

AMATHOLE DISTRICT MUNICIPALITY



BID FOR:

RE-ADVERTISEMENT: PROVISION OF ELECTRONIC METER READING SYSTEM FOR A PERIOD OF 36 MONTHS

BID NO: 8/2/8/2025-2026C

CLOSING DATE: MONDAY, 06 July 2026

CLOSING TIME: 11:00 am

BIDDERS PARTICULARS:	
NAME OF BIDDER	
CONTACT NUMBER(S)	
E-MAIL	
POSTAL ADDRESS	

AMATHOLE DISTRICT MUNICIPALITY

BID NOTICE

PROJECT NAME: RE-ADVERTISEMENT: PROVISION OF ELECTRONIC METER READING SYSTEM FOR A PERIOD OF 36 MONTHS

BID NO.: 8/2/8/2025-2026(C)

Bids are hereby invited for the Re-Advertisement: Provision of Electronic Meter Reading System for a Period of 36 Months.

The minimum specifications are detailed in the Bid document. Bid documents are available on ADM's website – www.amathole.gov.za on **Friday, 05 June 2026**.

Technical Enquiries should be addressed to **Mr S.M. Dlabathi on Tel. No.: 043 701 4166 / 083 867 1325**.

A compulsory briefing session will be held on **Friday, 12 June 2026** at Amathole District Municipality, 15 Rees Street, 1st Floor Boardroom, Quigney, East London at 10h00.

Completed bid documents are to be placed in a sealed envelope endorsed "**RE-ADVERTISEMENT: PROVISION OF ELECTRONIC METER READING SYSTEM FOR A PERIOD OF 36 MONTHS: BID No. 8/2/8/2025-2026C – AMATHOLE DISTRICT MUNICIPALITY**" must be deposited in the Bid Box, at the offices of the Amathole District Municipality, Ground Floor, 15 Rees Street, Quigney, East London, 5201, not later than **11h00 on MONDAY, 06 July 2026**, at which time the bids will be opened in public.

Bidders to note that a functionality assessment will be undertaken. Bids that do not meet minimum of 60% for Experience of Key Personnel and a minimum of 70% for Bidders Experience for the criteria listed above will not be considered further

	CRITERIA	WEIGHTING
1.	Experience	100
	GRAND TOTAL	100

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Price	-	80 points
Specific Goals:		20 points
Black Youth	-	7 points
Black Women	-	7 points
People with disabilities	-	3 points
Military Veterans	-	3 points
TOTAL		100 points

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- [a] The Amathole District Municipality Supply Chain Management Policy will apply;
- [b] The Amathole District Municipality does not bind itself to accept the highest point scorer or any other quotation and reserves the right to accept the whole or part of the quotation;
- [c] Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
- [d] Price(s) quoted must be valid for at least ninety (90) days from date of your offer.
- [e] Price(s) quoted must be firm and must specify whether inclusive of VAT (if a VAT vendor).
- [f] For all transactions your tax reference number/pin at SARS must be furnished.
- [g] Successful bidders will be required to register as a supplier/service provider on the National Treasury's Central Supplier Database, if not already registered.



DR B.J. MTHEMBU
MUNICIPAL MANAGER
15 REES STREET | QUIGNEY | EAST LONDON | 5201
PO BOX 320 | EAST LONDON | 5200
TEL: 043 701 4000 | FAX: 043 721 2478



TABLE OF CONTENTS

SECTION A : TENDERING PROCEDURE

Tender Conditions	5
Specifications	9
Special Conditions of Bid	15

SECTION B : RETURNABLE DOCUMENTS

MBD 1	Invitation to Bid	7
MBD 2	Tax clearance requirements	18
	National Treasury Central Supplier Database Report.....	19
MBD 4	Declaration of Interest (In the Service of the State).....	20
MBD 5	Declaration of procurement above R10m	23
MBD 6.1	Preference Points claim form.....	25
MBD 8	Declaration of Bidder's Past SCM Practices	29
MBD 9	Certificate of independent bid determination	31
	Resolution to sign	35
	Past experience	36
	Company Ownership & Documentation required relating to Specific Goals	37

SECTION C : PRICING SCHEDULE

MBD 3.3	Pricing schedule – Professional Services.....	39
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SECTION D: THE CONTRACT

MBD 7. 2	Contract Form – Rendering of Services	42
	General Conditions of Contract.....	44
	Special Conditions of Contract.....	56

SECTION A
TENDERING PROCEDURE

TENDER CONDITIONS

1. DEFINITIONS

The word "Bidder/Tender" in these conditions shall mean and include any firm of Contractors, Suppliers, Service Providers or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the Amathole District Municipality.

2. DISQUALIFYING FACTORS

- (a) The following declaration forms must be completed and signed:
MBD 1 : Invitation to bid
MBD 4 : Declaration of Interest (In the Service of the State)
MBD 8 : Declaration of Bidder's Past SCM Practices
MBD 9 : Certificate of Independent Bid Determination

Failure to sign and / or complete the declaration part of this bid will result in the bid being disqualified.

The highest point scorer or any bid will not necessarily be accepted.

- (b) The bid document must be completed in all respects in non-erasable ink.
(c) Bids must be submitted on original bid documents.
(d) Bid documents must remain intact and no portion may be detached.

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

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

4. CLOSING DATE / SUBMITTING OF BIDS

Bids must be submitted in sealed envelopes clearly marked "***Bid for contract 8/2/8/2025-2026C, RE-ADVERTISEMENT: PROVISION OF ELECTRONIC METER READING SYSTEM FOR A PERIOD OF 36 MONTHS***". The Bid must be deposited in the bid box, Ground Floor, 15 Rees Street, Quigney, East London, 5201 by no later than 11:00 a.m. on ***Monday, 06 July 2026***. Thereafter bids will be opened in public.

5. BID ENQUIRIES

Please refer all enquiries to **Mr S.M. Dlabathi, on Tel. No.: 043 701 4166/ 083 867 1325** during normal office hours viz. 07:45 – 16:30 Mondays to Fridays.

6. JOINT VENTURE REQUIREMENTS

DEFINITION:- "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.

Should a group of companies/firms and/or interested parties wish to enter into a joint venture/consortium agreement the following minimum requirements must be met:-

- a. A properly signed copy of the joint venture/consortium agreement must be attached.
- b. Each member of the joint venture/consortium must provide a Tax Clearance Certificate.
- c. After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide a combined joint venture/consortium Tax Clearance Certificate.
- d. After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide the details of the joint venture / consortium banking details.

THE JOINT VENTURE/CONSORTIUM AGREEMENT MUST CONTAIN THE FOLLOWING:-

- a. Who the managing member will be.
- b. Who the signatory of authority will be.
- c. How the joint venture/consortium share of profit will be split.
- d. The bank account details where payments will be deposited into.
- e. The agreement must be signed by all parties.
- f. The agreement must be certified by a Commissioner of Oaths.
- g. The postal and physical address where all correspondence will be sent to.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AMATHOLE DISTRICT MUNICIPALITY			
BID NUMBER:	8/2/8/2025-2026 C	CLOSING DATE:	06 JULY 2026
DESCRIPTION	RE-ADVERTISEMENT: PROVISION OF ELECTRONIC METER READING SYSTEM FOR A PERIOD OF 36 MONTHS		
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

Ground Floor
15 Rees Street
Quigney
East London
5201

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr S.M. Dlabathi
CONTACT PERSON	Michelle Tandroyen-Groepe	TELEPHONE NUMBER	043 701 4166 / 083 867 1325
TELEPHONE NUMBER	043 783 2306	E-MAIL ADDRESS	mandozer@amathole.gov.za
E-MAIL ADDRESS	michellet@amathole.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 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
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PROVISION OF ELECTRONIC METER READING SYSTEM FOR A PERIOD OF 36 MONTHS

TERMS OF REFERENCE

It is the intention of the Amathole District Municipality to enter into a formal contract with a service provider that will carry out the services described hereunder. This tender document and the service provider's proposal will form the basis of the contract.

SECTION 1: DETAILS

Province	Eastern Cape
Municipality	Amathole District Municipality
Project Name	Re-Advertisement : Provision Electronic Meter Reading System for a period of 36 months
Project Manager:	M Dlabathi

SECTION 2: PROJECT DESCRIPTION

The ADM council approved a conceptual reviewed framework for the development of the Vision 2030 document which outlines the developmental agenda that will lead to a smart district, a notion borrowed from the smart city concept. Alongside the development of vision 2030 is a Five (5)-year strategic document termed Municipal Turnaround Strategy (MTAS).

Amathole District Municipality is responsible for providing Water, Sanitation and Fire Services to all six (6) of its Local Municipalities (Mnquma, Great Kei, Ngqushwa, Amahlathi, Raymond Mhlaba and Mbhashe). As part of administering these services, the Budget and Treasury Office is responsible for Reading the water meters, Billing and sending the customer's account statements monthly.

The Municipality in accordance with national policy, is in principles of sustainability and affordability of providing water and sanitation to communities and therefore to determine the service levels provided to consumers such must be known by public using notices. Bulk water supply and tools are to determine the cost that is incurred from Water providers to ADM and supply to its customers. Access to Bulk Water meter's is a challenge for ADM staff as some of water meters are in premises that are not accessible, hence remote loggers are recommended to be supplied with the solution a service provider that will propose to ADM at clearly detailed separate quote or cost.

The municipality is in a process of implementing SAGE system replacing SAP as their Enterprise Resource Planning (ERP) for the municipality. It is therefore required that a meter reading system that will be proposed by the bidders be compactable with both systems as they are going to be running parallel for a period not determined. The solution to be provided must be able to work both hybrid and on the cloud as the main ERP's referred to are sitting in two different environments, cloud and on premise. A meter Reading system that will fully integrate with this ERP system is therefore required.

SECTION 3: SCOPE OF WORK

Bidders are required to provide a solution with all the following business processes and functionality must be on the system.

FUNCTIONALITY OF THE SYSTEM
Architecture for Meter Reading System
1. The Meter Reading System (MRS) must be built on the industry standard technology to provide robustness, scalability and reliability. The system must be a fully cloud-based solution and be able to integrate with hybrid environment. All data must be stored on an industry cloud-based server with potential to integrate with on premises servers.
2. The software must have an industry standard database that can interface with both current MSCOA compliant Financial System SAGE system and SAP (MySQL). The database diagrams and layouts, as well as interface diagrams must be made available to ADM's Information and Communication Technology Section upon request.
3. The MRS must be available for deployment as a service in the cloud or in an on-premises environment.
Billing System Host Integration
1. The MRS must have a fully configurable REST API that is integrated to MSCOA Compliant Financial System.
2. The MRS should be able to interface to the Financial System using a REST API.
3. The API should have the ability to be encrypted and provide cyclic redundancy checks to ensure data exchange between MRS and SAGE Financial System is secure and error free.
Remote Communications between the system and devices
1. Handhelds / Low Power Wide Area Network (LPWAN) technology designed for the Internet of Things (IoT) . It should allow devices like water meters, sensors, and trackers to send small amounts of data over long distances using very low power and at No or very low cost.
2. Readings from the meters must be transmitted in "real-time". The solution must provide a true real-time or scheduled transmissions (e.g. hourly, daily).
3. Meter reading data must be accessible at any time through a web-based platform.
GIS and GPS
1. Store GPS data for each meter read with accuracy within 3 meters from the meter.
2. Ability to geocode meter location from surveyor general ID or address.
3. Display meter position on a geographic map.
4. Use meter positions to graphically setup meter reading routes.
5. Ability to add map layers, i.e. ERF and pictures
Data Quality Control
1. All data that is modified in the system or collected by handhelds must be subjected to rigorous validation rules. Data failing validation must generate exceptions which are highlighted.
2. Exceptions must be handled and cleared before the data can be passed onto the MSCOA compliant SAGE or SAP System.
3. The validation rules must be fully customizable to meet specific requirements.
Meter Reading Photographs
1. The MRS must be able to store and display any number of photographs taken by the handheld computer.
2. Photos must have a meter serial number, GPS position, meter reader, reading and date and time stamp as a minimum requirement.

Route Management
1. The MRS must be capable of the creation of system routes which are the best size and sequence for optimal reading results.
2. Utilise the display of meter position on a geographic map to create routes.
3. Reports must be available to monitor route efficiencies to ensure optimized routing.
User Access Control
1. Every user must be authenticated against a fully configurable user profile.
2. The profile must be setup to grant access to specific areas of the system.
3. The MRS must be able to use Windows domain authentication for user sign in.
Audit Trail
1. Every transaction in the system must be logged against the active user.
2. This information must be available for auditing general purposes and problem solving.
Data Cleansing
1. The MRS must allow operators to update specified information to facilitate data cleansing.
2. Fields such as address details, consumer name, cell numbers, e-mail address, etc. must be updated using the user interface itself.
Consumer App (Application)
1. Allow customers to register and log into the system.
2. Conform to industry security best practices.
3. Be available for download on the following public App Stores:
3.1. Google Play Store
3.2. Apple App Store
3.3. Huawei App Gallery
4. Support at least the following Operating Systems:
4.1. Android 10 and later
4.2. IOS 14
5. Enable the customer to view reading history, access reports, submit readings and photographs of meter readings.
6. Receive push notifications.
Software Specifications for Handheld Units (HHU)
1. Each Unit must be capable of storing unique usernames and login authorization details.
2. Internal date and time must be verified upon start-up of HHU.
3. Meter number validation: the last few digits of a meter number must be hidden and requested from the meter reader to enter in order to confirm if reading the correct meter. This parameter must be software settable.
4. Search – Must allow meter reader to search on all important data fields.
5. Meter Reader Note – Must allow reader a pre-defined list of notes on Unit to report specific meters leaking, tampered, etc.
6. No Access – If meter cannot be read a no access key must be used to display a possible list of notes explaining why it could not be read.
7. Out of limits Reading – If reading entered falls out of expected reading range, the Unit must ask meter reader to re-enter the reading backwards to ensure no error has been made.
8. No Consumption Warning – If meter consumption found to be zero, a warning must be displayed requesting reason for zero consumption reading.
9. Negative Reading Warning - If meter consumption is found to be negative, a warning must be displayed requesting the meter reader to further investigate and qualify the reading, e.g., Meter Tampered.
10. All data fields downloaded to the Unit must be optionally editable to facilitate field audits on the Unit.

11. The Unit must be able to handle at least 5000 readings and associated data in a single download.
12. HHU must not lose data when main battery pack is removed.
13. HHU must support an integrated GPS receiver.
14. HHU must be capable of directing the meter reader to a meter using GPS
15. HHU must be able to take photographs of the meter/reading.
16. HHU must force the meter reader to take photos when an exception is triggered.
17. HHU must be able to force the meter reader to enter the meter reading from the photo.
18. HHU must be able to display all meter locations together along with the meter reader's current location on a map.
General
1. Be a multi-user application.
2. Incorporate user level authentication and Windows Active Directory domain authentication
3. Meter Reading system must be supplied with a Mobile Device Management system for locking down the device.
4. Be able to handle a history of at least 10,000 readings.

Handheld Interface
1. Reliable LAN and WAN communication
2. The MRS must be able to address each HHU's individually.
3. The data interface between the MRS and HHU's must be flexible enough to allow easy user reconfiguration.
4. The MRS must be able to reverse any data transfer to/from HHU.
5. The MRS must be able to upgrade the software versions on the HHU's.
6. The MRS must have the option to save the walk sequence of the route.
Route Management Utility (RMU)
1. Creation and sequencing of permanent routes using data imported from the Billing System.
2. The selection of relevant data for a route must be facilitated by a search utility that allows easy selection of data based on the geographical area or location.
3. Permanent routes must be remembered after billings system imports.
4. Creation of temporary routes used for exception re-reads. The utility must be able to locate data based on the following criteria: <ul style="list-style-type: none"> - High - Low - Cycled - Unread - No Access - Stationary - Negative - Reversing - User definable variance
5. The exception data must be loaded into a temporary route which can be downloaded to HHU's.
Transactional Reporting
1. Activity Report – Detailed report showing each connection as categorized above. Each connection is shown with relevant location and identification information, previous reading, current reading, consumption, variance, read time and date, reader name and reader notes.

<p>2. Cycle Summary Report – This report must show a tabulated view of all routes in the current cycle, showing the meter reading, total meters read, unread meters and no-access reasons and must also include all other criteria as follows:</p> <ul style="list-style-type: none"> - High - Low - Cycled - Unread - No Access - Stationary - Negative - Reversing - User definable variance
<p>3. Meter Reader Productivity Report – This report must show the productivity of each meter reader for the current cycle in terms of the number of meters read/hour.</p>
<p>4. Route Efficiency Report – This report must show the following information on a per route basis. Meter Reading, Total Read Time, Total Records, Total Unread, Total No-Accessed, New Services and Change Meters. This information must be grouped by cycle showing previous cycles information.</p>
<p>5. General Customer Query Report - This report must show reading history for a particular client.</p>
<p>6. New/Change Service Report – This report indicates any changed and new services made on the MRS.</p>
Billing System Interface
<p>The interface between the MSCOA compliant Financial System and MRS must be flexible to cater for any future enhancements/requirements.</p>
Backup and Recovery
<p>1. The MRS should allow for daily backup of the database.</p>
<p>2. All transfers to handhelds must be reversible.</p>
Reporting
<p>1. The MRS must be able to generate, track and report on unspecified and specific, ad hoc field work activities to be executed by field workers.</p>
<p>2. All field information must be captured via handheld devices, automatically updated on the system in real-time.</p>
<p>3. The data file must seamlessly be automated to be imported from and exported to MSCOA compliant Financial System.</p>
Functionalities Required
<p>1. Enable the back-end user to generate work orders that are generic in the flow of its events and as such generate any type of work order with any flow of events.</p>
<p>2. Enable the back-end user to generate work orders with conditional flow of events.</p>
<p>3. Enable the back-end user to create configurable forms that contain fields of type numeric, text, date, checkboxes, radio buttons and pre-configured picklists.</p>
<p>4. Enable the capturing of GPS location, using a MAP on the device.</p>
<p>5. Enable the capturing of Photos.</p>
<p>6. Allow for data validation such as specifying required fields, setting minimum/maximum lengths and checks using regular expression.</p>
Work Orders Specifics
<p>1. Send notifications via an SMS-gateway and/or email.</p>
<p>2. Generate Work Orders to enable set activities and tracking of progress of execution for those Accounts as identified by the Municipality to:</p> <ul style="list-style-type: none"> 2.1. Physically deliver printed notices, i.e. pre-termination, final demand, etc. 2.2. Execute Connections, Disconnections and Re-connections of electricity meters. 2.3. Execute Connections, Restrictions and Un-restrictions of water meters.

2.4. Execute inspections of water and electricity meters for illegal consumption.
2.5. Execute water and electricity meter replacements.
2.6. Execute site surveys.
3. Present a report of the progress of the various activities required.
4. Present complete work order Job Card showing the information captured including data fields, GPS position and photographs.
<u>Business Intelligence Reporting</u>
1. Include a Data Warehouse for storing historical data.
2. Execute analysis of aggregated data over a long period of time.
3. Present data in Dashboard/Key Performance Indicators.
<u>Manuals and Documentation</u>
1. Software licenses for all included software packages and operating systems.
2. User manual for the HHU.
3. User manual for the Meter Reading Management System.
4. Training.
5. Service level agreement (SLA) must be provided with tender documentation.

SECTION 4: PRICING SCHEDULE

ITEM NO.	DESCRIPTION	PRICE YEAR 1 (excluding VAT)	PRICE YEAR 2 (excluding VAT)	PRICE YEAR 3 (excluding VAT)
1.	Electronic Meter Reading Software Implementation as per the detailed scope of work, for 35 500 customers.		N/A	N/A
2.	Training and handholding of system meter readers including Engineering staff for Bulk Water Supply and Supervisors (per candidate)			
3.	Annual License Support and Maintenance for the 36-month period (device and software)			
4.	Handheld devices with warranty (rate per device)			
5.	Handheld replacement cost (rate per device)			
SUBTOTAL				
VAT (IF APPLICABLE)				
TOTAL (INCLUDING VAT)				
GRAND TOTAL (Y1, Y2 &Y3)				

NB:

- **All Accommodation and Travel costs for mandatory support every 6 months onsite, to be included in the above Pricing Schedule.**
- **Training will be conducted in all six local municipalities and head office**
- **The total pricing will be used for evaluation purposes to determine ranking of the service providers.**

SECTION 5: SPECIAL CONDITIONS OF BID

- A separate detailed pricing schedule must accompany the proposal.
- Bidders must provide a minimum of two (2) fully signed contactable reference letters on the clients’ letterhead indicating the successful completion for the Implementation, support and maintenance of an Electronic Water Meter Reading system undertaken for Municipalities in the Eastern Cape. This must be on a letterhead of the municipality where the project was awarded.
- Bidders must provide a letter proving functional API implementations for MSCOA-compliant systems with clear screenshots from the system.
- Cybersecurity penetration assessment system generated report must be submitted as evidence and be dated within the last 12 months.

Failure to provide the above documents will result in your bid being rejected.

SECTION 6: DOCUMENTATION AND INFORMATION RELATED TO THE BRIEF

6.1 Any related information available at Amathole District Municipality will be provided to the appointed service provider.

6.2 Ownership of information collected by the service provider and paid for by the municipality shall vest with the municipality. Electronic version of the information should be supplied to the municipality.

SECTION 7: EVALUATION CRITERIA

	CRITERIA	WEIGHTING
1.	Experience of Key Personnel	40
2.	Experience of the Bidder	60
	GRAND TOTAL	100

FUNCTIONALITY ASSESSMENT

Experience of Key Personnel	Points
Bidders to submit CV’s of the project and support team consisting of at least the following: Consultant, Support Administrator and a Trainer to implement the meter reading system and training. <ul style="list-style-type: none"> • More 10 years of combined experience = 40 points • More than 5 to 10 years of combined experience = 30 points • Less than 5 years of combined experience = 10 points 	40

<ul style="list-style-type: none"> Should the team not consist of Consultant, Support Administrator and Trainer = 0 points 	
Experience of the Bidder	
<p>Bidders to submit fully signed contactable reference letters demonstrating the successful undertaking of projects implementing, support, and maintenance of electronic water meter reading systems for a minimum contract period of 2 years.</p> <ul style="list-style-type: none"> More than 5 years and above experience = 40 points 2 to 5 years' experience = 20 points Less than 2 years' experience = 0 points 	40
<p>Bidders to submit fully signed contactable reference letter/s demonstrating proof that the Meter Reading System implemented has capacity to support the 35 500 customers and attach the functional API implementations & Cybersecurity penetration assessment reports from the system.</p> <ul style="list-style-type: none"> More than 30 000 customers and reports = 20 points More than 20 000 customers and reports = 5 points Less than 20 000 customers with no reports = 0 points 	20

Failure to provide the above documentation will result in no points being allocated.

Bidders should take note of the above Pre-evaluation criteria failure to provide above documentation will result in no point being allocated.

- [a] All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) Requirements will be based on the information provided by the bidder.
- [i] The experience annexure must be completed. Only list Implementation, support and maintenance of an electronic meter reading system project.
- [b] Bids that do not meet **minimum of 60% for Experience of Key Personnel and a minimum of 70% for Bidders Experience** for the criteria listed above will not be considered further.

SECTION B
RETURNABLE DOCUMENTS

**TAX CLEARANCE CERTIFICATE/ TCC NUMBER / TAX VERIFICATION PIN TO BE
INSERTED HERE**

Compulsory VAT Registration

It is mandatory for a business to register for VAT if the total value of taxable supplies made in any consecutive twelve month period exceeded or is likely to exceed R1 million. The business must complete a VAT 101 - Application for Registration form and submit it to the local SARS branch within 21 days from date of exceeding R1 million

**NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REPORT TO BE
INSERTED HERE**

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, shareholder²):.....
- 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 Shareholder² 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

.....
CapacityName of Bidder

.....

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

***YES/NO.....**

.....

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

***YES/NO**

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

***YES/NO**

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES/NO**

3.1 If yes, furnish particulars

.....
.....

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

***YES/NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**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 up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 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).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Youth	7	
Black Women	7	
People with Disabilities	3	
Military Veterans	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company

- Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

RESOLUTION TO SIGN

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

By resolution of the board of directors passed at a meeting held on

Mr/Mrs, whose signature appears below, has been duly authorised

to sign all documents in connection with the Bid for Contract No. and any Contract that may arise there from on behalf of (name of Bidder in block capitals)

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

- WITNESSES:**
- 1.
 - 2.

SECTION C
PRICING SCHEDULE

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract?*YES/ NO.
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....
.....
.....
.....

*Delete if not applicable

SECTION D
THE CONTRACT

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to **Amathole District Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in the **RE-ADVERTISEMENT: PROVISION OF ELECTRONIC METER READING SYSTEM FOR A PERIOD OF 36 MONTHS Bid Number: 8/2/8/2025-2026C** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES	
1
2

GENERAL CONDITIONS OF CONTRACT

A. TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packaging
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Increase/Decrease of Quantities
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the provider's performance
23. Penalties
24. Termination for defaults
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. Transfer of contracts
35. Amendment of contracts

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, 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 provider 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 any thing of the 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 provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the provider and not involving the provider'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 provider is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **"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 in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's 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 provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies 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 supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may,

without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

- 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 23 of GCC.

9. Packaging

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

- 9.2 The packaging, 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 provider 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 provider 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 provider of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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 provider 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 provider 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 provider, 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 provider in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the provider 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 provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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. Contract amendments

- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20. Assignment

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

21. Subcontracts

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

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination For Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping And Counter-Vailing Duties And Rights

- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount

of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

26. Force Majeure

- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination For Insolvency

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement Of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation Of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider 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.

30. Governing Language

- 30.1 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.

31. Applicable Law

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

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

33. Taxes And Duties

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 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.

34. Transfer Of Contracts

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

35. Amendment Of Contracts

- 35.1 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.

SPECIAL CONDITIONS OF CONTRACT

- The service provider will be responsible for the compilation of the "Project Programme", detailing activities and time frames for provision of the Terms of Reference. This should be provided to ADM within a week of appointment and presented to the Project Manager.
- Any deviation from the accepted Programme should be pre-negotiated with the Municipality.
- The system provided must contain all the requirements in section 3 Functionality of the system.
- The contract will be for a period of 36 months.
- Training will be conducted in all six local municipalities and head office.

Failure to adhere to the above Special Conditions of Contract may result in your contract being terminated.