?

YES

NO

**HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL
VERIFICATION CERTIFICATE BEEN SUBMITTED (MBD 6.1)?**

YES

NO

**HAS THE DELCARATION BEEN COMPLETED AND CURRENT,
ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED?**

YES

NO

DECLARATION

I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Prince Albert Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.

**NAME
(PRINT):**

SIGNATURE:

CAPACITY:

DATE:



TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION

- (i) Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- (ii) All bids must be submitted on the official forms provided– (not to be re-typed) or online
- (iii) This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the Prince Albert Municipal Supply Chain Management Policy, the Preferential Procurement Policy, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

- (i) Bidders must ensure compliance with their tax obligations.
- (ii) 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.
- (iii) 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).
- (iv) Foreign suppliers must complete the pre-award questionnaire in part B:3.
- (v) Bidders may also submit a printed TCS certificate together with the bid.
- (vi) In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / Pin / CSD number.
- (vii) 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

(i) Is the entity a resident of the Republic of South Africa (RSA)?	YES		NO	
(ii) Does the entity have a branch in the RSA?	YES		NO	
(iii) Does the entity have a permanent establishment in the RSA?	YES		NO	
(iv) Does the entity have any source of income in the RSA?	YES		NO	
(v) Is the entity liable in the RSA for any form of taxation?	YES		NO	

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 Bid is signed: _____

Date: _____

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MUNICIPALITY
OF
PRINCE ALBERT

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



1.1 SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

AUTHORITY TO SIGN A BID

2.1.1) I, _____, the undersigned,
hereby confirm that I am the sole owner of the business trading as
_____ **OR**

2.1.2) 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	

1.2 COMPANIES AND CLOSE CORPORATIONS

2.2.1) **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

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

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

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

1.3 PARTNERSHIPS

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 1	

1.4 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	



THIS RETURNABLE SCHEDULE IS TO BE COMPLETED BY JOINT VENTURES

CERTIFICATE OF AUTHORITY FOR 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.

(a) NAME OF FIRM (LEAD PARTNER)			
ADDRESS			
SIGNATURE			
TEL.NO		DESIGNATION	

(b) NAME OF FIRM			
ADDRESS			
SIGNATURE			
TEL.NO		DESIGNATION	

(c) NAME OF FIRM			
ADDRESS			
SIGNATURE			
TEL.NO		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.

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

“Closing time”	means the date and hour specified in the bidding documents for the receipt of bids.
“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
“Contract price”	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
“Corrupt practice”	means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
“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.
“Day”	means calendar day.
“Delivery”	means delivery in compliance of the conditions of the contract or order.
“Delivery ex stock”	means immediate delivery directly from stock actually on hand
“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.
"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.
”Force majeure”	means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. 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.
“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.

“GCC”	means the General Conditions of Contract.
“Goods”	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
“Imported content”	means that portion of the bidding price represented by the cost of components, parts or 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 charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
“Local content”	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
“Manufacture”	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
“Order”	means an official written order issued for the supply of goods or works or the rendering of a service.
“Project site”	where applicable, means the place indicated in bidding documents.
“Purchaser”	means the organization purchasing the goods.
“Republic”	means the Republic of South Africa.
“SCC”	means the Special Conditions of Contract.
“Services”	means that 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.
“Supplier”	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
“Tort”	means in breach of contract.
“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
“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.
- 5.4) The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

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

7. PERFORMANCE SECURITY

- 7.1) Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2) The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3) The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - 7.3.1) bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - 7.3.2) a cashier's or certified cheque
- 7.4) The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1) All pre-bidding testing will be for the account of the bidder.
- 8.2) If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3) If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4) If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5) Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6) Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7) Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8) The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

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

10. DELIVERY

- 10.1) 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

- 11.1) 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

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

13. INCIDENTAL

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

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

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

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

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

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

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

14. SPARE PARTS

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

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 fulfilment 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

- 17.1) 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

18.1) In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. ASSIGNMENT

19.1) 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

20.1) 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

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

23. TERMINATION FOR DEFAULT

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

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

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

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

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

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

23.4) If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to 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 purchaser 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

- 24.1) When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such 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.

26. TERMINATION FOR INSOLVENCY

- 26.1) 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

29.1) 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

30.1) 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

33.1) 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

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

35. PROHIBITION OF RESTRICTIVE PRACTICES

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

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

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

GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the tender number and tender description clearly endorsed on the envelope, must be deposited in the tender box at the offices of the Prince Albert Municipality (Financial Services Division), Thusong Service Centre, Adderley Street, Prince Albert, 6930

2. **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 and handwritten. Re-typed documents will be marked as non-responsive.**

 - 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.**

 - 2.7) 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.

 - 2.8) Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will not be considered.

 - 2.9) **Bidders must submit an originally certified B-BBEE certificate or sworn affidavit. Failure to comply will result in the bid being regarded as non-responsive.**

 - 2.10) Tenders shall be opened in public at the Financial Services Boardroom immediately after the closing time for the receipt of tenders. Tenderers are encouraged to attend these openings.

3. EVALUATION OF BID

- 3.1) This bid will be evaluated and adjudicated according to the following criteria:
- 3.1.1) Adherence to the relevant specifications
 - 3.1.2) Value for money
 - 3.1.3) Capability to execute the contract
 - 3.1.4) PPPFA & associated regulations

4. SERVICE LEVEL AGREEMENT

The award of the tender might be subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Prince Albert Municipality. Further details will be explained in the tender specifications.

5. CENTRALISED SUPPLIER DATABASE

- 5.1) No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).
- 5.2) The CSD supplier number starting with (MAAA) number is automatically generated by the Central Supplier Database System after successful registration and validation of a prospective service provider.
- 5.3) This is 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.
- 5.4) Prospective suppliers should self – register on the CSD website at www.csd.gov.za.
- 5.5) Registration on the CSD will be compulsory in order to conduct business with the Prince Albert Municipality.
- 5.6) Registration on CSD can be done by contacting Ms. Christa Baadjies at 023 541 1748 or via email (scm@pamun.gov.za)

MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations, before an award may be considered.

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

2. Tax Compliance Status (TCS) Pin as of 18 April 2016

2.1) In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing.

2.2) This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above.

2.3) Service provider's status which is found inactive or non-compliant their offers will be omitted.

2.4) Bidders in possession of a valid Tax Status Pin must issue the municipality with the following:

Tax Reference Number (IT / VAT / PAYE	
Tax Compliance Status Pin	

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

4. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website (www.sars.gov.za).



MBD 4 – DECLARATION OF INTEREST

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 allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
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, shareholder² etc.)													
3.4	Company Registration Number													
3.5	Tax Reference Number													
3.6	VA T 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:				

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	
3.12.1	If so, furnish particulars:				

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 EMPLOYEE NUMBER

CERTIFICATION

I 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 OF SIGNATORY			
POSITION			
NAME OF COMPANY			

MSCM Regulations: **“in the service of the state”** means to be –

1. a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. an executive member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

“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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**MBD 5 – DECLARATION FOR PROCUREMENT ABOVE
R 10 MILLION (VAT INCLUDED)**

Not required for this tender.



**MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.1) The **80/20 preference point system** will be applicable in this tender. The lowest (goods and services) / highest (sales and leases) acceptable tender will be used to determine the accurate system once tenders are received.

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

- a) Price; and
- b) Specific Goals.
 - i) B-BBEE status Level of Contributor; and
 - ii) Locality of Supplier

1.3) The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
LOCALITY (See definitions)	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

- 1.4) Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.5) The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. **DEFINITIONS**

- (a) “**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 Prince Albert (WC052).
- (h) “**price**” includes all applicable taxes less all unconditional discounts;
- (i) “**proof of B-BBEE status level of contributor**” means:
- a) B-BBEE Status level certificate issued by an authorized body or person;
 - b) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - c) 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;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1) POINTS AWARDED FOR PRICE

3.1.1) The 80/20 or 90/10 preference point systems

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1) Points awarded for price

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1) In terms of the Preferential Procurement Policy of Prince Albert Municipality, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2) In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

SPECIFIC GOALS

SPECIFIC GOALS FOR THE TENDER AND POINTS CLAIMED ARE INDICATED PER THE TABLE BELOW:

The specific goals allocated points in terms of this tender	Number of points allocated - 80/20 system)	Number of points allocated - 90/10 system)
B-BBEE preference points	10 points	5 points
Locality	10 points	5 points

- 4.3) A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:
- contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability (BBBEE), and
 - Promotion of enterprises located in the municipal area
- 4.4) **Regarding par 5.3(a), 50% of the 20/10 points will 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 Preference (80/20)	50% of Points for Preference (80/20)	Number of Points for Preference (90/10)	50% of Points for Preference (90/10)
1	20	10	10	5
2	18	9	9	4.5
3	16	8	8	4
4	12	6	6	3
5	8	4	4	2
6	6	3	3	1.5
7	4	2	2	1
8	2	1	1	0.5
Non-compliant contributor	0	0	0	0

- A tenderer must submit proof of its BBBEE status level contributor.
- A tenderer failing to submit proof of BBBEE status level of contributor –
 - may only score in terms of the 80/90-point formula for price; and
 - 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.

4.4.1) B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPH 4.1

B-BBEE Status Level of Contributor: _____

(Only indicate your B-BBEE Status Level of Contributor – the points will be calculated by the Municipality)

4.4.2) LOCALITY

Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality).

- a) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.
- b) Only one of the points as set out below that best describes the enterprise’s locality may be awarded if applicable.
- c) 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 / LOCAL LABOUR	POINTS FOR LOCALITY (80/20)	POINTS FOR LOCALITY (90/10)
Within the boundaries of the municipality	10	5
Outside municipal boundaries, but within the boundaries of district (Central Karoo)	8	4
Outside boundaries of the municipality and district, but within Western Cape Province	5	2.5
Outside of the Western Cape Province	0	0

- d) Bidders must submit one of the following in order to receive points for the above-mentioned criterion.
 - (i) Municipal Account of address as indicated in bid document;
 - (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit of the owner stating occupancy.
 - (iii) The premises of the bidder as indicated in MBD6.1 of the bid document as the business address should be established prior to the advertisement date.

LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4

Locality (indicate as per table above): _____

(The address provided in 4.5 below, will be used to determine the locality as per 4.4.2 above).

4.5) MUNICIPAL INFORMATION

Municipality where business is situated: _____

Registered Account Number: _____

Stand Number: _____

4.6) NAME OF COMPANY / FIRM

4.7) COMPANY REGISTRATION NUMBER

4.8) TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary

proof to the satisfaction of the organ of state that the claims are correct;

(iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- a) disqualify the person from the tendering process;
- b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- e) forward the matter for criminal prosecution, if deemed necessary.

_____ SIGNATURE(S) OF BIDDER(S)	
DATE:	_____
ADDRESS:	_____

WITNESSES:
1. _____
2. _____



**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) wilfully 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	<p>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?</p> <p><i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i></p>	YES	NO
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><i>(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).</i></p>	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
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			



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).² 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 Municipal Bidding Document 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 following Certificate of Bid Determination must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number:

Description:

In response to the invitation for the bid issued by the **PRINCE ALBERT MUNICIPALITY**, do hereby make the following statements that I certify to be true and complete in every respect:

certify, on behalf of (Name of Bidder):

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;

- d) the intention or decision to submit or not to submit, a bid;
- e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- 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.

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM ARE 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.

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	
NAME OF FIRM			

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

- **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.

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



MBD 15 – 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 Prince Albert 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 (Directors / Shareholders / 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 IDENTITY DOCUMENT(S). Failure to submit with the tender will result in the bid being marked as non-responsive.				
NB: PLEASE ATTACH COPY(IES) OF MUNICIPAL ACCOUNTS.				
NUMBER OF SHEETS APPENDED BY THE TENDERER TO THIS SCHEDULE (IF NUL, ENTER NIL).				

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
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E-TENDER DECLARATION

It is compulsory to confirm “YES” or “NO” on all line items.

DESCRIPTION	COMPLY (YES / NO)
The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non- responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be binded securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be binded to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above.

I accept and approve all of the above.

Signature of Bidder

MUNISIPALITEIT
VAN
PRINS ALBERT



MUNICIPALITY
OF
PRINCE ALBERT

**PART B - TENDER SPECIFICATIONS AND
PRICING SCHEDULE**



TENDER SPECIFICATIONS

TENDER 20 / 2025

PROVISION AND ADMINISTRATION OF AN ELECTRICITY AND WATER PREPAYMENT VENDING SYSTEM FOR A CONTRACT PERIOD OF 5 YEARS, FOR THE PRINCE ALBERT MUNICIPALITY

1. BACKGROUND

Prince Albert Municipality covers the towns of Prince Albert, Klaarstroom, Leeu Gamka and the Rural Area, with approximately 2 000 prepayment electricity meters. It must be noted that the Municipality is currently aggressively promoting the conversion to prepayment electricity and water meters in the area.

Please Note: In the instance where we award a tender and conclude a contract for a Financial System in the future, where the vending system for prepayment vending is part of the offering, the electricity prepayment vending system agreement may be terminated with six months written notice.

2. CURRENT STATE

Syntell S3+ Vending system are currently in use.

3. SCOPE

3.1) Requirements

The Bidder shall provide all system documentation, which must include, but not limited to schematics of the full Vending System network to the Municipality. The minimum hardware and software requirements on which to run the Vending System and a full description and technical details of the solution offered, shall be specified. Any special features shall be detailed.

3.2) Compliance with Specifications

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

3.3) Staff Component

Bidders shall specify the number of technical staff engaged in implementation and testing of the vending software and integration development as well as the support staff available after hand-over and whether a call centre is available. The bidder must ensure that the staff members to be replaced in any event are of the same standard, qualification and experience, specifically the project manager and the senior support person must be allocated to this contract throughout the duration of the contract.

3.4) Guaranteed System Performance:

3.4.1) The process of full commissioning of the system must be started after the contract has been awarded, to ensure full operational implementation on 01 July 2025.

3.4.2) The Bidder shall guarantee the systems' functional performance. The software must always be up to date and have the latest updates/patches installed to correct or address any failure within the system.

4. VENDING SYSTEM COST

4.1) The Municipality's method of payment for the Vending System is a monthly fee.

4.2) The Bidder shall specify the support costs per hour which will be applicable after final commissioning and handover. A proposed/draft Service Level Agreement (SLA) which provides all the details of support must be included.

4.3) The Bidder shall separately identify the individual functional modules included in the total cost, such as:

4.3.1) Vending System Operational components

4.3.2) Upgrade / replacement of existing on-line vending machines. Any upgrades will be communicated to the Municipality for approval.

4.3.3) Software, including database, operating system, workstation and Point of Sale (POS) if applicable.

4.3.4) Hardware requirements for POS (if applicable)

- 4.3.5) Integration to the Prince Albert Municipality Financial Management System (Vesta Phoenix), if not, it should be implemented within 6 months of signing the SLA.
- 4.3.6) Metadata migration from existing system to new system and complete system and interface testing (schemer structure to be defined when tender is awarded)
- 4.3.7) Training costs.

5. VENDING INFRASTRUCTURE

- 5.1) The active Vending System shall be hosted off site, by the service provider, please provide full details for the hosting of the vending system.
- 5.2) The back-up Vending System shall be hosted off site, by the service provider.
- 5.3) The Vending System must have the capability to vend to all meters installed in the Municipality's service area.
- 5.4) The transfer from the existing system to the new system shall be seamless. The service provider shall at the end of the contract ensure that all existing data is properly backed-up and secured prior to a new system being deployed. Cost for the recovery of the loss of existing meter data, whether accidental or otherwise, during transfer from existing system to the new system, shall be for the account of the new Service Provider.

6. INTERFACING

The Municipality currently uses the Phoenix (VESTA) Financial System. The Vending System offered must have the capability to interface with, at current, applicable modules at all times, inter alia customer database, billing system, etc, or any other financial management system that might be implemented

7. TECHNOLOGY AND PLATFORMS

7.1) Database

- 7.1.1) The back-end system must operate on a SQL Relational database.
- 7.1.2) The data fields must conform with the following rules;
 - 7.1.2.1) All NULL's must be systematically treated within the RDBMS.
 - 7.1.2.2) There must be a unique identifier for each record.

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

7.2) Vendor Data Model

7.2.1) The data model must provide for the following:

7.2.1.1) The Erf will be the Point-of-Connection.

7.2.1.2) The tariff shall be connected to a Consumer.

7.2.1.3) Multiple different Meter Types (single- and three phase meters) may be connected to the same Point-of-Connection.

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

7.2.1.5) The data model shall allow for WGS-84 GPS coordinate definition with all locations. These include the location of the meter, point of supply, pole and/or transformer location.

7.2.1.6) The data model shall allow for individual aux adjustments for example 60/40 (as a default percentage) which means that the client will receive only 40% of the amount in units, and the 60% will appear on the client's account as a receipt but could be adjusted to a higher percentage.

7.2.1.7) **The Bidders proposed data model must accommodate, for enhanced management purposes, additional resources like prepaid water and/or gas capabilities.**

7.3) Web Interface

7.3.1) All system functions shall be accessed via a user-friendly Web Interface.

7.3.2) The system shall allow for the following business logic:

7.3.2.1) Customer Maintenance;

7.3.2.2) Meter Maintenance;

7.3.2.3) Reporting

7.3.2.4) Management

7.3.2.5) Utilities

7.3.3) The business logic must in particular include, often used functionality that will allow end-users to view, update and query the system on-line without placing an excessive burden on bandwidth.

7.4) Security

- 7.4.1) The system shall allow for the addition of an unlimited number of named users.
- 7.4.2) The system shall allow for smart card-based SSL security to be implemented for on-line Point of Sale.
- 7.4.3) The bidder shall comply with Prince Albert Municipality's User Access Management procedures.
 - 7.4.3.1) The minimum password length for users is 8 characters, containing alphabetical (upper and lower case), numeric and special characters (symbols).
 - 7.4.3.2) The system must require the users to reset their passwords on an interval of 90 days;
 - 7.4.3.3) The system must only allow for the re-use of previously used password, after 12 changes;
 - 7.4.3.4) The system must allow for 5 grace logins, that is, login attempts with the incorrect password. Thereafter the account must be locked. Resetting of passwords must be done by the System Administrator.
 - 7.4.3.5) The system must make provision for the user to log out of the system.

7.5) Transaction Switching

- 7.5.1) In case of disaster recovery, the system should have the ability to vend from a redundant back-end system. for example, if the production system goes down the vending to point of sale clients should not be stopped but continue using the alternate vending back end.

8. SYSTEM PERFORMANCE

8.1) Critical Performance Parameters

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

- 8.1.1) The software and database shall be able to accommodate, with no special changes other than hardware scaling, more than 5 000 customers through a minimum of 10 vendors generating a minimum of 1 000 transactions per month.

- 8.1.2) The software and database shall have no limitation on the number of named users and workstations it can accommodate.
- 8.1.3) The system must be a real time system.
- 8.1.4) The Bidder must indicate how many transactions per second can be processed, with at least 2 per minute.
- 8.1.5) The system shall be operational on 24 hours x 7days a week x 365 days per year basis.

8.2) Electricity Prepayment Vending

8.2.1) Transactions

- 8.2.1.1) A transaction consists of taxes, levies, standing arrears and services and the entire transaction must be atomic.
- 8.2.1.2) Any rounding errors of kWh beyond the first decimal shall be recorded in the database as separate transaction rows to ensure effective reconciliation.
- 8.2.1.3) Transaction reversals shall:
 - 8.2.1.3.1) Be affected with full trace-ability of the reversal;
 - 8.2.1.3.2) Shall allow for a reason to be supplied;
 - 8.2.1.3.3) Shall be traceable to an operator; and
 - 8.2.1.3.4) Shall reverse an entire transaction batch consisting of taxes, levies, auxiliaries and resource amounts.

8.3) Vending Operations

- 8.3.1) Network communication for the point of sale and web access shall include but not be limited to the following:
 - 8.3.1.1) Corporate LAN / WAN;
 - 8.3.1.2) Internet
- 8.3.2) The point-of-sale client will allow the end-users to vend without placing an excessive burden on bandwidth.
- 8.3.3) Standard language available on the system shall be English.
- 8.3.4) Standard currency available on the system shall be South African Rand/cents. The system shall allow for the configuration and adjustment of multipliers and decimal points.

- 8.3.5) The system shall be capable of the following:
- 8.3.5.1) Vending to all prepayment meters in the Municipality's area of electricity supply.
 - 8.3.5.2) Vending free electricity grants.
 - 8.3.5.3) Collecting arrears.
 - 8.3.5.4) Handling step tariffs.
 - 8.3.5.5) Allowing transaction viewing, re-prints and reversals, without compromising the integrity of transactions and subject to appropriate security.
 - 8.3.5.6) Ability to look up the localized:
 - transaction history,
 - free units,
 - replacement tokens,
 - engineering tokens, and
 - arrears payments of a relevant consumer.
- 8.3.6) The system Certified by the STS association as being Vending, Engineering and Key Change Management compliant. **Copy of certificate must be attached and is compulsory.**

8.4) Vending Management

- 8.4.1) The system shall allow for the definition of independent banking batches, sales batches and shift batches to accommodate various levels of operators.
- 8.4.2) The system shall allow for the automated or manual sign-off of banking batches from a central point.
- 8.4.3) Tokens and receipts shall be customizable templates. See Annexure "A" for an example detailing information to be reflected on the printed token.
- 8.4.4) It shall have the functionality to print a message on the token of at least 40 characters, which can be customer specific, or a general message to all customers.

8.5) Debt recovery

- 8.5.1) The system must have the ability to collect arrears from the consumer.
- 8.5.2) The percentage to be collected from customers in arrears must be customisable to predefined percentage, for example 60/40 where 60% is the collection on arrears and 40% is the electricity component.

- 8.5.3) A consumer's unique debt collection profile shall be automatically updated by the system based on payments made. (For example: In the instance where there is no real-time interface to the financial system then, prior to the update of the customer profile with the financial system, a tally must be kept of all payments made and arrears adjust accordingly.
- 8.5.4) All credit control shall be dictated by Prince Albert Municipality's Financial System; however, the vending system must allow Prince Albert personnel to overwrite the amount.
- 8.5.5) Multiple meters and accounts per erf must be accommodated.
- 8.5.6) Prince Albert Municipality's Financial System will update the following details to the Vending System:
 - 8.5.6.1) The amount to be recovered.
 - 8.5.6.2) A variable percentage recovery.
 - 8.5.6.3) The Phoenix (VESTA) Financial System prepaid contract account number.
 - 8.5.6.4) The prepayment meter number
- 8.5.7) The Vending System sends the following details to Phoenix (VESTA) Financial System:
 - 8.5.7.1) All arrear payments received from the customers: variable percentage.
 - 8.5.7.2) Phoenix Financial System prepaid contract account number
 - 8.5.7.3) The prepayment meter number.

8.6) Tariffs

- 8.6.1) The system must accommodate step tariffs blocks (where each block is a range), with a minimum of 4 kWh/1 kiloliter-based steps.
- 8.6.2) Unique tax and fixed charges profiles shall be definable for each tariff blocks independent of the step tariff blocks according to monthly monetary value transacted, or kWh/kl bought.
- 8.6.3) The Vending system shall have automated activation dates for tariff changes.
- 8.6.4) The Vending system shall allow the Municipality to change their reconciliation and tariff rules, irrespective of the system's functionality and

operation the transactions shall be reconciled by an independent reconciliation application operating at central level.

8.6.5) Management must be able to upload new tariffs on the vending system.

8.7) Payment System

The vending system shall be capable of supporting the following:

8.7.1) The type of transaction at the vending outlet shall be recorded as follows:

8.7.1.1) Cash,

8.7.1.2) Credit/debit card – shall be recorded by either swiping the credit /debit card through the vending system card reader, flagging the transaction as both a credit/debit card sale and record the banking institution or capture details manually.

8.7.1.3) No cheque payments will be accepted through the vending system.

8.7.2) Vouchers generated by the system for issue to customers must contain the information as per Annexure A or at least be similar in terms of the layout.

8.8) Vendor Management

8.8.1) The Bidder shall be responsible for the following:

8.8.1.1) Setting up guidelines for appointing and contracting of the vendors and compiling an agreement / contract pricing, this will be a percentage of sales. **The guidelines and agreement to be approved by the municipality.**

8.8.1.2) Advertising and information meetings with prospective vendors.

8.8.1.3) Appointment of vendors and signing of contracts. The Municipality will determine the quantity of vendors per location as required from time to time.

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

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

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

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

- 8.8.1.8) Collecting revenue from the vendors, ensuring compliance to all security measures.
- 8.8.1.9) Insurance against revenue loss, with a minimum of R500 000.
- 8.8.1.10) To reconcile the revenue received from the vendors on a daily basis.
- 8.8.1.11) Payment of any vendor commissions owed.
- 8.8.1.12) Payment of revenue received directly in municipality's account the next business day.
- 8.8.1.13) Providing daily and monthly reports as required by the municipality, including audit reports.
- 8.8.1.14) The bidder has the responsible for appointing a minimum of 10 third party vendors in all areas in the Greater Prince Albert municipality after the tender is awarded.

8.8.2) Support Services

- 8.8.2.1) The Bidder shall be responsible for providing a 24 hours x 7 days per week support service for vendors.

8.9) Meter Configuration Management Software

- 8.9.1) All meter management processes shall be performed via a task centric user-friendly, graphical user interface. The minimum number of pre-defined meter management tasks shall be:
 - 8.9.1.1) Receive a meter from a service provider,
 - 8.9.1.2) Send a meter to a service provider for repair,
 - 8.9.1.3) Scrap a meter,
 - 8.9.1.4) Install a meter,
 - 8.9.1.5) Remove a meter,
 - 8.9.1.6) Change status of a meter,
 - 8.9.1.7) Update status of a meter,
 - 8.9.1.8) Create a location,
 - 8.9.1.9) Update a locations detail,
 - 8.9.1.10) Link a consumer with a location / meter
- 8.9.2) Meter management processes shall automatically change the modes (example block, un-block and auxiliary) of operations associated with a meter. The system must make provision for bulk block, with the import of an excel file into the system.

8.9.3) The system shall be customisable in real time and in such a way that processes could be adapted to the utility's unique process flows and needs.

8.9.4) The system shall allow for an unlimited number of meters.

8.10) Reporting and Information

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

- a) Energy sales per meter,
- b) Energy sales per POC (point of connection)
- c) Energy sales per customer
- d) Electricity purchased by cash, credit card, debit card, electronic fund transfer
- e) Financial statistics relating to individual transactions
- f) Total sales per vendor (point-of-sale) in a date range
- g) All transactions for a shift per vendor (point-of-sale)
- h) Shift details per vendor (point-of-sale) in a date range
- i) Refunds given
- j) Free units issued
- k) Number of customers purchasing less than a specified number of kWh per month
- l) Value of service charges per tariff
- m) Recovery of arrears
- n) Debt statistics:
 - o Outstanding debt balance
 - o Loaded debt
 - o Collected debt total/vendor
 - o Manually cleared debt
 - o Debt loadings report
 - o Block meters with outstanding debt
- o) Number of active customers per town
- p) History of all customers per POC (point of connection)
- q) History of all meters at a POC (point of connection)
- r) Movement history per meter
- s) Movement history per customer
- t) Meter changes
- u) Electricity purchased per Suburb

- v) Total meters installed per Suburb
- w) List of customers selected by street name or a portion of the address
- x) List of disconnected meters by disconnected reasons in a date range
- y) List of disconnected meters by town
- z) List of disconnected meters by POC (point of connection)
- aa) Blocked meters on system
- bb) Statistics of installed meters filtered by date range, connected type, district, etc.
- cc) Available sequence number report
- dd) Engineering tokens report
- ee) Point of sale credit updates
- ff) User audit trace
- gg) Deleted transaction reports
- hh) Vendors per district

9. FINANCIAL AND VENDING SYSTEM INTEGRATION

- 9.1) It shall be the responsibility of the successful Bidder to liaise with the service providers of the financial system to ensure fully automated system integration and to finalise the detailed design of the interfaces after the contract has been awarded or alternatively this must be done within 6 months of signing the SLA.
- 9.2) The following are the minimum integration that will be required to provide functionality between the financial system and the Vending System:
 - 9.2.1) An arrears balance / credits outbound file from financial system to the Vending System. Before downloading balances to the Vending System, all balances must be zeroed on Vending System.
 - 9.2.2) The outbound information from financial system to the Vending System for customer data for all new connections and retrofits (credit meters replaced with prepayment meters).
 - 9.2.3) An arrears payments / refunds inbound file from Vending System to the financial system for arrears collected and refunds given.
 - 9.2.4) An inbound file from the Vending System to the financial system for all meter changes carried out (may be considered).
 - 9.2.5) An inbound file from the Vending System to the financial system for all Vendor sales.
 - 9.2.6) An inbound file from the Vending System to the financial system for sales transactions that has been deleted.

9.2.7) In the integrations listed above only the data that has changed must be transferred between the Vending System from the financial system.

10. SYSTEM TESTING

- 10.1) The test plan to be followed during the testing of the Vending System must be submitted with the tender.
- 10.2) The system including integrations with the financial system and the “Supervisors” shall be tested thoroughly together with the successful Bidder and the personnel from the Municipality before final handover/sign-off.

11. MIGRATION OF DATA AND COMMISSIONING OF NEW SYSTEM

- 11.1) The successful Bidder shall be responsible for liaison with the existing System Vendor in order to migrate all existing data from the existing Systems. As per the stipulation with this contract, the existing vendor will provide the data and the schemer for export/import to the new system.
- 11.2) The full commissioning of the system must be started after the contract has been rewarded and implemented before the start date, 01 July 2025.

12. TRAINING

- 12.1) The scope and cost of the training for the staff of the Municipality shall form part of the tender.
- 12.2) A full training schedule indicating what type and level of training shall be provided.
- 12.3) The Municipality’s staff must be fully trained and proficient by 30 September 2025.
- 12.4) The training shall include, but not limited to full system administration.

13. VENDING OPTIONS

- 13.1) The system should as a minimum, cater for:
 - 13.1.1) Voucher-based vending and SMS and call centre validation (including call centre redemption).
 - 13.1.2) Mobile Points of Sale vending via handheld vending devices operation on GPRS / GSM.
 - 13.1.3) Cell phone vending for mobile vending agents using standard cell phones to sell electricity.

13.1.4) Internet Web Site vending. Payment mechanism on the web site must cater for credit/debit cards and vouchers.

13.1.5) Connection interface for third-party vendors and services compliant to ISO 8583. This should be a separate, dedicated switching application.

14. VENDING OF STS WATER METERS

14.1) The bidder shall be responsible for the vending of STS Water Meters complaint with SANS 1529-9: 2008 Edition 2.1.

14.2) The STS Water Meters the bidders shall be responsible to vend all above ground and wall mount box housing STS Water Meters but are not limited;

15. PROPOSAL AND SERVICE LEVEL AGREEMENT

15.1) A proposed Service Level Agreement/s should be submitted within three (3) months after the tender is awarded. Please note that the Service Level Agreement/s should be in line with the General Conditions of Contract and the specifications as included in this tender.

16. PRICING

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

16.2) The bid offer price will remain valid for a period of 120 days.

17. COMMENCEMENT DATE

17.1) The contract period will commence on the date of signing the contract or 01 July 2025, whichever is last and will run for 5 years.

18. TENDER FUNCTIONALITY/ REQUIREMENT OF THIS TENDER.

Please note it is very important that all prospective tenderers comply with the functionality criteria/ requirements of this tender as set out below. Failure to submit relevant documents to these special conditions/requirements will result in the tenderer being found non-responsive and will not be evaluated on price and preference. Please refer to page numbers in the tender document where the special conditions/ requirements can be obtained.

- 18.1) Tenderers must have an official satellite office in the Southern – Cape/ Central Karoo, or must submit the willingness to establish such office within three (3) months after the tender is awarded.
- 18.2) The bidder must include an STS Association Certificate tested for compliance with IEC 62055-41 Edition 3, in accordance with the STS531 and also compliance test specifications Edition 1.9 Utilizing protocols STS600-8-6 STS Edition 2.
- 18.3) The Vending System offered must have the capability to integrate with current financial system Phoenix (VESTA). Confirmation letter must be attached.
- 18.4) The bidder must have at least five (5) years' experience in providing a vending system and reference letter/s must be attached in the form of:
- Name Company/ Municipality;
 - Date from to date to, or current.

19. APPLICABLE STANDARDS AND REGULATIONS

- 19.1) Supply Chain Management (SCM) Regulations.
- 19.2) Prince Albert Supply Chain Management Policy incorporating Preferential Procurement.
- 19.3) Bidders are obliged to apply the most recent standards as listed below:

STS Part 1, 2 and 3	Standard Transfer Specifications.
SANS 1524-1	Electricity Payment Systems – Part 1: Prepayment meters
NRS 057/SANS 474	Code of Practice for Electricity Metering <u>Note:</u> This is a mandatory specification as determined by NERSA license conditions

- 19.4) Prospective service provider/ contractor must comply with the prescripts of any legislation and any other regulatory requirements relevant to this proposal, the following legislation deserves special mentioning:
- 19.4.1) Municipal Finance Management Act (MFMA)
 - 19.4.2) Public Finance Management Act (PFMA)
 - 19.4.3) Municipal Systems Act (MSA)
 - 19.4.4) Municipal Structures Act

ANNEXURE A

Sample of a Prepaid Vendor Token

PRINCE ALBERT MUNICIPALITY

Receipt Number : XXXXXX
VAT Invoice : POS ID XXXXXX
VAT Reg No: 4690117587

Name: BAADTJIES KL.
Meter: XXXXXXXXXXXX
SGC: 000820 KRN: X TI : XX

DOMESTIC XXXX CONSUMPTION
Date: DD/MM/YYYY Time: HH:MM:SS

Cost of Electricity per unit excl. VAT	XXXXX
Daily Service Charge excl. VAT	XXXXX
No. of units purchased	XXXXX units
No. of days since the last purchase	XXXXX days

Sub-Total	XXXXX
VAT	<u>XXXXX</u>
Total	XXXXX

Arrears Recovered	<u>XXXXX</u>
Grand Total	<u>XXXXX</u>
Less Rounding	XXXXX
Amount to pay	<u>XXXXX</u>
Amount Tendered	<u>XXXXX</u>
Change	<u>XXXXX</u>

XXXX	XXXX	XXXX
	XXXX	XXXX

.....40 CHARACTER MESSAGE.....

DIRECTOR: ELECTRICITY SERVICES
PRINCE ALBERT MUNICIPALITY
CHURCHSTREET 33
PRINCE ALBERT
6930

FUNCTIONALITY SCORING

TENDER 20 / 2025 - PROVISION AND ADMINISTRATION OF AN ELECTRICITY AND WATER PREPAYMENT VENDING SYSTEM FOR A CONTRACT PERIOD OF 5 YEARS, FOR THE PRINCE ALBERT MUNICIPALITY

NOTES:

This tender is subject to functionality scoring.

1. Bidders must obtain a minimum of **40 out of 50 points (80%)** in order for the bid to be responsive. Tenders that do not meet the minimum functionality scoring as indicated, will be regarded as non-responsive and will not be evaluated on price and preference points.
2. Points for functionality will be awarded for the following:
 - a. Established nature of the company (Maximum of 10 points)
 - b. Experience from previous similar contracts completed (Maximum of 20points)
 - c. References related to similar previous experiences (Maximum of 20 points)
3. Bidders must submit proof accompanying the functionality schedule. Failure to provide proof and documentation supporting the functionality schedule, may result in the tender being declared non-responsive.

SCHEDULE 1

ESTABLISHED NATURE OF THE COMPANY

- Points will be scored for the established nature of the company.
- Tenderers must ensure to **attach to this page company registration documentation** to indicate the established nature of the company.

ESTABLISHED NATURE (YEARS IN EXISTENCE)	MAXIMUM POINTS	BIDDER SCORE
More than 8 years	10	
6-8 years	8	
4-6 years	6	
2-4 years	4	
0-2 years	2	
TOTAL POINTS		

SCHEDULE 2

SIMILAR PREVIOUS EXPERIENCES AND PROJECTS COMPLETED

- a) A maximum of 20 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company's and its legacy firms past experience & references related to the experience.
- b) This section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works. It also considers that the references are related & relevant to the experience submitted.

RELEVANT EXPERIENCE

Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Prince Albert Municipality where applicable.

- a) Bidders should provide the name and contact details of at least four references. The references submitted must be in relation to the Experience gained on projects relevant to the Scope of Works.
- b) Points will not overlap, meaning points are awarded only once per reference/company/entity per project experience.
- c) Bidders should refrain from listing multiple references from the same company on the same project.
- d) It is the duty of the Bidder to ensure that the reference given are relevant to the Scope of Works and that the contact details submitted are correct and active.
- e) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof:
 1. Company CV - detailed list of successful previous Tenders/Projects and information containing:
 - Name or list of the company's and its legacy firms' previous clients & references to this work;
 - Short description of the company's work performed for that particular client:
 2. Applicable start/end dates when specific work was performed for particular client;
 3. Total duration of projects
 4. Rand value of these specific contracts.

- f) Points will only be awarded for relevant & completed experience obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof.
- g) If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points.
- h) If no information is provided below or referred to as an additional attachment, **NO POINTS WILL BE AWARDED.**

EXPERIENCE REQUIRED: Successfully completed similar projects involving the printing and distribution of municipal accounts	MAXIMUM POINTS	BIDDER SCORE (Mark with an "X")
Completed 5 or more similar projects	20	
Completed 4 or more similar projects	16	
Completed 3 or more similar projects	12	
Completed 2 or more similar projects	8	
Completed 1 or more similar projects	4	
TOTAL POINTS		

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 (INCLUSIVE OF VAT)	DATE STARTED		
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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**SCHEDULE OF WORK EXPERIENCE OF THE TENDERER –
COMPLETED CONTRACTS**

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, fax, email)	Contact Person (Name, Tel, Fax, Email)	NATURE OF WORK	VALUE OF WORK (INCLUSIVE OF VAT)	DATE STARTED		
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						
Name						
Tel						
Fax						
Email						

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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SCHEDULE 3

REFERENCES RELATED TO SIMILAR EXPERIENCES

REFERENCE SCORING

A maximum of 20 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided.

- In order to claim points, bidders must submit, with the tender document, details of **contactable references** from businesses to which the above-mentioned Experience has been provided.
 - These references must be current/most recent, relevant and related to the experience submitted.
 - It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide feedback / confirmation.
 - If the references are unable to validate, verify or provide information on the Experience listed, no points will be awarded for that particular reference.
 - References should complete the reference form and the bidder should submit the reference form with their tender document

EXPERIENCE REQUIRED: Successfully completed similar projects involving the printing and distribution of municipal accounts	MAXIMUM POINTS	BIDDER SCORE (Mark with an "X")
More than 6 references provided	20	
5 - 6 references provided	15	
3 – 4 references provided	10	
0 – 2 references provided	5	
TOTAL POINTS		

Details of references to be listed below or referred to as an attachment. If no information is provided no points will be awarded.

List project completed successfully	Name of Reference or Company or Entity	Telephone and/or Cellphone number	Active E-mail address or other contact details

SIGNATURE: _____

DATE: _____

REFERENCE CHECK FORM FOR SIMILAR PROJECTS COMPLETED

SECTION 1: GENERAL INFORMATION

Reference Name: _____

Company/Organization: _____

Position/Title: _____

Phone Number: _____

Email Address: _____

Bidder (Company Name): _____

Project Name: _____

Project Completion Date: _____

SECTION 2: PERFORMANCE EVALUATION

Please rate the bidder on the following criteria based on your experience. Use the scale:

1 = Poor | 2 = Fair | 3 = Good | 4 = Very Good | 5 = Excellent

1. Quality of Work: _____

2. Adherence to Schedule: _____

3. Communication and Responsiveness: _____

5. Problem-Solving and Adaptability: _____

6. Professionalism and Conduct: _____

7. Compliance with Contract Requirements: _____

8. Overall Satisfaction: _____

9. Turn-around time to solve queries: _____

SECTION 4: AUTHORIZATION

I confirm that the information provided is accurate and based on my experience with the bidder.

Signature: _____

Date: _____

Thank you for your time and feedback!

MBD 3.1 – PRICING SCHEDULE

Instructions:

1. Pricing instructions mean the criteria as set out below, read together with all parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.
2. The short descriptions and category number given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required. While it is entirely at the tenderer's discretion with regards to the pricing schedule below.
3. For the purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:
 - Unit:** The unit of measurement for each item of work.
 - Quantity:** The number of units of work for each item.
 - Rate:** The agreed payment per unit of measurement.
 - Amount:** The product of the quantity and the agreed rate for an item.
 - Sum:** An agreed lump sum payment amount for an item, the extent of which is described in the scope of work, but the quantity of work which is not measured in any units.
4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule. An item against which no price is entered will be considered as a no offer.
5. The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the contract data, as well as overhead charges and profit.
6. Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time-based services, the allocation of staff must be agreed with the Municipality before such services are rendered.
7. All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.

8. All bidders must tender on all item descriptions, even if there's no cost to the municipality, it must be then be indicated with R0.00.
9. The estimated quantities in the pricing schedule (calculated on usage over the term of the existing contract) serve as a guideline for price calculations and will be used for evaluation purposes only.
10. Please note that Bank Charges will be paid by Prince Albert Municipality. The amounts in the pricing schedule will be used for evaluation purposes only to determine a comparative price.
11. Escalation is allowed up to a maximum of 7% per annum on the anniversary of the contract. The bidder must indicate its escalation % to apply on the pricing schedule. If no escalation is indicated on the pricing schedule, the pricing will be firm and there will be no escalation applicable for the contract period.

INSTRUCTIONS:

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.
5. 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.
6. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a) In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

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

I / We _____ (full name of the Bidder) the undersigned in my capacity as _____ of the firm hereby offer to Prince Albert Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Prince Albert Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

Item Description	Estimated quantities	Unit of measure	Rates (Incl VAT)	Total Price (Incl VAT)
1. ONCE OFF FIXED COST:				
1.1. System set-up and training	1	Once-off		
1.2. Implementation: Interface with financial system	1	Once-off		
Sub Total				
2. MONTHLY FIXED COST				
2.1. License/Usage Fee (unlimited users)	12	Monthly		
2.2. Back-up Vending Disaster Management, including reports.	12	Monthly		
Sub Total				
3. VARIABLE COST:				
3.1. Vending				
3.1.1. Transaction Fee (%) *	R 400 000	monthly%	
3.2. Bank Charges				
3.2.1. Banking Fees- Cash transactions*	12	Per month		
3.2.2. Credit Card*	12	per month		
3.3. Support Costs				
3.3.1. Rate per call out – All Inclusive	3	per annum		
3.3.2. Rate per call out – After hours – All inclusive	3	per annum		
3.4. Other Costs (on going)				
3.4.1 Additional development				
3.4.2 Integration				
3.4.3 Project Management				
3.4.4 Database Management				
3.4.5 Testing and Configuration				
3.4.6 Training				
3.4.7 Hand-holding				
TENDERED PRICE (YEAR 1)				
TENDERED PRICE (YEAR 2)				
TENDERED PRICE (YEAR 3)				
TENDERED PRICE (YEAR 4)				
TENDERED PRICE (YEAR 5)				
TOTAL TENDERED AMOUNT (CARRIED OVER TO TENDER OFFER)				

Indicate annual escalation to apply on each anniversary of the contract	
--	--

PLEASE NOTE: If no escalation is indicated on the pricing schedule, the pricing will be firm and there will be no escalation applicable for the contract period.

SIGNATURE OF PRINCE ALBERT MUNICIPALITY OFFICIALS AT TENDER OPENING	1. _____ 2. _____
--	--------------------------



MBD 7.2 - CONTRACT FORM – RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from **PRINCE ALBERT MUNICIPALITY** in accordance with the requirements stipulated in bid number **20 / 2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of 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;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - 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) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

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

<p>WITNESSES</p> <p>1. _____</p> <p>2. _____</p> <p>DATE: _____</p>

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE SELLER [MUNICIPALITY])

1. I, _____ in my capacity as _____, accept your bid under reference number _____ dated _____ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED AT _____ **ON** _____

NAME (PRINT) _____

SIGNATURE _____

OFFICIAL STAMP

WITNESSES	
1.	_____
2.	_____
DATE	_____