BID DOCUMENTS

BID NO:05/2026-27

RE-ADVERTISEMENT: SUPPLY, INSTALLATION AND COMMISSIONING OF AN STS ONLINE HOSTED VENDING SYSTEM AND SMART METERING READY PLATFORM FOR ENDUMENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS

Together in Prosperity

ENDUMENI

CLOSING DATE: 14 DECEMBER 2026

NAME OF BIDDER: .....

PHYSICAL ADDRESS: .....

.....

.....

TELEPHONE NO: .....

E-MAIL ADDRESS: .....

GRAND TOTAL (3 YEARS): .....

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SPECIAL CONDITIONS OF BID

1. The closing date and time for submission of bids is as indicated in the notice calling for bids.
2. No bid received after the closing date will be considered.
3. Sealed bids, clearly marked "**BID NO:B05/2026-27 RE-ADVERTISEMENT – SUPPLY, INSTALLATION AND COMMISSIONING OF AN STS ONLINE VENDING SYSTEM AND SMART METERING READY PLATFORM FOR ENDUMENI LOCAL MUNICIPALITY FOR A PERIOD OF THREE (3) YEARS**" must be placed in the tender box situated in the foyer of the Civic Centre, 64 Victoria Street, Dundee, not later than
4. Bids must remain valid for a period of 90 days from closing date for submission of bids.
5. Bids shall be adjudicated in terms of the Supply Chain Management Policy of Endumeni Municipality.
6. The acceptance of a bid shall be subject to the approval of the Bid Adjudication Committee, without which approval no contract shall be entered into.
7. Bidders must initial every page of the document.
8. The point allocation used for the adjudication of this bid is provided on MBD 6.1. This form must be duly completed and signed by the authorized person for preferential points to be allowed.
9. No bid shall be considered, unless it is submitted on the attached bidding documents.
10. Failure to complete the forms in every aspect as requested may invalidate the bid.
11. No bids submitted by telefax, telex, telegram or electronic mail will be considered.
12. Bids may only be submitted on the bid documentation provided by Endumeni Municipality and be completed in handwriting in black ink.
13. All prices must be in South African currency.
14. **Please note, Bidders are to familiarize themselves with the conditions of payment as laid down in point 16.3 of the General Conditions of Contract.**
15. Bidders will not be informed whether they have been unsuccessful, but the name of the successful bidder will be published on the municipal website.

LIST OF RETURNABLE DOCUMENTS

- Company Registration Document (CIPC) (The attached must match with the directors listed on the CSD report)
- Valid Tax Compliance Status with Pin
- Fully Completed: MBD 1, MBD 1- PART B, MBD 3.1, MBD 4 (Bidders must fully disclose on MBD 4, partial disclosures will also lead to disqualification), MBD 6.1, MBD 8 AND MBD 9
- Company/Director's Statement of Municipal Rates not older than 3 Months OR Company/Director's Lease Agreement OR Proof of Residence that corresponds with the preferred address on CSD. If the Company/Director resides/operates from rural area. The attached must correspond with the preferred address on the CSD. If the attached does not correspond with preferred address on CSD, bidders may be DISQUALIFIED.
- Proof of Registration on Central Supplier Database (MAAA number)
- Company Profile
- Execution plan

Failure to submit the above documents will disqualify the bid.

GENERAL CONDITIONS OF CONTRACT

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
1.26 "Tort" means in breach of contract.
1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
1.28.1 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged.
3.2 Invitations to bid are usually published in locally distributed news media and on the municipal 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 so 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, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality.

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:

(a) a 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

(b) 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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or 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 Goods 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, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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 Services

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

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

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

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

(d) 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

(e) 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:

(a) 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

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) 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.

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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

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

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

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice 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 contracts 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 goods 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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:

(a) 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;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement 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:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) 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. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) 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

(b) 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

34.1.1 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 0f 1998.

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

Specifications and Requirements for the Installation and Commissioning of an STS Online Hosted Vending System, Third Party Vending System and Smart Metering Ready Platform

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1 BACKGROUND

The Endumeni Municipality requires the installation and commissioning of:

- an STS compliant, online hosted vending system,
- third party vending system, and
- a smart metering ready platform.

1.1 Objectives

The objectives of the Smart Metering Ready STS vending Solution for the Endumeni Municipality are to:

1.1.1 **Vending Solution** – provide the municipality with a comprehensive STS Compliant prepaid vending solution in a hosted environment.

1.1.2 **Smart Ready** – the municipality envisages moving towards a smart meter solution in the future and as such would like the system offered to be Smart Meter Ready.

1.2 Municipal Area

1.2.1 **Electricity Meters** – The current Endumeni Municipality electricity distribution area comprises of the following areas:

- 3700 prepaid electricity meters in Dundee
- 3250 prepaid electricity meters in Sibongile
- 1400 prepaid electricity meters in Glencoe
- 2560 prepaid electricity meters in Sithembile

1.2.2 **Vending Systems** – At present Endumeni Municipality has vending points in the following areas:

- Municipal vending points in Dundee
- Municipal vending points in Glencoe
- Third party vending points within the Endumeni Municipal area all of which must be managed by the Bidder.

2 APPLICABLE STANDARDS

The following standards and specifications contain provisions which, through reference in this text, constitute provisions of this Specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and Bidders are obliged to apply the most recent editions of the document listed below:

- EC 62055 > Electricity Payment Metering Systems
- STS Part 1, 2 and 3 > Standard Transfer Specifications
- NRS 009-2-1:1998 > Electricity sales systems - Part 2: Functional and performance requirements - Section 1: System master stations
- NRS 009-2-2:1995 > Electricity sales systems - Part 2: Functional and performance requirements - Section 2: Credit dispensing units.
- NRS 009-6-10 (Online XMLVend 2.1) the NRS Standard for on-line communication between Vending Servers and Vending Clients
- SANS 1524-1 Electricity Payment Systems – Part 1: Prepayment meters
- NRS 057/SANS 474
- PoPI Act 4 2013

3 SCOPE OF SPECIFICATION

3.1 Requirements

The successful Bidder shall provide full system documentation (including schematics of the full Vending System network) to Endumeni Municipality. The minimum hardware and software requirements on which to run the Vending System shall be specified. No bid will be considered unless accompanied by a full description and technical details of the solution offered. Any special features shall be detailed.

3.2 Compliance List

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

The Bidder shall indicate compliance and whether the offer deviates from each paragraph. Alternatives shall be separately listed as bid adjudication can only be considered upon the submission of alternatives.

3.3 Returnables

Appendix B contains a list of returnable documents that are a mandatory requirement for submission with this tender. Failure to submit these documents with result in disqualification.

3.4 Demonstration of System Offered

Only Bidders who can offer a fully functional Vending System that can be demonstrated will be considered. Bidders shall specify the number of technical staff engaged in development and testing of the vending software as well as the support staff available after hand-over and whether a call centre is available. Shortlisted Bidders will be required do a presentation to the bid evaluation committee.

3.5 Guaranteed System Performance

3.5.1 The successful Bidder shall have the new system commissioned within three (3) months of the contract being awarded.

3.5.2 The Bidder shall guarantee the systems' functional performance and any upgrades required to correct any system mal-operation, shall be for the Bidders account.

3.5.3 In the event of any latent defect (programming "bug") becoming evident after the guarantee period of 12 (twelve) months referred to in the "Form of Bid", the Bidder shall be responsible for the immediate rectification of such defects at their own cost.

4 VENDING SYSTEM COSTS

4.1 The Endumeni Municipality preferred method of payment for the system is a hosted solution totally managed by the Bidder where the service is provided based on a percentage cost of transaction value.

4.2 The Bidder may, however, offer an alternative method of payment for the system.

4.3 The Bidder shall note that NO additional support charges shall be paid during the duration of this contract. All support which is required by the Endumeni Municipality will be covered through the percentage transaction fee.

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

4.4.1 Online Hosted Vending System Software

4.4.2 Smart Meter Platform

4.4.3 The financial management system interface and data migration

4.4.4 Complete system and interface testing

4.4.5 Training costs

5 EXISTING VENDING INFRASTRUCTURE

5.1 The Bidder shall familiarise himself with the operation of the existing Vending Systems (hardware, software and data) currently serving the prepayment meter customers in the area and take this infrastructure into

account in the proposed vending solution offered. In this regard the bidder is to specifically note the following:

5.1.1 The Endumeni Municipality will be responsible for providing its own hardware to interact with the online vending system.

5.1.2 The bidder will be responsible for ensuring third party vendors have suitable hardware to interact with the online vending system.

5.2 The existing on-line vendors which are currently managed by the service provider connect to the existing Vending System using GPRS/mobile broadband and the internet. These vendors shall remain operational during the installation and commissioning of the new Vending System.

5.3 The Vending System must have the capability to vend to all STS keypad meters installed in the area.

5.4 The transfer from the existing system to the new one shall be seamless. The Bidder shall ensure that all existing data is properly backed-up and secured prior to the 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 Bidder.

6 INTEGRATION

6.1 The Vending System offered must have the capability to interface with the municipality's customer database, billing system, etc. Endumeni municipality is currently migrating to Munsoft Financial Management System. Experience integrating with MSCOA system will be advantageous. Note: The integration with the Municipality's Financial System must be live (not flat file data transfer).

6.2 The Vending System shall have an Application Programme Interface (API) to allow third parties to access the system securely for integration purposes.

6.3 It is envisaged that a Geographical Information System will be linked/incorporated into the Vending system. The proposal should describe how the solution would cater for such GIS integration.

7 TECHNOLOGY AND PLATFORM

7.1 Reports

7.1.1 Item 8.6 list examples of standard reports that shall be available on the Vending system. It must be noted that this list must not be total and complete. The municipality may require additional reports which will be provided by the service provider free of charge.

7.1.2 It shall be possible to search the audit log under various parameters to easily locate details of changes written to the system databases.

7.1.3 The databases shall not be encrypted as the design of customized reports is essential. Except for fields that must be encrypted by prevailing law. (PoPI Act 4 of 2013 or the latest available one)

7.2 Operating System

7.2.1 The application middle-tier and back-end must be certified to run on any one of the following platforms: Windows Server 2025® or higher or Linux 10.

7.2.2 The database must be certified to run on any one of the following platforms Windows® or Linux.

7.2.3 All system functions shall be accessed via a user-friendly Graphical User Interface (GUI).

7.3 Hardware

7.3.1 The vending system shall operate on a standard, readily available, PC-based machine with no special modifications required to any parts.

7.3.2 Endumeni Municipality will be responsible for providing its own hardware.

7.3.3 The service provider will be responsible for ensuring third-party vendors have capable hardware to provide the requisite vending service.

7.4 Vendor Data Model

7.4.1 The data model shall be capable of the following:

7.4.1.1 Collection fee shall be connected to Customer Accounts only.

7.4.1.2 Multiple different collection fees can be connected to a Customer's Account.

7.4.1.3 The tariff shall be connected to a Meter only.
7.4.1.4 The data model shall allow for the definition of hierarchical Nodes in order to simulate a distribution network.
7.4.1.5 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.
7.4.1.6 The data model shall allow for the recording of individual Consumer agreements, with multiple agreements per Consumer per resource.

7.5 Web Client GUI

7.5.1 The system shall allow for the following business logic:
7.5.1.1 Customer Management
7.5.1.2 Meter Management
7.5.1.3 Transformer Management
7.5.1.4 Reporting
7.5.2 The business logic must 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.
7.5.3 The Web client must be able to run on Windows XP® or higher, Linux or OS-X based operating systems.
7.5.4 The Web client must be capable of running in most commonly used secure web browsers including Chrome, Microsoft Edge, Internet Explorer etc

7.6 Security

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

7.6.1 The system shall allow for the addition of an unlimited number of named operators.
7.6.2 Security shall be adjustable to allow for limited individualized access to any field within the database, with access control.
7.6.3 All replication files shall have adequate data security and shall not be accessible via any unauthorized tools or Open Database Connectivity (ODBC) links.
7.6.4 The complete database shall be automatically mirrored to the disaster recovery machine at intervals that is user configurable.
7.6.5 The system shall replicate only changed information in both directions with the ability to resend if required.
7.6.6 The replication engine shall be adjustable to allow for the replication of any information contained in the database, including transaction information, meter management information and security information.
7.6.7 The replication engine shall enable the replication of the complete database to a remote point for full system mirroring.

7.7 Communication

7.7.1 Network communication shall include but not be limited to the following:
7.7.1.1 Corporate LAN / WAN
7.7.1.2 GPRS/Mobile broadband
7.7.1.3 Internet
7.7.1.4 Intranet
7.7.1.5 Radio modems and Wi-Fi
7.7.1.6 Satellite
7.7.1.7 SMS (cell phone short message system) and in addition any similar standard message system

7.8 Online Vending

7.8.1 The system shall have the ability to work online via a scalable message queuing mechanism.
7.8.2 All messages shall be via the self-defining, open document format (Archiving Rules) Vend specification protocol.
7.8.3 The online transaction processing infrastructure shall have unlimited scalability with hot-swappable redundancy.

7.9 Profile Engine

The system shall have an independent profiling application operating at central level that will allow Endumeni Municipality to dynamically (as the master database is updated) profile the database according to an unlimited number of views.

7.10 Transaction Switching

7.10.1 The system shall include as an additional option the capability to direct transaction requests from vending clients to different services databases. The Bidder is to indicate whether the process is manually done or automatically.

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

7.10.3 The transaction switch shall include vendor credit management tool allowing upfront vendor to be managed.

7.10.4 The transactions switch shall either include, as an option, or be able to integrate to an electronic fund transfer (EFT) switch to facilitate credit/debit card payments.

7.10.5 The EFT option shall include a secure web site for selling services.

7.10.6 The transaction switch shall allow for various service providers of mobile technology to integrate seamlessly to the transaction switch.

7.10.7 The transaction switch shall allow a SMS (GSM) based message to transact with the switch.

OPERATION

7.11 Critical Performance Parameters

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

7.11.1 The software and database shall be able to accommodate, with no special changes other than hardware scaling, more than 30 000 customers through 50 vendors generating a minimum of 50 000 transactions per month with no upper limit restrictions.
7.11.2 The software and database shall have no limitation on the number of named users and workstations it can accommodate.
7.11.3 The system must be a real time system.
7.11.4 The Bidder must indicate how many transactions per second can be processed, with a minimum of at least 10 per second.
7.11.5 A standard vending operation shall be less than 20 seconds from request to completion token printing or programming.
7.11.6 Thin client architecture shall require less than 32kb/sec to be functional over WAN.
7.11.7 The system shall be operational on a 24 / 7 basis.

7.12 Languages & Currency

7.12.1 Standard language available on the system shall be English.
7.12.2 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.

7.13 Electricity Prepayment Vending

7.13.1 Transactions

7.13.1.1 All transactions shall be atomic to such an extent that taxes, levies, standing charges, arrears and services are all created through individual rows in the database.
7.13.1.2 Transaction reversals shall:
7.13.1.2.1 be effected with full trace-ability of the reversal;
7.13.1.2.2 shall allow for a reason to be supplied;
7.13.1.2.3 shall be traceable to an operator; and
7.13.1.2.4 shall reverse an entire transaction batch consisting of taxes, levies, auxiliaries and resource amounts.

7.13.2 Vending Operations

7.13.2.1 The system shall be capable of vending on-line and via cell phone to all STS prepayment meters in the Endumeni Municipal Area of Supply.
7.13.2.2 The system shall be capable of vending on-line and via cell phone engineering tokens.
7.13.2.3 The system shall be capable of vending on-line and via cell phone free electricity grants.
7.13.2.4 The system shall be capable of collecting arrears or service fees using the following methods:
7.13.2.4.1 Percentage of transaction
7.13.2.4.2 Monthly Fixed Fee calculated on first transaction of a month
7.13.2.4.3 Monthly Fixed Fee calculated daily
7.13.2.4.4 Any additional method as may be specified by the Endumeni Municipality
7.13.2.5 The system shall be capable blocking customers from making purchases.
7.13.2.6 The system shall be capable of handling step tariffs.
7.13.2.7 The system shall be certified by the STS association as being Vending, Engineering and Key Change Management compliant – **Note** – STS 2. A copy of the certificate must be attached.
7.13.2.8 The system shall be capable of allowing transaction viewing, re-prints and reversals, without compromising the integrity of transactions and subject to appropriate security.
7.13.2.9 The system shall have ability to, subject to appropriate security, look up the localized:
7.13.2.9.1 transaction history,
7.13.2.9.2 free units,
7.13.2.9.3 replacement tokens,
7.13.2.9.4 engineering tokens, and

7.13.2.9.5 arrear payments of a relevant consumer.

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

7.13.3 Vending Management

7.13.3.1 The system shall allow for the definition of independent banking batches, sales batches and shift batches to accommodate various levels of operators.

7.13.3.2 The system shall allow for the automated or manual sign-off of banking batches from a central point.

7.13.3.3 The system shall allow for both upfront and deposit-based credit management mechanisms. In the case of upfront vending, vendors shall have pre-defined, replenishable credit limits limiting the exposure at certain outlets. The option shall exist to update credit limits automatically or manually.

7.13.3.4 Tokens and receipts shall be contained in customizable templates that shall be customized at will by the Endumeni Municipality. The default templates shall also be kept on the system.

7.13.3.5 It shall be possible to automatically SMS a message to the end user advising them of any problems.

7.13.4 Arrears

7.13.4.1 The system shall have the ability to collect multiple categories of arrears from the consumer by leveraging the prepayment transaction according to a unique formula for each consumer.

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

7.13.4.3 Integration into an existing financial credit control system must be possible.

7.13.4.4 Multiple meters and accounts per property must be accommodated.

7.13.5 Tariffs

7.13.5.1 The system shall accommodate step tariffs, with an unlimited number of kWh based steps.

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

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

7.13.5.4 The Vending system shall have automated activation dates for tariff changes, eg high season and low season tariff should be applicable.

7.13.5.5 The Vending system shall allow the Endumeni 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.

7.13.5.6 The system shall provide for the Electricity Base Support Services Token (EBSST).

7.13.5.7 The system shall, in the instance of smart meters, make provision for Time of Use tariffs.

7.13.6 Payment System

7.13.6.1 The vending system shall be capable of supporting the following:

7.13.6.1.1 Vending clients:

7.13.6.1.1.1 Hand held device

7.13.6.1.1.2 Cell phone vending

7.13.6.1.1.3 Web based vending

7.13.6.1.1.4 Debit Orders

7.13.6.1.2 Engineering clients:

7.13.6.1.2.1 Wed based

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

7.13.6.2.1 Cash

7.13.6.2.2 Credit Card

7.13.6.2.3 Debit Card

7.13.6.2.4 EFT (Bank Transfers)

7.13.6.2.5 Debit Orders

No cheque payments will be accepted through the vending system

7.14 Vendor Management

7.14.1 The Bidder shall be responsible for the following:

7.14.1.1 Setting up guidelines for appointing and contracting the vendors and compiling an agreement / contract pricing. The guidelines and agreement to be approved by the Municipality.

7.14.1.2 Bidders are to note that there are existing third-party vendors who are contracted to the Endumeni Municipality. These contracts will be terminated by the municipality to coordinate with the new service provider entering into contracts with these and/or new third-party vendors.

7.14.1.3 Advertising and information meetings with prospective vendors.

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

7.14.1.5 Advising the vendor of all the necessary hardware, software and communications equipment needed for the vendor to operate.

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

7.14.1.7 Train on the routine, preventative and necessary maintenance, repair and servicing as is required to maintain the equipment.

7.14.1.8 To reconcile the revenue received from the vendors daily and provide the necessary credit to the vendor to continue vending.

7.14.1.9 Payment of any vendor commissions owed.

7.14.1.10 Payment of revenue received (Prepaid & Auxiliary separately) directly in Endumeni Municipality account at predetermined times together with a reconciliation of said revenue.

7.14.1.11 Providing daily, weekly and monthly reports as required by the Endumeni Municipality.

7.14.1.12 Provide audit reports.

7.14.2 Support Services

7.14.2.1 The Bidder shall be responsible for the following:

7.14.2.1.1 Provide a 24/7 support service for vendors.

7.15 Meter Management

7.15.1 To assist with meter management, the system shall have the ability to record, a meter status.

7.15.2 All meter management processes shall be performed via a user-friendly, iconic graphical user interface depicting a certain task. The minimum number of pre-defined meter management tasks shall be:

7.15.2.1 Receive a meter from a service provider

7.15.2.2 Send a meter to a service provider for repair

7.15.2.3 Scrap a meter

7.15.2.4 Install a meter

7.15.2.5 Remove a meter

7.15.2.6 Change status of a meter

7.15.2.7 Update status of a meter

7.15.2.8 Create a location

7.15.2.9 Update location details

7.15.2.10 Link a consumer with a location / meter

7.15.3 Meter management processes shall automatically change the modes of operations associated with a meter.

7.15.4 The system shall be customizable in real time and in such a way that processes could be adapted to the Endumeni Municipality unique process flows and needs.

7.15.5 The system shall allow for the definition of an unlimited number of meter locations that could be associated with the real-time customizable meter management processes.

7.16 Reporting and Information

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

7.16.1 Energy sales per meter

7.16.2 Energy sales per customer

7.16.3 Electricity purchased by cash, cheque, credit card, debit card, electronic fund transfer

7.16.4 Financial statistics relating to individual transactions

7.16.5 Total sales per vendor (point-of-sale) in a date range

7.16.6 All transactions for a shift per vendor (point-of-sale)
7.16.7 Shift details per vendor (point-of-sale) in a date range
7.16.8 Refunds given
7.16.9 Free units issued
7.16.10 Number of customers purchasing less than a selectable number of kWh per month
7.16.11 Value of service charges per tariff
7.16.12 Recovery of arrears
7.16.13 Debt statistics:
7.16.13.1 Outstanding debt balance
7.16.13.2 Loaded debt
7.16.13.3 Collected debt total/vendor
7.16.13.4 Manually cleared debt
7.16.13.5 Debt loadings report
7.16.13.6 Block meters with outstanding debt
7.16.14 Number of active customers per town
7.16.15 History of all customers per billing area
7.16.16 History of all meters at a billing area
7.16.17 Movement history per meter
7.16.18 Movement history per customer
7.16.19 Track low purchase history
7.16.20 Meter changes
7.16.21 Electricity purchased per Region
7.16.22 Total meters installed per Region
7.16.23 List of customers selected by street name or a portion of the address
7.16.24 List of disconnected meters by disconnected reasons in a date range
7.16.25 List of disconnected meters by town
7.16.26 List of disconnected meters by billing area
7.16.27 Blocked meters on system
7.16.28 Statistics of installed meters filtered by date range, connected type, region, etc.
7.16.29 Engineering tokens report
7.16.30 Point of sale credit updates
7.16.31 User audit trace
7.16.32 Reversed transaction reports.
7.16.33 Vendors per region

The Bidder is to note that this list of reports is not to be viewed as complete. Additional reports may be required which will be provided at no additional cost to the municipality.

7.17 Workflow Management

7.17.1 The system shall allow for configurable processes in order to map the working environment of the Endumeni Municipality.
7.17.2 It shall be possible to configure processes in all aspects of the system, including tariff configuration, transaction, arrear and revenue management, meter management, customer management.

8 SYSTEM TESTING

8.1 The test procedure to be followed during the testing of the Vending System must be submitted with the bid
8.2 The system including interfaces with financial system and the "Super" vendors shall be tested thoroughly together with the successful Bidder and the personnel from the Endumeni Municipality before final handover.

9 MIGRATION OF DATA AND COMMISSIONING OF NEW SYSTEM

9.1 The successful Bidder shall be responsible for migration of all existing data from the existing Vending Systems operating in Endumeni Municipality to the new Vending System.
9.2 A project plan showing the proposed stages for the commissioning of the new Vending System shall be provided as part of the bid documents.

9.3 The Bidder shall specify their full commissioning schedule from the setting up to the final handover of the Vending System.

10 TRAINING

10.1 The scope and cost of the training for the staff of the Endumeni Municipality shall form part of the bid.
10.2 A full training schedule indicating what type and level of training shall be provided.
10.3 The Endumeni Municipality staff must be fully trained and proficient before the system is finally handed-over.
10.4 The training shall include, but not limited to:
10.4.1 Full system administration
10.4.2 Full vending administration
10.4.3 Full smart metering interface
10.4.4 Revenue Management Philosophy specifically the use of the Online Vending System to accomplish more effective loss management.

11 ALTERNATIVE VENDING OPTIONS

11.1 The system should as a minimum, cater for:
11.1.1 Mobile POS vending via handheld vending devices operation on GPRS / GSM.
11.1.2 Cell phone vending for mobile vending agents using standard cell phones to sell tokens.
11.1.3 Internet Web Site vending. This includes the design and application for Endumeni Municipality branded website for Internet vending linked through the Endumeni Municipality official website.
11.1.4 Connection interface for third-party vendors and services compliant to ISO 8583. This should be a separate, dedicated switching application.

12 MOBILE ENGINEERING CLIENT

The system shall support and interface mobile meter engineering applications. The application will be as a minimum be used to perform key change tokens, clear tamper tokens, clear credit tokens and replacement credit.

Access to the mobile management client application shall be user access controlled via the central management server. All tokens shall be generated centrally on the server, only for existing meters on the server.

13 MANAGEMENT OF VENDORS BY SERVICE PROVIDER

13.1 Stipulate criteria to determine placement of Vendors.
13.2 Stipulate commission to be paid to Vendors.
13.3 Method of payment, up front.
13.4 Criteria for appointment of Vendors.
13.5 The commercial arrangement will be as follows:
13.5.1 Percentage on turnover through each vendor terminal managed by service provider.
13.5.2 Turnover through web.
13.5.3 Other costs.

15. SMART READY SYSTEM REQUIREMENTS

13.6 General Requirement

13.6.1 The system shall support a wide range of meters:
13.6.1.1 Single Phase (Residential)
13.6.1.2 Three Phase (Light Commercial / Industrial)
13.6.1.3 Large Power Users (LPUs)
13.6.2 The system shall support vending for STS prepayment meters in the same application.
13.6.3 The system shall support remote disconnection and reconnection of the meter load.
13.6.4 The system shall support remote programming of meters.
13.6.5 The system shall support deduction of fixed charges and /or debt recovery from credits applied.
13.6.6 The system should have capacity to generate receipts and load STS tokens remotely.

13.6.7 The system shall operate through the most up-to-date network operating system, including client workstations and a modern relational database systems.
13.6.8 The system shall be designed to manage over 50 000 meters. The architecture shall be fully scalable, enabling integration of additional client workstations, system users and technologies / devices for communicating with the meters.
13.6.9 The system architecture shall be modular and scalable as far as possible.
13.6.10 The system shall be web based.
13.6.11 The system shall support loading of parameters to the meters remotely in batch, such as tariff table, grid threshold data, load channel control.
13.6.12 The system shall support upgrading of meter firmware remotely in batch, no less than 1 000 meters.
13.6.13 The system shall support Time of Use tariff applications.

13.7 System Access Management

The system shall support the creation and maintenance of the system's operators, roles, access control permissions and home page permissions.

13.7.1 The system users shall be able to access the system application from using the internet, LAN and/or WAN.
13.7.2 The system shall have the ability to create roles and user groups.
13.7.3 The system shall allow assignment of roles to users and groups.
13.7.4 Accessibility to system functionality shall be authorized through roles.
13.7.5 User rights shall be automatically updated based on the associated group or role.

13.8 Archive Management

The system shall support creation and maintenance of archival information, including power grid structure, meter, terminal and other system related equipment, and supports batch import of such data via import file.

13.9 Core Parameter

The system shall be able to manage GPRS Meter readings, setting and control command parameter and other business-related core parameters.

13.10 Meter Readings

13.10.1 The system shall support meter reading, remotely and/or via hand held devices in exceptional cases. Meter readings are the core data in a Smart Metering Environment.
13.10.2 The system must have on-demand and scheduled meter reading methods.
13.10.3 An operator must be able to schedule a meter reading plan using the system task template.

13.11 Load Control

The system must be able to manage remote disconnection and reconnection of customer's load.

13.12 Data Query

The system must be able to query meter's data such as daily billing data, monthly billing data, load profile and energy consumption data.

13.13 Alarm & Events

The Smart meters provided will produce events and alarms and send them back to the operations office of Smart Prepayment system. The system must support the processing and management of events and alarms.

13.14 Network Monitoring

The system must have the ability for an operator to monitor meter statuses i.e. tampered meters, if a meter is online or offline etc., remotely.

13.15 Clock Synchronization

Due to a number of reasons like variation of ambient temperature, meter clocks may show daily drift which at the end of week or month may cause reasonable time error. On the other hand, reading and storing synchronized data from meters are essential for most of analysis such as line loss analysis. The best and most affordable way to retain accuracy of meter clocks is synchronizing them from the main server. The system must be capable of sending time synchronization command to one specific meter as well as a batch of predefined meters and the time synchronization must be done automatically by the system at a predefined scheduled time.

13.16 Reports

The system must be able to provide reports, including meter data reports, device reports, customer reports etc. The main required sample reports are listed below but not limited, the Endumeni Municipality might require additional reports and the service provider should offer such reports as and when required.

13.16.1 Meter Reading Report
13.16.2 Energy Consumption
13.16.3 Load Profile
13.16.4 Energy Consumption Statistics
13.16.5 Electricity Comparative Analysis
13.16.6 Device Information

13.17 Log Management

The system must be able to manage the system's access log and archive log. Any login information must be recorded in the system access log such as operator name, login time and login IP, etc. Any change of system archive must be recorded in archive log such as add a new archive, edit an archive and delete an archive, etc.

13.18 Pricing

The Endumeni Municipality requires that the costs of the solution be covered by the percentage vending fee in the pricing schedule.

BID EVALUATION

Bids will be evaluated in 4 phases:

1. Phase 1 - Returnable documents - Bidders who have submitted all the required documents will proceed to the next phase.
2. Phase 2 – Functionality - A maximum point on offer is 70 points, bidders must score a minimum of 50 points to proceed to the next phase
3. Phase 3 - Technical Demonstration- Only bidders who have passed phase 1 and 2 evaluations will be then invited for technical demonstration. Bidders are to score minimum of 80 points to proceed to the last phase.
4. Phase 4 - Specific Goals - Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system.

Phase 2: Functionality

Item	Description	Maximum Points
1	**Utility Experience** The bidder is expected to have experience providing online hosted vending solutions to electricity supply utilities. Points will be awarded as follows: • 7 points for every project. Evidence required for each completed project: Appointment letter/Order and Completion certificate or client reference letter for completed projects; and Brief description of services rendered. The evidence should clearly indicate the client, project, scope of services and period of appointments. **No score will be allocated should the Appointment letter/ Order not accompanied by letter of completion/ reference letter.**	35
2	Business Continuity Plan — Points • Disaster Recovery plan — 3 • Back up strategy — 3 • Back up frequency — 3 • Recovery time objective — 3 • Disaster recovery site/location — 3	15
3	**Local Product Development – 10 Points** The bidder must demonstrate that the proposed system is developed, maintained and modified in South Africa by a South African-based software development team. 10 Points: **The bidder provides satisfactory and verifiable evidence that software development and system modifications are performed in South Africa by local developers. Evidence must include:** 1. CVs of the local developers responsible for the product 2. Proof that the nominated developers are employed or contracted by the bidder/South African development entity. 3. CIPC registration details of the South African entity responsible for development, where applicable. 4. At least 2(two) examples of significant system developments or modifications completed by the South African development team. **The Municipality reserves the right to conduct a technical demonstration/interview with the nominated developers to verify the information submitted.** **0 Points:** The system's development and modifications are performed outside South Africa, or the bidder fails to provide sufficient verifiable evidence that the development and modification work is performed locally.	10
4	**Support Desk – 10 Points** The bidder must provide a staffed support desk capable of providing support to municipal officials, electricity customers and authorised third-party vendors. **The bidder must submit documentary evidence of the support service offered, including:** • support desk operating hours and days. • support desk organisational structure.	10

- number and designation of support personnel.
- CVs of key support personnel.
- call-logging/ticketing system;
- escalation procedure and escalation matrix.
- after-hours support arrangements, where applicable.

Scoring:

Support availability	Points
24 hours per day, 7 days per week, 365 days per year	10
14 hours per day, 7 days per week (8:00-22) incl. Public holidays	8
14 hours per day, 5 days per week (08:00–22:00)	5
Normal business hours (08:00–17:00)	2
No staffed support desk	0

The Municipality reserves the right to verify the claimed support arrangements through a demonstration, telephone verification, interview, reference verification or other reasonable means.

Phase 3: Technical Demonstration

100 points is on offer in this phase of evaluation. Bidders are to score 80 points of the 100 on offer to be further evaluated on preferential points:

Item	Description	Maximum Points
1	**Vending Cycle** Demonstration of a typical online vending cycle. Points will be awarded based on clarity and ease of use as follows: • Clear/concise/easy to use: 10 points • Complicated/difficult to use: 5 points • Failed: 0 points	10
2	**Customer Management** Demonstration of Customer Management functionality including adding customers, properties, contracts etc. Points awarded for clarity and ease of use as follows: • Clear/concise/easy to use: 20 points • Complicated/difficult to use: 15 points • Failed: 0 points	20
4	**Meter Management** Demonstration of meter management functionality. Points awarded for clarity and ease of use as follows: • Clear/concise/easy to use: 10 points • Complicated/difficult to use: 5 points • Failed: 0 points	10
5	**Financial System Integration** Demonstration of the system integration with a Financial Management System preferably Munsoft. Points will be awarded as follows: • Integration with Munsoft: 10 points • Integration with other Systems: 0 points Additional points awarded as follows: • Clear/concise/easy to use: 10 points • Complicated/difficult to use: 5 points • Failed: 0 points	10 10
6	**Smart Metering System** Demonstration of the Smart Meter integration. This should include a physical demonstration with an existing smart meter showing typical functionality including: • Clock Synchronization: 5 points • Remote disconnection and reconnection of meters: 5 points • Remote meter reading: 5 points • Load Control: 5 points • Network monitoring: 5 points • Reports: 5 points	30

ANNEXURE A: COMPLIANCE WITH THE SPECIFICATION

Bidders are to complete the schedule below indicating:

- Compliance with the referenced "Paragraph" – indicate YES or NO.
- Notes/Reference – indicate a link to the information provided with the bid submission.

Paragraph	Description	Compliance (YES/NO)	Notes/Reference
4	VENDING SYSTEM COSTS		
5	EXISTING VENDING INFRASTRUCTURE		
6	INTEGRATION		
7	TECHNOLOGY AND PLATFORM		
7.1	Reports		
7.2	Operating System		
7.3	Hardware		
7.4	Vendor Data Model		
7.5	Web Client GUI		
7.6	Security		
7.7	Communication		
7.8	Online Vending		
7.9	Profile Engine		
7.1	Transaction Switching		
8	OPERATION		
8.1	Critical Performance Parameters		
8.2	Languages & Currency		
8.3	Electricity Prepayment Vending		
8.4	Vendor Management		
8.5	Meter Management		
8.6	Reporting and Information		

Paragraph	Description	Compliance (YES/NO)	Notes/Reference
8.7	Workflow Management		
9	SYSTEM TESTING		
10	MIGRATION OF DATA AND COMMISSIONING OF NEW SYSTEM		
11	TRAINING		
12	ALTERNATIVE VENDING OPTIONS		
13	MOBILE ENGINEERING CLIENT		
14	MANAGEMENT OF VENDORS BY SERVICE PROVIDER		
15	SMART READY SYSTEM REQUIREMENTS		
15.1	General Requirement		
15.2	System Access Management		
15.3	Archive Management		
15.4	Core Parameter		
15.5	Meter Readings		
15.6	Load Control		
15.7	Data Query		
15.8	Alarm & Events		
15.9	Network Monitoring		
15.1	Clock Synchronization		
15.11	Reports		
15.12	Log Management		
15.13	Pricing		
16	TID ROLLOVER		
16.1	General		
16.2	Time Frame		
16.3	Plan		
16.4	Penalties		
16.5	Additional Costs		

ANNEXURE B: LIST OF RETURNABLES

The list below shows returnables as required by the technical specification. Bidders are to complete the schedule below indicating:

- Whether the returnable has been included.
- Notes/Reference – indicate a link to the information provided with the bid submission.

Paragraph	Description	Submitted	Notes/Reference
3.4	**Technical Staff** Staff CV's – Short form		
4.4.1 – 4.4.4	**Functional Modules**		
8.3.2.7	**STS 2 Compliance Certificate**		
9	**System Testing Procedures**		
10	**Data Migration Project Plan**		
11	**Training Schedule**		
14	**Third-Party Vendor Management Policy**		

ENDUMENI MUNICIPALITY

INVITATION TO BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B05/2026-27	CLOSING DATE:	14 DECEMBER 2026	CLOSING TIME	14H00
DESCRIPTION	RE-ADVERTISEMET: APPOINTMENT FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF AN STS ONLINE HOSTED VENDING SYSTEM FOR ENDUMENI LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

ENDUMENI MUNICIPALITY
CIVIC CENTRE
64 VICTORIA STREET
DUNDEE
3000

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SCM MANAGER	CONTACT PERSON	MR S NDEBELE
CONTACT PERSON	MR B MOLEFE	TELEPHONE NUMBER	0342122121
TELEPHONE NUMBER	034-492 0542	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	ndebeles@endumeni.gov.za
E-MAIL ADDRESS	molefeb@endumeni.gov.za		

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA	☐ YES ☐ NO
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

ENDUMENI MUNICIPALITY

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number:
Closing Time: 14H00	Closing Date: 14 DECEMBER 2026

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

FIXED PERCENTAGE COMMISSION (YEAR 1-3) _____

N.B: ALL PERECENTAGE COMISSION MUST BE INCLUSIVE OF ALL TAXES

NB: THE BID IS FOR A PERIOD OF 3 YEARS FROM DATE OF APPOINTMENT

- Required by: .....
- At: .....
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s) .....

Note: **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

***Delete** if not applicable

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their positioning 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, trustee, hareholder[2]):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you or any Directors/trustees/shareholders/ members presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

.....

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

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 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**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle 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**

3.14.1 If yes, furnish particulars:

.....

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Are you employed by National/ Provincial/ Local Government? YES/NO	If YES, please give details

5. I duly confirm that the above information is correct until otherwise advised in writing AND the company undertakes to immediately, in writing on same day of appointment, advise the Municipality immediately if any of its directors/trustees/ members/shareholders assumes appointment as an employee in national, provincial and/or local government AND the company will deregister from the Municipality Supplier Database and cease forthwith from doing business with the Municipality AND the company shall be subject to a penalty of forfeiting all payments for services rendered or products delivered or installed if it fails to immediately disclose in writing the employment of any of its directors/trustees/ members/shareholders in national, provincial and/or local government.

....

Signature **Date**

....

Capacity **Name of Bidder**

ENDUMENI MUNICIPALITY

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

The 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or

any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this

tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	**Number of points claimed (90/10 system) (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Locality (**Under KZN Province) CSD to be attached**		20		
Locality (**Outside KZN Province within South Africa) CSD to be attached**		10		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

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:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities 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.

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

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 ☐
4.7.1	If so, furnish particulars:		

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

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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 *pe se* prohibition meaning that it cannot be justified under any grounds.

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

a. take all reasonable steps to prevent such abuse;

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

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

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

    (a) has been requested to submit a bid in response to this bid invitation;

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

    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] 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.

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

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

....

Signature Date

....

Position Name of Bidder

ENDUMENI

BID NOTICE / INVITATION TO BID

Bid Number: B05/2026-27

RE-ADVERTISEMENT: APPOINTMENT FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF AN STS ONLINE HOSTED VENDING SYSTEM FOR ENDUMENI LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS

Bids are hereby invited for "**B05/ 2026– 27:Re-Advertisement: Appointment For The Supply, Installation and Commissioning of an STS Online Hosted Vending System For Endumeni Local Municipality For A Period of 3 Years**", subject to Council's Supply Chain Management Policy.

Bidders should submit the returnable documents as per the requirements of this bid. **Bids may only be submitted on the bid documentation provided by Endumeni Local Municipality; and be completed in handwriting in black ink.**

Bid documents will be available from the office of the Supply Chain Management Office, Room 14, 64 Victoria Street, Dundee, 3000 during office hours between 07h30 to 15h30 as from **12 November 2026**.

Tender documents can be downloaded free of charge from the municipal website at www.endumeni.gov.za and National Treasury e-Tender Portal at www.etenders.gov.za

A non-refundable document fee of R 500.00 payable in cash or by EFT in favour of the Endumeni Municipality is required on collection of the Bid documents.

Technical enquiries: Mr S Ndebele **Telephone No.**:034 2122121 / Ext 0509

All bidders must sign the delivery register situated by reception or with security.

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system. The bids will remain valid for 90 days. The Council reserves the right to some or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed **"Bid Number: "B05/ 2026 – 27 RE-ADVERTISEMENT: APPOINTMENT FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF AN STS ONLINE HOSTED VENDING SYSTEM FOR ENDUMENI LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS"** bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Endumeni Municipality - Civic Centre, 64 Victoria Street, Dundee by no later than **14:00 on 14 DECEMBER 2026** where bids will be opened in public.

Notice No: 109/2026

Mr. MF HADEBE
Municipal Manager
Endumeni Municipality
64Victoria Street
Private Bag X 2024
Dundee.

Date: 06/11/2026