



CONTRACT NO: F (CC) 22/2023

TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S FOR MANAGEMENT OF CREDIT CONTROL SERVICES, REVENUE PROTECTION, ADMINISTRATION OF RELATED FIELD ACTION FOR A PERIOD OF THREE (3) YEARS.

Compulsory Briefing Session will be held on **Friday 19 May 2023 at 13:30pm** at **Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1739.**

**NAME OF TENDERER:
CENTRAL SUPPLIER
DATABASE (CSD)**

MAAA

TELEPHONE No:

TELEFAX No:

E-MAIL ADDRESS:

ADDRESS:

MAY 2023

Issued by:

Municipal Manager
Mogale City Local Municipality
P O Box 94
KRUGERSDORP
1740

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PART A

INVITATION TO BID

MBD 1

| | | | | | |
|---|---|----------------------|---------------------|----------------------|--------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MOGALE CITY LOCAL MUNICIPALITY | | | | | |
| BID NUMBER: | F (CC) 22/2023 | CLOSING DATE: | 05 JUNE 2023 | CLOSING TIME: | 11:00 |
| DESCRIPTION | TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S FOR MANAGEMENT OF CREDIT CONTROL SERVICES, REVENUE PROTECTION, ADMINISTRATION OF RELATED FIELD ACTION FOR A PERIOD OF THREE (3) YEARS | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |

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

| | | | | | |
|--|-------------|--|---------------|--|--|
| CNR. COMMISSIONER & MARKET STREET | | | | | |
| CIVIC CENTRE | | | | | |
| MOGALE CITY | | | | | |
| KRUGERSDORP | | | | | |
| 1740 | | | | | |
| 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 <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <input type="checkbox"/> 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? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | | TOTAL BID PRICE | |
| SIGNATURE OF BIDDER | | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL CLARIFICATION QUERIES MAY BE DIRECTED TO: | |
| DEPARTMENT/ DIVISION | Supply Chain Management | | | |

| | | |
|----------------|--------------------------------|--|
| E-MAIL ADDRESS | SCMEnquiries@mogalecity.gov.za | |
|----------------|--------------------------------|--|

PART B TERMS AND CONDITIONS FOR BIDDING

| | |
|---|--|
| 1. BID SUBMISSION: | |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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)? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. | DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. | DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. | IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <p>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.</p> | |

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:

ADVERTISED IN: The Star
PUBLISHING DATE: Friday 05 May 2023
TENDER NOTICE: F (CC) 22/2023

MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Financial Services

TENDER NO: F (CC) 22/2023

TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S FOR MANAGEMENT OF CREDIT CONTROL SERVICES, REVENUE PROTECTION, ADMINISTRATION OF RELATED FIELD ACTION FOR A PERIOD OF THREE (3) YEARS.

Compulsory Briefing Session will be held on **Friday 19 May 2023 at 13:30pm at Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1739.**

Adjudication: 80/20

Tenders will be evaluated using functionality evaluation **criteria of 80 points** of which the service provider is required to score the minimum of **55 points** in order to be considered for further evaluation. Tenders will be evaluated using the 80/20 preference point system which awards 80 points for Price and 20 points for Specific goals in accordance with the table below:

- 80 points for Price
- 20 Points for specific goals

| B-BEE Level Contributor | Status of | Number of Points for Preference (10) |
|----------------------------------|------------------|---|
| 1 | | 10 |
| 2 | | 8 |
| 3 | | 6 |
| 4 | | 4 |
| 5 | | 2 |
| 6 | | 2 |
| 7 | | 2 |
| 8 | | 2 |
| Non-compliant contributor | | 0 |

| Local area of supplier | Number of Points for Preference. (10) |
|--|--|
| Within the boundaries of the Municipality | 10 |
| Outside of the boundaries of the Municipality, but within the West Rand District Municipality. | 6 |
| Within the boundaries of Gauteng Province | 4 |
| Outside of the boundaries of Gauteng Province | 0 |

Documents Collection: Documents can be downloaded from the e-portal at www.etenders.gov.za or www.mogalecity.gov.za

Documents available: As from **Friday 05 May 2023** on www.etenders.gov.za or www.mogalecity.gov.za

Enquiries: SCMEnquiries@mogalecity.gov.za

Venue: Tender boxes are situated at the reception desk of the Supply Chain Management Unit, situated on the upper level of the West Wing of the Mogale City Civic Centre, Corner Commissioner and Market Streets in Krugersdorp.

A. MANDATORY DOCUMENTS:
(IF NOT PROVIDED THE BID WILL BE INSTANTLY DISQUALIFIED.)

1. Fully completed and signed the Compulsory Briefing Session attendance register.
2. The bidding entity must submit Municipal account which is not more than three (3) months / ninety (90) days plus in arrears at the time of the closing date.
3. The director(s) of the bidding entity / Joint Venture / consortium must submit Municipal account which is not more than three (3) months / ninety (90) days plus in arrears at the time of the closing date.
4. The bidding entity must submit a valid signed lease agreement or rental statement which is in the name of the business and or the directors, which must stipulate who is responsible for payment of municipal services.
5. If the Bidding Entity operates from Informal settlement and is not responsible for municipal account / services:
 - 5.1. the bidder must submit Confirmation on Municipality / Metro letterhead signed and stamped from the ward Councilor / delegate with contact details.
6. If the bidding entity operates from parents' place / director's place or any other place and is not responsible for Municipal account / Services.
 - 6.1. The bidder must submit the property owner's Municipal account and Sworn Affidavit of the property owner with the original stamp from the Commissioner of Oaths.
7. If the bidding entity's property is new and has not been registered nor received any Municipal account, a Conveyancer's letter must be submitted as confirmation with the date of transfer.
8. Completed and signed the Declaration of Municipal Account.
9. Submit Central Supplier Database (CSD) Registration Report or Summary Report.
10. Completed and Signed Schedule of Pricing as issued in the document.
11. Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.
12. Completed and signed the below Municipal Bidding Documents:
 - 12.1 MBD 1: Invitation to tender
 - 12.2 MBD 4. Declaration of Interest.
 - 12.3 MBD 5 : Declaration of procurement above R10 million (VAT Included)
 - 12.4 MBD 6.1 Preferential Points
 - 12.5 MBD 8: Declaration of bidders past supply chain management practices
 - 12.6 MBD 9: Certificate of independent bid determination.

B. ESSENTIAL DOCUMENTS

13. Tax Clearance Certificate / Tax Compliance Status documents with Pin.
Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin.
14. Copies of director's ID not older than three (3) months, not a copy of a certified copy.
15. Copies of their BBEE certificates from an accredited BEE verification agency with their tender submission or sworn Affidavit.

C. BIDDING TENDER CONDITIONS:

1. All suppliers of goods & services are urged to register in the National Treasury web based Central Suppliers Database with effect from 1 July 2016.
2. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State are registered on the CSD prior to award letter/purchase order/signed contract being issued.
3. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points.
4. According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.
5. A trust, consortium or joint venture will qualify for points for the BBBEE status level as a legal entity, provided that the entity submits their consolidated BBBEE status level certificate. If a bidder does not submit a certificate substantiating the BBBEE status level of contribution/ and Affidavit or is a non-compliant contributor, the bidder will not be disqualified in the bidding process but score zero (0) points.
6. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
7. No electronic signature will be accepted in the bidding document. The bidder's signature must always be signed by hand in black ink.
8. No late tender will be accepted.
9. Telefax or e-mail tenders will not be accepted.
10. All bids must be submitted on the official and original forms and must not be re-typed, or scanned. Tenders must only be submitted on the bid documents as provided by Mogale City Local Municipality.
11. Tenders must be completed in black ink, handwritten and must not be typed.
12. The use of Tipp-ex is not allowed on the bid documents.
13. Bids completed in pencil will be regarded as invalid bids.
14. No page(s) must be removed from the original tender document.
15. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
16. In the event of a mistake having been made on the pricing schedule, it shall be crossed out in ink and be accompanied by full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
17. The lowest or any tender will not necessarily be accepted, and Mogale City reserves the right to accept a tender in whole or in part.
18. The Municipality reserves the right to appoint and not to appoint.
19. The validity period for this tender is ninety (90) days.
20. A Corporate social responsibility contribution of two (2) percent inclusive of 15% VAT will be levied on all companies/ service providers appointed as successful bidders if such companies are not based in the area of jurisdiction of Mogale City.

21. The Municipality reserve the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations.
22. All tender prices must be inclusive of VAT for all registered VAT vendors.
23. All bid prices must be in RSA currency and inclusive of VAT.
24. In the instance of a term tender (period longer than one year), please indicate the estimated annual price increase and the intervals of such increases, failure to indicate the escalation will lead to a disqualification.
25. Bids will be opened immediately after the closing date and time in a venue to be indicated.
26. Bids must be submitted in original, a copy of original and electronically on a USB which is PDF formatted.
- 27. Failure to price ALL items on the pricing schedule will lead to disqualification.**
28. No bids will be accepted from persons in the service of state as it is defined in the Municipal Finance Management Act and Regulations.
29. The supply Chain Management Policy of Mogale City Local Municipality allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.
30. Tender documents may be downloaded from e-tender portal at www.etenders.gov.za as well as www.mogalecity.gov.za.

OFFICE OF THE MUNICIPAL MANAGER



DECLARATION OF BIDDER/S MUNICIPAL ACCOUNT(S)

NAME OF BIDDING ENTITY.....

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Policy of the MCLM irrespective of the contract value of the bid:

NB: Please not that this declaration must be completed and signed by all bidders

- (i) I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- (ii) That the bidding entity as well as all its directors /shareholders must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate who is responsible for payment of municipal services.
- (iii) That the copy of the lease agreement/municipal account in the name of the bidding entity and Lessee will only be accepted if water and lights are part of lease payment.
- (iv) I acknowledge that should it be found that any Municipal Rates and Taxes or Municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and MCLM may take such remedial action as is required, including the rejection of the bid and/or termination of the contract. (Unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
- (v) The following account/s of the bidding entity has reference:

| Municipality | Account number |
|---------------------|-----------------------|
| | |
| | |
| | |
| | |

(NB: if insufficient space above, please submit on a separate page)

(vi) If the Bidding Entity operates from home/ family place / director’s place or any other place and is not responsible for Municipal account, the bidder must sign **Declaration of Municipal Account.**

| | Yes | No |
|--|-----|----|
| ➤ Bidding entity who operates from informal settlement | | |
| NB: if yes, the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services; • The bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate. | | |
| ➤ Bidding entity who operates from a property owned by a director / member / partner | | |
| Bidding entity who operates from somebody else’s property (non-Rental paying) N.B: If yes, attach confirmation affidavit of the property owner confirming who is responsible for payment of water and lights. | | |
| ➤ Bidding entity who rent premises from a landlord N.B: Attach valid lease agreement which stipulate who is responsible for payment of Municipal services or Rental statement | | |
| Other (Please specify) | | |

Signed at this day20.....

Name of Duly Authorised Signatory (Please print)

.....

Authorised Signature:

As witness: 1

2

(vii) If the Bidding Entity operates from home/ family place and is not responsible for municipal account, the bidder must submit Sworn Affidavit. **(Applicable to Joint Venture / Consortium only)**

| | Yes | No |
|--|-----|----|
| ➤ Bidding entity who operates from informal settlement | | |
| NB: if yes, the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services. • the bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate. | | |
| ➤ Bidding entity who operates from a property owned by a director / member / partner | | |
| 1. | | |
| 2. | | |
| ➤ Bidding entity who operates from somebody else's property (non-Rental paying) N.B: If yes, attach confirmation affidavit of the property owner confirming who is responsible for payment of water and lights. | | |
| ➤ Bidding entity who rent premises from a landlord N.B: Attach lease agreement which stipulate who is responsible for payment of Municipal services. | | |
| Other (Please specify) | | |

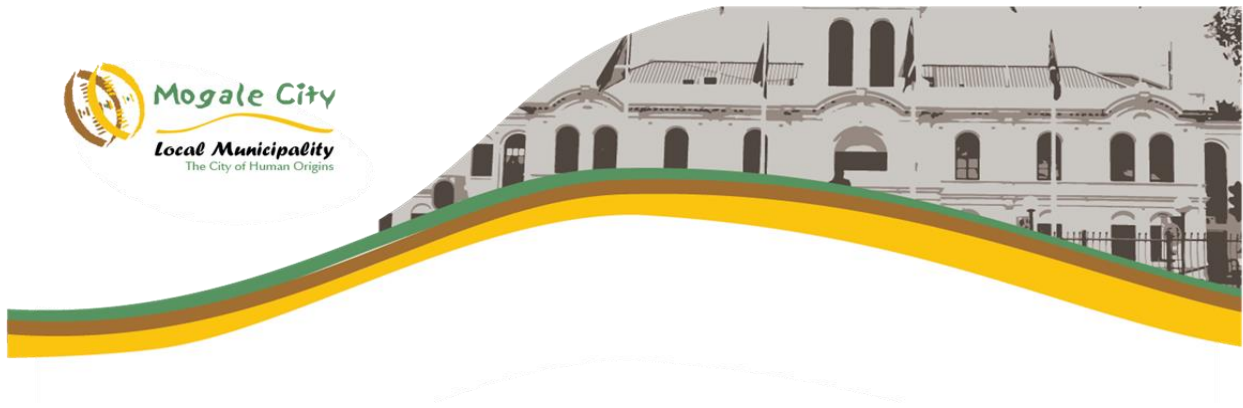
Signed at this day 20.....

Name of Duly Authorised Signatory (Please print)

Authorised Signature:

As witness: 1

2



T2.2.4 MCLM 2% CORPORATE SOCIAL RESPONSIBILITY

Mogale City Corporate Social Responsibility

In terms of Mogale City Corporate Responsibility, non-Mogale City based Services Providers will contribute two (2) percent of the Contract value to Mogale City.

Please provide your registered address:

.....

.....

.....

Please indicate if you are a Mogale based:

| | |
|------------|-----------|
| YES | NO |
|------------|-----------|

If not Mogale City based, a person duly authorized by the tenderer must complete and sign the declaration herewith in detail.

Declaration by Tenderer

I, the undersigned hereby declare and confirm that we accept the contribution towards the Mogale City Corporate Social Responsibility, by the deduction of two percent (2%) on all payment made.

| | |
|----------|----------|
| Signed | Date |
| | |
| Name | Position |
| | |
| Tenderer | |
| | |



MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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, hareholder²):.....
- 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 presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars.

¹MSCM 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 | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



MBD 5

DECLARATION OF PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

FOR ALL PROCUREMENT EXPECTED TO EXCEED R10 MILLION (VAT INCLUDED), BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

- 1 Are you by law required to prepare annual financial statements for auditing?
- 1.1 if yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

.....

YES/NO

- 2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

.....

.....

.....

YES/NO

- 3 Has any contract been awarded to you by organ of state during the past five years, including particulars of

any material non-compliance or dispute concerning the execution of such contract?

YES/NO

3.1 if yes, furnish

.....
.....

4 Will any portion of goods or services be sourced from outside the Republic, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES/NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



MBD 6.1

MOGALE CITY LOCAL 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

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**

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.**

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).
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of person for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contact”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of the bid invitations, and includes all applicable taxes and excise duties;

Pmax = Price of highest acceptable tender

5 POINTS AWARDED FOR SPECIFIC GOALS

5.1 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:

5.2 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 quotation 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 quotations | 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) |
|---|--|--|--|--|
| Price | N/A | 80 | N/A | |
| Specific Goals | N/A | 20 | N/A | |

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

5.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

5.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

5.8 Total number of years the company/firm has been in business:.....

5.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

10. **Previous experience**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work).

| Description | Value (R, VAT excluded) | Year(s) executed | Reference | | |
|-------------|-------------------------|------------------|-----------|--------------|--------|
| | | | Name | Organization | Tel no |
| | | | | | |
| | | | | | |
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|--|--|--|--|--|--|
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| | | | | | |
| | | | | | |

10.1 Staffing Profile

Provide information on key staff you intend utilizing on this contract, should it be awarded to you.

| Name | Position in your organization | Qualifications | Experience |
|-------------|--------------------------------------|-----------------------|-------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

10.2 Infrastructure and resources available to execute this contract

10.2.1 Physical facilities

| Description | Address | Area (m²) |
|--------------------|----------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| | | |
|--|--|--|
| | | |
|--|--|--|

10.3 Plant and equipment

| Description : Plant and equipment owned (or to be rented) | Number of units |
|--|------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

10.4 List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.

| Name | Date/Position Occupied in Enterprise | ID Number (please attach certified copies of ID's) | Date RSA Citizenship obtained | HDI | Women | Disabled | Youth (person not older than 35 years of age) | % of business/enterprise owned |
|------|--------------------------------------|--|-------------------------------|-----|-------|----------|---|--------------------------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | Total | 100% |

8.14 List of shareholders by Name, percentage (%) of business/enterprise owned, residential address.

| Full Name | Identity (ID) Number (please attached certified copies of ID's) | % of business/ enterprise owned | Residential address |
|-----------|--|------------------------------------|---------------------|
| | | | |
| | | | |
| | | | |
| | | | |

9. AUTHORITY FOR SIGNATORY

Please note that the sole proprietors or “one person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“ By resolution of the board of directors passed on _____20_____

Mr _____

has been duly authorized to sign all documents in connection with the bid for

Tender _____ No_____

and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____ CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

10. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:
- (i) The information furnished is true and correct.
 - (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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



MOGALE CITY LOCAL MUNICIPALITY

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 | <p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |

| | | | |
|-------------|---|---------------------------------|--------------------------------|
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 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



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

F (CC) 22/2023 TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER/S FOR MANAGEMENT OF CREDIT CONTROL SERVICES, REVENUE PROTECTION, ADMINISTRATION OF RELATED FILED ACTION FOR A PERIOD OF THREE (3) YEARS.

(Bid Number and Description)

in response to the invitation for the bid made by: **MOGALE CITY LOCAL MUNICIPALITY**

(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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Js9141w 4

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
JULY 2010**

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**
July 2010

THE NATIONAL TREASURY: Republic of South Africa 2

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 3
General Conditions of Contract

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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 4

- 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 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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 5

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 "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 municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 6**

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 / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

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

(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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 7

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

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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:

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- (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.

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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.

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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.

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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 favorable 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.

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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.

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices:

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

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

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

TENDERS TO BE EVALUATED ON FUNCTIONALITY

- 5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.
- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The tender documents must specify-
 - (a) the evaluation criteria for measuring functionality;
 - (a) the points for each criteria and, if any, each sub-criterion; and
 - (b) the minimum qualifying score for functionality.
- (4) The minimum qualifying score for functionality for a tender to be considered further-
 - (a) must be determined separately for each tender; and
 - (b) may not be so-
 - (i) low that it may jeopardise the quality of the required goods or services; or
 - (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

SCOPE OF WORK

The scope of work will cover the following main items, but may not be limited to these items:

1. CREDIT CONTROL AND SOFT COLLECTIONS:

1.1 Operational management of credit control processes, procedures, and field actions. The Service Provider should have all the resources and materials including, but not limited to discharge or execute the Credit Control Functions.

- a) Sending SMS notifications for account balances and credit control related actions
- b) The physical delivery of Final Notices for accounts in arrears (all account types)
- c) Sending of notices via email to customers as part of the credit control process
- d) Setting up an off-site operating office for the management of all credit control interventions.
- e) Implementing an online workflow management system to enforce policies and to manage resources and different levels of work allocations effectively and efficiently.
- f) Maintaining the relevant databases required for all actions to ensure data integrity.
- g) Execute credit control actions according to the approved technical specifications, with the use of handheld devices for all actions which may include among others the following:
 - i) Physical delivery of Final Demand Notices with photographic and GPS coordinates
 - ii) Blocking of prepaid vending as part of credit control process
 - iii) Electricity Disconnection Level 2: The circuit breaker is removed, properly tagged and securely stored for when reconnection is required.
 - iv) Remove installation permanently: This action requires for the removal of the electricity supply cable.
 - v) Water Restriction: An instruction to restrict the water to a residential consumer with a flow-restricting device.
 - vi) Water closure: An instruction to close the water supply to a business and install a securing device.
 - vii) Delivering Final Notices & Illegal Consumption Inspections (ICI's), using Handheld Devices with photographic evidence. Information must be kept and uploaded electronically. If found tampered, a follow up credit control action should be scheduled automatically.
 - viii) Setting up direct communication links between the operating office system and the Municipality's financial debtor system.
 - ix) Training, instructing and managing technicians for credit control related tasks.
- h) Managing daily schedule of work.
- i) Monitoring field operations.
- j) Compliance with Service Level Agreements.
- k) Quality Control (administrative, technical, inspecting, testing, field action inspections)
- l) Daily real time recording and capturing of field information.
- m) Establish and operate a project store for water restrictors, water fitments, electrical wires, cables, circuit breakers, job cards, etc., especially for audit purposes.
- n) Coordinate progress meetings at different levels.
- o) Reporting on monthly basis requiring soft and hard copies.
- p) Executing ad-hoc service delivery related tasks, including functions in terms of Agreements on the Service delivery Process

- q) The management of unsuccessful actions where credit control actions could not be performed and where meter readings cannot be obtained by the municipality's meter readers, by technically rectifying and marking the identified services installations.
- r) System must have a Query Management section per account in which account queries can be loaded, monitored and reported on as part of the credit control process.
- s) Implement OHS-Act accommodative best practices.
- t) Management of the By-Laws enforcement process, if applicable.
- u) Manage and action the Low buy/No buy prepaid customers to improve revenue through prepaid sales value on behalf of the Municipality
- v) Management of Final Readings and New Service Agreements in the following manner:
 - i) Disconnection of the electricity supply
 - ii) Take water readings
 - iii) Attach service termination notice
 - iv) Reconnection of services

1.2 Use a software system compatible to the Municipality's debtor system to send monthly billing statements balances electronically by SMS or Email to consumers and reminders of the due date. See Required Functionality of the Software system

- a) The operational management of the Credit Control and Soft Collection process and related actions on all accounts.
- b) Actions that can be completed mainly in the office are managed / completed with limited intervention required for out of office work, except in certain cases for the delivery of notices and in-loco inspections.
- c) All in-office actions are completed and if the customer is still in arrears, an internal process is followed until the only option is a legal process. This legal process itself can also be handled internally. The legal process is then followed until judgement is obtained. This ensures that the customer is no longer able to make any further debt. For this purpose:
 - i) All actions will be instituted in the name of the Municipality and the service provider will not receive any cash from a customer. All payments will be made by the customers directly to the Municipality
 - ii) The Municipality must have an effective administration process to allocate all payments made directly into the bank on a daily basis.
 - iii) The handover file will include all accounts that has an arrear amount that is more than R50, indicating that the Credit Control Actions have been exhausted and/or there are no services on the property available for disconnection/restriction.
 - iv) The following information shall be included in the handover file: Account number, stand number, Name, total account balance, arrear balance, street address, unit address, prepayment meter number, business/residential indicator, cell phone number and any other relevant info required.
 - v) The service provider should be provided with access to the prepayment system to block customers from buying electricity. Unblocking can be done / is allowed by the municipal staff after payment was affected.
 - vi) The service provider should be granted access to the billing system to be able to view the account details and/or respond to queries where applicable.

1.3 Render a Professional Service on an ad hoc basis on the following

- a) Debt book its collectability and suggested write offs
- b) Arrears Collection strategy and relevant by-laws
- c) Implementation of Credit Control and Debt Collection Policies
- d) Pre-collection processes

2. CUSTOMER DATA ENRICHMENT AND FINANCIAL PROFILING AS AN WHEN REQUIRED

2.1. Collectability Study

Provide an online system whereby the Municipality can determine the risk to pay for services rendered and implement measures such as the installation of pre-paid water meters. It is also used to determine collectability of arrears versus cost to collect.

2.2. Debtor information and debtor classification

- 2.2.1. Investigate all debtors by type and reclassify debtors that are incorrectly identified on the billing system.
- 2.2.2. Verify account status (active/inactive) and include as reporting indicator
- 2.2.3. Provide update customer information.
- 2.2.4. Verify households in need of indigent support from the Indigent Register and include as reporting indicator.
- 2.2.5. Consolidation of duplicated customer profile/accounts.
- 2.2.6. Correctly categorize each account according to the correct and responsible debtor
- 2.2.7. Reflect areas per account according to ageing and by service.
- 2.2.8. Analyse the arear debt in the municipal books in order to determine whether there are accounts that are untraceable, inaccurate, etc. and require some writing – off or any adjustments.
- 2.2.9. Prepare a list of all accounts that may require to be written off for a Council approval.
- 2.2.10. Investigate all accounts which appear to have incorrect billing, e.g., tenant accounts with assessment rates.
- 2.2.11. Establish sound business rule for the maintenance and updating of consumer data with specific reference to the following:
 - i) Debtor types
 - ii) Property and suburb identifiers
 - iii) Account indicators (active/inactive and owner/tenant)
 - iv) Service categories
 - v) Payment arrangement and credit control

1.3. Data enrichment of the debtor's personal information

This process entails the process of extracting detail from the Debtor's Management System and uses the **validated** ID Number to obtain the following:

- a) Recent Contact Numbers – Home/work and cell phone number
- b) Addresses – postal and physical (not necessarily the same physical address as stated in the FMS of the Municipality)
- c) Mortality status

- d) Possible Indigent
- e) Liquidated/Insolvent debtor's

1.4. Continuous Customer Data Base Management

After data enrichment the data base should be managed and maintained by verifying all accounts on a monthly, quarterly, bi-annually, or annually basis to check for change such as deceased, status of the company or cell phone numbers.

1.5. Develop a Communication and Capacity Building program

Develop a communication and capacity building program to assist the Municipality to inform all concerned regarding the Revenue Enhancement and Revenue Protection program.

- 1.6. It may be required from the Service Provider to provide additional revenue enhancement exercises in respect of other revenue streams such as tariffs, sundry levies, fines etc. and the tenderer must submit an additional proposal, separate from the pricing schedules herein.

3. REVENUE PROTECTION:

3.1 Geo-Spatial Stand Audits - Physical

Verify/confirm all Services, Property and Customer information in relationship to all services /ownership data.

- a) This entails the following key elements:
- b) Use of a spatial system that is web based
- c) Live dashboards and reporting tools to be used by the municipality during data verification
- d) Physical inspection of meter installations
- e) Use of handheld technology to enable real time reporting
- f) Analyse field findings to the billing data
- g) Validate & Provide customer data to the billing system
- h) Updated, accurate customer details and property information in the billing system.

a) Field Information:

A stand number where possible will be used to conduct an in-depth investigation whereby the Owners detail, stand usage, municipal services, meters location, number and readings are confirmed. The meter detail is to be recorded as well as an inspection of the meter/installation. A photograph to confirm condition of the meter must be taken for record purposes. In addition to the already mentioned it also includes the detection and reporting of unmetered supply and unknown/unread meters as well as the GPS co-ordinates of the installation.

3.2 Audit, maintenance and repair of metered services installations

- a) Where applicable and when authorised, provide additional capacity to the municipality for the audit, maintenance and repair of metered services installations to the following:
 - Water meters – Conventional and pre-paid
 - Electricity – Conventional and pre-paid

3.3 Tamper detection and solutions

- a) Supply water restriction and adjustment securing devices
- b) Solutions for secure enclosures for electricity installations
- c) Where applicable and when authorised, procurement of infrastructure related meters & material based on the specifications of the municipality

4. REPORTING

The Municipality (and its various departments) must be updated on monthly basis of any development requiring action or attention by the municipality. Such updates include:

- a) Successful and unsuccessful actions
- b) Accounts referred for follow up actions
- c) Report on levies, cash and arrangements
- d) Reports on debt recovered
- e) Executive overview and critical aspects of the project
- f) Quantity of all credit control actions received and executed.
- g) Number of soft collection actions executed
- h) Revenue Protections report on all activities.
- i) Stock Level report: Stock information per item of start quantities, issued, received and stock balance
- j) Report as an when required on indigent eligibility

5. OFFICE SPACE

The Successful Service Provider will be expected to establish an Operations Centre **off site** of the MUNICIPALITY premises, which must be fully functional within 30 days from date of acceptance of appointment. The total cost to establish the centre, furniture, telephones, equipment, staff and any other resources will be borne by the Service Provider.

6. FACILITIES AND EQUIPMENT REQUIREMENTS

All facilities, equipment and consumables are to be provided by the Successful Service Provider at his own office on his own costs, including but not limited to:

- a) Computer workstation(s) suitable to handle the data and communication volumes required.
- b) Communication equipment to establish data communication with the Municipality for the required import, export and validation of information into the financial system.
- c) Digital/Laser Printers for the printing of instructions and/or notices such as the Final Notices, disconnection notices etc.
- d) Appropriate vehicles, equipment (Including GPS's and Hand-Held devices) and tools at own costs the restriction devices will be supplied/procured by the Municipality
- e) Vehicles and staff to be clearly marked/identifiable.

7. INDIGENT MANAGEMENT

- 7.1. The service provider to assist with indigent eligibility and provide the municipality with the outcome of the qualifying consumers.

8. SPECIAL CONDITIONS

8.1 SUPPLY AND MAINTENANCE OF A WORKFLOW MANAGEMENT SYSTEM

The Service Provider/ Successful Tenderer shall supply a workflow management system that manages the entire credit control, soft collection process as well as the revenue protection process. The core system must be able to generate and report on all revenue enhancement and revenue protection related tasks and results and will manage the entire process. The system must be web based.

BIDDERS ARE REQUIRED TO COMPLETE THE TABLE BELOW TO DEMONSTRATE THE ABILITY OF THE SYSTEM. FAILURE TO INDICATE YES OR NO WILL RESULT IN THE BIDDER BEING DISQUALIFICATION

| Required Functionality of the Workflow Management Software/System | Statement of Compliance (Yes/No) |
|---|----------------------------------|
| Credit Control & Soft Collections | |
| 1.The system must be a web-based workflow management system. The system must also be a singular system working off a single database | |
| 2.Schedule various credit control actions according to the approved Credit Control Policy. This will include, but not limited to electricity/ water restrictions/ disconnections/normalisations, illegal consumption inspections as well as other ad hoc actions | |
| 3.Must be easily Integratable with other systems e.g. debtor system to obtain arrears and payments data and to transfer credit control levies upon successful completion of actions, prepay services management system and services network management systems. (Integration can be achieved with the transfer of data in various formats, including .csv format) | |
| 4.The system should verify payment status on an account before physical credit control or debt collection actions are performed. | |
| 5.Information must be kept and uploaded electronically to the municipal billing system and must seamlessly communicate with the municipal system | |
| 6.Reporting must be real time and the system must be hosted on the municipality's intranet so that it is easily accessible but must also be available on the internet should the municipality wish to access it after hours. The system must be accessible from various platforms i.e. desktop (via fixed line), cell phone, 3G | |
| 7.The software should have strict security measures in place linking people to roles and then to certain rights such as reports and reconnections. High security is an absolute requirement. | |

| Required Functionality of the Workflow Management Software/System | Statement of Compliance (Yes/No) |
|---|---|
| 8.The system must be flexible i.e. able to handle ad hoc and special requests by the municipality. | |
| 9.Ability to send short messaging, (SMS's) to consumers regarding their account status (credit control -, notification that consumer is in arrears etc.), messages to the public about any issue (campaigns, request to apply as an indigent etc.). | |
| 10.System should allow for two-way communication and tracking of communication with consumers. | |
| 11.The system must easily integrate with GIS system of the municipality | |
| 12.Management and reporting on accounts handed over for debt collection | |
| 13.Management of actions which could not be performed and need intervention from the municipality. | |
| 14.System must have a Query Management section per account in which account queries can be loaded, monitored and reported on as part of the credit control process. | |
| 15.The system must keep track of all actions for a consumer since entering the credit control process and have a full audit trail of activities for duration of the contract. | |
| 16.The system must allow for the printing of notices and the uploading of information from handhelds on an online basis. | |
| 17.Must allow for the functionality to record material used i.e. removal of devices for stock control purposes, etc. | |
| 18.To assist Municipal staff to electronically instruct a services reconnection as well as the system to send this message to the field contractor automatically | |
| <p>19.Provide reports on the rand value of the reaction for the consumer for cash and separately for instalment/ arrangement for each of the following:</p> <p>19.1.The number of consumers reacting to the SMS/ Final Demand Notices as well as the rand value of the reaction and the levies billed.</p> <p>19.2.The number on consumers reacting to different levels of electricity/ water restriction/disconnection actions as well as the monetary value of this reaction and the levies billed.</p> <p>19.3.The number of consumers reacting to the Ad Hoc actions as well as the monetary value of this reaction and the levies billed</p> <p>19.4.The total rand value of all the reactions</p> | |
| 20.Indigent Management and Indigent Eligibility | Statement of Compliance (Yes/No) |
| 20.1 Confirmation of subscriber agreement with Bureaus and data provider | |

8.2. SYSTEM SITE/DEMONSTRATION OF SERVICES

- a) The Municipality retains the right to request a full system demonstration and/or site visit. The bidder undertakes to arrange as such.
- b) The bidders will be required come to the municipality and provide a demonstration of their Workflow Management System and such demonstration will be used for evaluating the bids for **Stage 2**.
- c) Failure to meet the minimum points in **Stage 2** will render the tender non-responsive.
- d) The municipality reserves the right to do inspection in loco and contact any of the preferred bidders' clients. The preferred bidder undertakes to arrange inspection loco to any of its clients as required by the Municipality within five (5) working days from the date of the request by the municipality.
- e) The successful bidder will be required to furnish the municipality with ORHVS certificate issued by a South African Accredited Body.
- f) The successful bidder will be held responsible for any illegal and/or unethical actions of their employees/sub-contractors. The municipality reserves the right to terminate the contract after investigation in this regard.
- g) The successful bidder will be required to abide by the municipality's ICT security policies which will be provided to them upon appointment.

9. TECHNICAL EVALUATION CRITERIA

- The below mentioned criteria regarding Functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to specifications.
- Failure to score the minimum of 55 points out of 80 for stage 1 and stage 2 of functionality combined will lead to non-compliance and bidders will be rejected after this phase and not continue for price scoring.
- For purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to functionality criteria mentioned.
- If any criterion is rated zero points, the tenderer will be rejected, even if the required 55 out of 80 points are achieved. All information and particulars necessary to properly evaluate the tender must be furnished on the submission.
- Incomplete particulars and documents required to substantiate the Company's claim or insufficient documentary proof thereof will be construed to mean that the Company is forfeiting the evaluation points in that regard.
- These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price.

STAGE 1

| ITEM | CRITERIA | WEIGHTS | MINIMUM SCORE |
|------|---|---------|---------------|
| 1. | <p>The potential service provider's previous experience and track record in Credit control or Credit control projects in a Municipal environment (both management and actual performance of actions).</p> <p>1.1. Attach Contactable Reference Letters from Municipalities or Metros confirming that the service provider successfully completed projects</p> <ul style="list-style-type: none"> ○ 3-4 Contactable Reference Letters = 05 points ○ 5-6 Contactable Reference Letters = 08 points ○ 7 + Contactable Reference Letters = 10 points <p>(Bidders must attach contactable signed reference letters by the Municipality or Metro)</p> | 10 | 5 |
| 2. | <p>Qualifications, Experience and Expertise of individual team members in relation to the requirement set out within the terms of references.</p> <p>2.1.1. Project leader – National Diploma (NQF Level 6) or Degree</p> <ul style="list-style-type: none"> * 2 – 3 years = 5 points * 4 – 5 years = 8 points * 6 years and above = 10 points <p>2.1.2. Two (02) Qualified Electricians – with each having either N3/N6/Diploma or Degree AND Trade Test Certificate in</p> | 30 | 15 |

| | | | |
|----|---|-----------|-----------|
| | <p>Electrical Engineering as well as a minimum of 3 years' experience for each electrician = 5 points</p> <p>2.1.3. One (01) Qualified ORHVS Electrician – N3/N6/Diploma or Degree in Electrical Engineering (Authorised to operate high voltage system – attach certified copy of valid certificate of competence. Certification must not be older than 3 months)</p> <p style="text-align: center;">* 5 years = 5 points</p> <p>2.2.4. Plumber</p> <p>3 Qualified Plumber/Artisans – with each having either N3/N6/Diploma or Degree AND Trade Test Certificate and each with a minimum of 3 years' experience for each plumber = 10 points</p> <p>Attach CV's, certified copies of qualifications, certified copies of trade test certificate and ORHVS certificate of competence must not be older than three months.</p> <p>Failure to attach the above will lead to Zero (0) scoring of points.</p> | | |
| 3. | <p>Software system for the management of credit control actions and monitoring of consumption of prepaid water and electricity meters.</p> <p>3.1. Attach Software license agreement or proof of system ownership (10 points)</p> <p>(Non-attachment will lead to Zero (0) scoring of points)</p> | 10 | 10 |
| 4. | <p>Confirmation of bureau subscriber agreement (10 points)</p> <p>(Non-attachment will lead to Zero (0) scoring of points)</p> | 10 | 10 |
| | TOTAL FOR STAGE 1 | 60 | 40 |

For stage 1 above (criteria 1-4) of the functionality, the bidder **must** at least score the minimum of **40 points out of the 60** points to be considered for stage 2 of functionality.

STAGE 2

Functionality Workflow Management Software/System **(to be completed by the municipality during the presentation/demonstration).**

| Required Functionality of the Workflow Management Software/System Credit Control & Soft Collections | Statement of Compliance (Yes/No) | | |
|---|----------------------------------|---------------------|-------|
| | Yes (one (01) point) | No (zero (0) point) | SCORE |
| 1.The system must be a web-based workflow management system. The system must also be a singular system working off a single database | | | |
| 2.Schedule various credit control actions according to the approved Credit Control Policy. This will include, but not limited to electricity/ water restrictions/ disconnections/normalisations, illegal consumption inspections as well as other ad hoc actions | | | |
| 3.Must be easily integratable with other systems e.g. debtor system to obtain arrears and payments data and to transfer credit control levies upon successful completion of actions, prepay services management system and services network management systems. (Integration can be achieved with the transfer of data in various formats, including .csv format) | | | |
| 4.The system should verify payment status on an account before physical credit control or debt collection actions are performed. | | | |
| 5.Information must be kept and uploaded electronically to the municipal billing system and must seamlessly communicate with the municipal system | | | |
| 6.Reporting must be real time and the system must be hosted on the municipality's intranet so that it is easily accessible but must also be available on the internet should the municipality wish to access it after hours. The system must be accessible from various platforms i.e. desktop (via fixed line), cell phone, 3G | | | |
| 7.The software should have strict security measures in place linking people to roles and then to certain rights such as reports and reconnections. High security is an absolute requirement. | | | |
| 8.The system must be flexible i.e. able to handle ad hoc and special requests by the municipality. | | | |
| 9.Ability to send short messaging, (SMS's) to consumers regarding their account status (credit control -, notification that consumer is in arrears etc.), messages to the public about any issue (campaigns, request to apply as an indigent etc.). | | | |

| | | | |
|---|--|-----------|-----------|
| 10. System should allow for two-way communication and tracking of communication with consumers. | | | |
| 11. The system must easily integrate with GIS system of the municipality | | | |
| 12. Management and reporting on accounts handed over for debt collection | | | |
| 13. Management of actions which could not be performed and need intervention from the municipality. | | | |
| 14. System must have a Query Management section per account in which account queries can be loaded, monitored and reported on as part of the credit control process. | | | |
| 15. The system must keep track of all actions for a consumer since entering the credit control process and have a full audit trail of activities for duration of the contract. | | | |
| 16. The system must allow for the printing of notices and the uploading of information from handhelds on an online basis. | | | |
| 17. Must allow for the functionality to record material used i.e. removal of devices for stock control purposes, etc. | | | |
| 18. To assist Municipal staff to electronically instruct a services reconnection as well as the system to send this message to the field contractor automatically | | | |
| 19. Provide reports on the rand value of the reaction for the consumer for cash and separately for instalment/ arrangement for each of the following: 19.1. The number of consumers reacting to the SMS/ Final Demand Notices as well as the rand value of the reaction and the levies billed. 19.2. The number on consumers reacting to different levels of electricity/ water restriction/disconnection actions as well as the monetary value of this reaction and the levies billed. 19.3. The number of consumers reacting to the Ad Hoc actions as well as the monetary value of this reaction and the levies billed 19.4. The total rand value of all the reactions | | | |
| 20. Indigent Management and Indigent Eligibility | | | |
| 20.1 Confirmation of subscriber agreement with Bureaus and data provider | | | |
| TOTAL FOR STAGE 2 | | 15 | 20 |
| TOTAL FOR STAGE 1 AND STAGE 2 COMBINED | | 55 | 80 |

- The service provider should at least score the minimum of **55 points out of the 80** points to be considered to the next evaluation phase.
- If any criterion is rated zero points, the tenderer will be rejected, even if the required 55 out of 80 points are achieved.
- All information and particulars necessary to properly evaluate the tender must be furnished on the submission.

- Incomplete particulars and documents required to substantiate the Company's claim or insufficient documentary proof thereof will be construed to mean that the Company is forfeiting the evaluation points in that regard.

10. PROJECT PRICING SCHEDULE

10.1. PROJECT MANAGEMENT FEE

| DESCRIPTION | MONTHLY MANAGEMENT FEES (INCL. VAT) |
|--|-------------------------------------|
| Management of Main Operations Centre and related Administration, including but not limited to the following: | |
| • Credit Control | |
| • Soft collection | |
| • Data Cleansing and Profiling Services | |
| • Meter Audit, maintenance and repairs | |
| • Indigent Management and eligibility | |

10.2. CREDIT CONTROL

a. SMS & MMS Communication

| ACTION TYPE | DESCRIPTION | RATE PER ACCOUNT (INCL. VAT) |
|--------------------------------|--|------------------------------|
| Short message (SMS) | Account balance notification | |
| | Any other Credit Control and other related communication to consumers | |
| | Ability for consumers to query predefined information via SMS notification enquiries | |
| Email Communication - Defaults | Email Communication to defaulting debtors | |

b. Final Notice Delivery by hand

| (A) ACTION TYPE | (B) DESCRIPTION | (C) RATE PER ACCOUNT (INCL. VAT) |
|---|---------------------------------------|----------------------------------|
| Final Demand Notice | Urban/ Residential | |
| | Rural Areas, Small Holdings and Farms | |
| | Business | |
| Valid unsuccessful visits to premises (demolished buildings, invalid addresses etc. | | |

c. Electricity

| ACTION TYPE | DESCRIPTION | RATE PER ACCOUNT (INCL. VAT) |
|---|--|-------------------------------------|
| Disconnection Level 1 | Disconnection of service with credit type / prepaid meter. | |
| Disconnection Level 2 | Disconnection of service with credit type / prepaid meter. | |
| Reconnection | Reconnection of service with credit type / prepaid meter. | |
| Removal of Installation Permanently (RIP) | Overhead to premises | |
| | Underground cable to premises | |
| | Underground reticulation | |
| Restoration of Supply | Overhead to premises (labour only) | |
| | Underground cable to premises (labour only) | |
| | Underground reticulation (labour only) | |
| | Underground reticulation 3 phase (labour only) | |
| Illegal Consumption Inspection (ICI) Ground Mounted DU | Electricity only | |
| Illegal Consumption Inspection (ICI) Aerial Mounted DU | Electricity only | |
| Visits | Task not completed with reason | |
| Ad Hoc Client Investigation Request | | |

d. Water

| ACTION TYPE | DESCRIPTION | RATE PER ACCOUNT (INCL. VAT) |
|--------------------------------------|---|-------------------------------------|
| Closure of Water (15 -40mm) | Install restrictive/securing device (labour only) | |
| Normalise flow (15 - 40mm) | Remove restrictive/securing device (labour only) | |
| Closure of Water (50 -100mm) | Install restrictive/securing device (labour only) | |
| Normalise flow (50 - 100mm) | Remove restrictive/securing device (labour only) | |
| Illegal consumption Inspection (ICI) | Water only | |
| Visits | Task not completed with reason | |
| Ad Hoc Client Investigation Request | | |

e. Management of Unsuccessful Actions: Non-Technical and Technical Actions

| ACTION TYPE | RATE PER ACCOUNT (INCL. VAT) |
|---|-------------------------------------|
| Non-Technical Intervention-per action (address-, meter detail incorrect, address not found etc.) Regarded as physical site inspections and correcting of data on municipal systems | |
| Technical Intervention-per action (Field Visit and report) – Physical work conducted to normalize installation for credit control | |
| Restoration and/or normalization of meters and installations | |
| Ad Hoc Client Investigation Request | |

f. Management of Final Readings and New Service Agreements

| ACTION TYPE | DESCRIPTION | RATE account (INCL. VAT) |
|-----------------------------------|---|---------------------------------|
| Electricity/ Water meter readings | Take final/new water meter readings and attach notice | |

g. Management of the By-Law process where Illegal Consumption is Detected

| ACTION | DESCRIPTION | RATE PER ACCOUNT (INCL. VAT) |
|---------------------------|---|-------------------------------------|
| Site Visit | Verify information and establish condition status of the network installation and meter | |
| Case Docket | Compiling a case file comprising of all necessary evidence documentation | |
| All other related actions | Disconnections/Restrictions | |

10.3. DATA ENRICHMENT AND FINANCIAL PROFILING: DATA CLEANSING – ALL ACCOUNTS ON THE BILLING SYSTEM AS AND WHEN REQUIRED

| ACTION TYPE | PER ACCOUNT (INCL. VAT) |
|---|--------------------------------|
| Registered Deeds per LPI Stand to rectify ownership anomalies – Live Deeds | |
| Registered Deeds per LPI Stand to rectify ownership anomalies – Offline Batch | |
| Affordability Study per account holder (Collectability Assessment) | |
| Strike Date – Best dates for debit order agreements (Arrangements) | |
| Debtor's Personal Information per accounts holder (Batch Contact Information) | |
| ID Verification (Home Affairs) | |
| Indigent Eligibility Model | |

| | |
|---|--|
| Extract all data on Debtor system to identify deceased persons & Companies in liquidation – per account | |
|---|--|

10.4. REVENUE PROTECTION

a. Geo-Spatial Audits

| SERVICE OFFERING | RATE PER ACCOUNT (INCL. VAT) |
|--|------------------------------|
| Review & Configuration of Surveyor General Data from municipality | |
| Stand/Property Audit (to be done spatially with photo and GPS reporting) | |
| Metered Services Audit (to be done spatially with photo and GPS reporting) | |
| Consumer Information Audit (to be done spatially with photo and GPS reporting) | |

b. Audit, Maintenance and Repair of Metered Service Installations

| ITEM DESCRIPTION | RATE PER ACCOUNT (INCL. VAT) |
|--|------------------------------|
| Replacement of conventional meters (damaged, tampered cannot be read) | |
| Replacement of prepaid meters (damaged, tampered, not purchasing credits) | |
| Zero purchase list audits on prepaid meters (electricity and water) | |
| Repair of meters i.e. water leaks, burnt meters, non-functioning meters | |
| Cleaning of meter boxes where the latter cannot be read due to foreign matter covering the meter | |
| Token Identifier (TID) Rollovers with Stand Audit | |

c. Tamper detection and Solutions

| DESCRIPTION | RATE PER ACCOUNT (INCL. VAT) |
|---|------------------------------|
| Procure and Supply Secure Electricity Enclosures | |
| Procure and Supply Water Restriction and Securing Devices | |
| Procure and supply all meter installation material, components and meters | |
| System for monitoring of pre-paid water and electricity meters (Zero purchase list) | |

10.5. DEVELOP A COMMUNICATION AND CAPACITY BUILDING PROGRAM

| DESCRIPTION | RATE PER ACCOUNT (INCL. VAT) |
|---|------------------------------|
| Develop a comprehensive Communication Strategy and Roll-out Plan in conjunction with the Municipality | |
| Design and Print Material | |
| Electronic and fixed billboard, animated slides, digital indoor, bus terminals etc.. | |
| Planning, Facilitate and Execute Campaigns (hiring of equipment, distribution of pamphlets etc.) | |

10.6. INDIGENT MANAGEMENT ELIGIBILITY

| DESCRIPTION | RATE PER ACCOUNT (INCL. VAT) |
|---|------------------------------|
| System License Fee – Monthly | |
| Indigent Eligibility – Data verification against external databases | |
| Total Price (Incl. VAT): | |
| Grand Total (Incl. VAT): | |

Failure to price on ALL (each and every item) in the above pricing schedule will lead to disqualification.

The bidder shall indicate if the escalation percentage applicable to pricing on the 2nd and 3rd year of the contract shall either be linked to CPIX or Industry Fluctuations Rate or Exchange Rate.

.....

No bidder shall indicate escalation percentage without specifying any linkage with any of the above.

.....
Signature of a person authorized to sign tender document

.....
Date

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

| | |
|-----------------------|--|
| Full name and surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

| | |
|---------------------|--|
| Enterprise Name | |
| Trading Name | |
| Registration number | |
| Enterprise Address | |

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black women owned;
- Based on the management accounts and other information available for the _____ Financial year, the income did not exceed R 10 000 000.00 (ten million rands);
- Please confirm in the table below the B-BBEE level of contributor, **by ticking the applicable box:**

| | | |
|---------------------------|--|--|
| 100% Black owned | Level One (135% B-BBEE procurement recognition) | |
| More than 51% black owned | Level Two (125% B-BBEE procurement recognition) | |
| Less than 51% black owned | Level Four (100% B-BBEE procurement recognition) | |

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

| | |
|-----------------------|--|
| Full name and surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and I am duly authorised to act on its behalf:

| | |
|---------------------|--|
| Enterprise Name | |
| Trading Name | |
| Registration number | |
| Enterprise Address | |

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one**) _____ of the dti Codes of Good Practice.
- Please confirm on the table below the B-BBEE level of contributor, **by ticking the applicable box:**

| | | |
|---|---|--|
| 100% Black owned | Level One (135% B-BBEE procurement recognition) | |
| More than 51% black owned | Level Two (125% B-BBEE procurement recognition) | |
| Less than 51% black owned | Level Four (100% B-BBEE procurement recognition) | |
| (a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%, | (b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained | |
| (c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging | (d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity | |

| | | | |
|--|--|--|--|
| (e) At least 85% of labour costs should be paid to South African employees by service industry entities. | | | |
|--|--|--|--|

1. I know and understand the contents of the affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
2. The sworn affidavit will be valid for a period of twelve (12) months from the date signed by the commissioner.

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature and Stamp

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

| ITEM | DESCRIPTION | YES | NO |
|------|---|-----|----|
| 1. | Bidder must attach the Central Supplier Database (CSD) registration report. | | |
| 2. | Provide copy of your company VAT registration Certificate | | |
| 3. | Copies of ID's for company/entity directors | | |
| 4. | Tax clearance certificate or copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity | | |
| 5. | The bidding entity as well as all its directors/shareholders must submit Municipal account not more than three (03) months / ninety (90) days plus in arrears at the time of the closing date. No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro. | | |
| 6. | <p>A valid lease agreement which is in the name of the business and or directors /shareholders, which must stipulate who is responsible for payment of Municipal services;</p> <p>(Copy of the lease agreement will only be accepted if water and lights are part of lease payment). or</p> <p>If the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.</p> <ul style="list-style-type: none"> • The bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate or <p>If the Bidding Entity operates from parents' place and is not responsible for Municipal account:</p> <ul style="list-style-type: none"> • The bidder must submit the property owner's Municipal account and a Sworn Affidavit of the property owner with and original stamp from the Commissioner of Oaths. | | |
| 7. | <ul style="list-style-type: none"> ▪ Valid B-BBEE Rating Certificate or letter from registered auditor or Sworn Affidavit ▪ Consolidated B-BBEE certificate / letter in case of a trust, consortium or joint venture. | | |

| | | | |
|-----|---|--|--|
| 8. | All pages of the bid document have been read by the bidder and the returnable schedules and MBD 's forms duly completed and signed. e.g. MBD1, MBD 4 , MBD 6.1,MBD 8 AND MBD 9. | | |
| 9. | All pages requiring information have been completed in full and in black ink. | | |
| 10. | Bids must be submitted in original plus a copy and electronically on a USB. | | |
| 11. | No pages removed from the tender document | | |
| 12. | A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed. | | |
| 13. | JV agreement has been attached and signed (if applicable) | | |
| 14. | Pricing Schedule must be signed | | |
| 15. | In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification. | | |
| 16. | Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. <ul style="list-style-type: none"> ▪ Personal Tax Numbers included ▪ State Employee Number / Persal Number ▪ Identity number ▪ Name | | |
| 17. | Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid. | | |

PLEASE NOTE:

- ❖ **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- ❖ **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, such as tax clearance certificates, municipal accounts, etc.**
- ❖ **No communication with Mogale City Municipal officials are allowed after the closing date of the tender. The only authorized form of communication will be through the Supply Chain Management Office email address at SCMEnquiries@mogalecity.gov.za**