

# GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: ENG 013 OF 2023**

**TENDER FOR THE SUPPLY, HOSTING, SUPPORT AND MAINTENANCE OF AN  
ADVANCED POWER QUALITY MONITORING SYSTEM UNTILL 30 JUNE 2026**

ENQUIRIES: Mr. Kobus Willken  
YORK STREET  
GEORGE  
(044) 874 3917

ISSUED BY:  
THE CITY COUNCIL  
MUNICIPALITY OF GEORGE  
P O BOX 19.  
GEORGE  
6530

## SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER: .....

SUPPLIER DATABASE NO.: MAAA .....

TOTAL PRICE (INCLUDING VAT)

R

### PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:

Preference Points Claimed:

**B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

**TENDER CLOSES AT 12H00 ON FRIDAY, 06 OCTOBER 2023**

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## **BIDDER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company: .....		<b>Mark choice of correspondence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

**GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT**  
**TENDER NO. ENG013/2023 / TENDER NR. ENG013/2023**

Tenders are hereby invited for the:

**SUPPLY, HOSTING, SUPPORT AND MAINTENANCE OF AN  
ADVANCED POWER QUALITY MONITORING SYSTEM**

Completed tenders in a sealed envelope, clearly marked:

**Tender No. ENG 013/2023**, must be placed in the tender box at the George Municipality on the First Floor, Department: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on Friday, 06 October 2023**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tender documents are available at a non-refundable deposit of R 267-95 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender documents are available on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

For more information, contact Mr. Kobus Wilken at (044) 874 3917 or [jcwilken@george.gov.za](mailto:jcwilken@george.gov.za)

**The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or reject any quotation or to accept a part of it. The Municipality is not bound to accept the lowest or any tender .**

**A TCS PIN for bidders' tax compliance information must be submitted with the tender document.**

**It will be required from all successful bidders to register on the Central Supplier Database (CSD).**

**DR M GRATZ  
MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
GEORGE  
6530**

Tenders word hiermee ingewag vir die van:

**VOORSIENING, HUISVES, ONDERSTEUNING EN ONDERHOUD  
VAN 'N GEVORDERDE KRAGGEHALTE  
MONITORINGSTELSEL**

Voltooide tenders in 'n verseëde koevert, duidelik gemerk:

**Tender Nr . ENG 013/2023**, moet voor **Vrydag, 06 Oktober 2023**, om **12:00** in die tenderbus by die George Munisipaliteit op die Eerste Vloer, Departement: Finansiële Dienste, Voorsieningskanaal Bestuursseenheid, Burgersentrum, Yorkstraat, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tender dokumente is verkrygbaar teen 'n R267-95 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: [www.george.gov.za](http://www.george.gov.za)

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

Vir verdere inligting, kontak Mr. Kobus Wilken by (044) 874 3917 or [jcwilken@george.gov.za](mailto:jcwilken@george.gov.za)

**Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.**

**'n "TCS PIN" vir bieërs se belasting nakoming inligting moet ingesluit wees by die tender dokument.**

**Dit sal van alle suksesvolle bieërs verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.**

**DR M GRATZ  
MUNISIPALE BESTUURDER  
GEORGE MUNISIPALITEIT  
GEORGE  
6530**

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID**  
**SUPPLY, HOSTING, SUPPORT AND MAINTENANCE OF AN ADVANCED POWER QUALITY**  
**MONITORING SYSTEM**

BID NUMBER: ENG013/2023

CLOSING DATE: 06 OCTOBER 2023

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit  
The Civic Centre (1<sup>st</sup> Floor)  
York Street  
GEORGE

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

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

**B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.**

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and Adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.**

## DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
<b>Contact Details of the Person Signing the Tender:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
<b>Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
<b>Contact Details of Person Responsible for Accounts / Invoices:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

**DETAILS OF TENDERING ENTITY'S BANK**

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b>
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

# THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

- The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: ENG013/2023**  
**SUPPLY, HOSTING, SUPPORT AND MAINTENANCE OF AN ADVANCED POWER QUALITY MONITORING SYSTEM**

- Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			



# THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

## RESOLVED THAT:

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: ENG013/2023**  
**SUPPLY, HOSTING, SUPPORT AND MAINTENANCE OF AN ADVANCED POWER QUALITY MONITORING SYSTEM**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_

(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address) \_\_\_\_\_

\_\_\_\_\_

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
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## JOINT VENTURE

Only to be completed if applicable

<b>Name of Joint Venture:</b>	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

**Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.**

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**

## **TENDER CONDITIONS**

### **Power Quality Monitoring System Tender**

## **Advanced Power Quality Monitoring System Requirements**

### **Scope**

This tender entails the supply, hosting, support and maintenance of an Advanced Power Quality Monitoring System that shall enable the collection, hosting, analysis, classification, alarming and visualisation of high quality network performance data.

The system shall consist of:

- IEC61000-4-30 Ed 3.0 Class-A certified measurement devices
- Central cloud based data store with interactive web based user interface as an option
- Encrypted IP based communication links between devices and the central data store
- An alarming mechanism to notify subscribed users via E-Mail and Push Notifications about network anomalies or when pre-defined parameter levels are exceeded.
- Automated NRS048:2015 compliant report generation
- Interactive graphical dashboards and displays to visualise recorded data in near real-time.

Each measurement device shall contain a GPS (internal or external) for permanent clock synchronisation, cellular modem (internal or external) and battery support to keep the device, GPS and cellular modem active in total absence of power for up to 30 minutes.

DIN rail fuses shall be used to isolate the voltage inputs and external power source as well as DIN rail shorting terminals to short out CT circuits.

The system shall support the ability to import data from other 3<sup>rd</sup> party data sources.

The system shall support the collection of data from at least 100 simultaneously connected devices and at least 5 simultaneously connected users.

The bidder shall host, maintain and support the data hosting, analysis and visualisation software system, as stipulated in this tender, for the duration of the contract.

The bidder shall have implemented an ISO9001 certified quality management system.

Cellular communication shall be used to permanently connect devices to the central data store.

A configurable Ethernet port for local comms must be available for external communications to the municipal network.

The bidder shall provide SIM cards, data bundles and all other systems like private APN to be able to establish permanent broadband communication links between the devices and the cloud based server.

The bidder shall provide all server hardware, system software and other related infrastructure required implementing and hosting a fully functional data hosting, analysis and visualisation system as described in this tender for the duration of this contract.

An extended warranty shall cover the measurement devices against component failure and poor workmanship when operated under normal operating conditions for the duration of the contract.

An annual software and embedded firmware maintenance contract shall ensure the fleet of measurement devices and the data hosting software stays up to date with the latest functionality and features for the duration of the contract.

## **Threshold Criteria**

The following threshold criteria are applicable to this tender.

**If the bidder is not able to respond positively to the points below, then the tender shall be deemed to be unsuccessful.**

1. The measurement devices offered shall be certified by an internationally recognised certification body to be compliant to IEC61000-4-30 Ed3.0 Class-A Requirements on both voltage and current inputs. IEC62586 Part 2 shall be used as test protocol. The bidder has to supply a valid test certificate as well as the test reports to prove compliance.

Measurement devices are to be installed on 110V VT circuit and 1A/5A CT circuits. Certification shall prove compliance at these levels. Only certification at 110V or lower and current of 1A or lower shall therefore be acceptable.

2. The bidder shall be ISO9001 Certified. Only a valid ISO9001 certificate issued by an internationally recognised accreditation organisation shall be acceptable.
3. The system shall support hosting, analysis and visualisation of a minimum of 100 simultaneous connected devices for a period of up to 3-years.

The bidder shall provide references to at least 5 projects where the data hosting, analysis and visualisation system was successfully implemented.

## **System Requirements**

### **System Architecture**

The system shall consist of:

- IEC61000-4-30 Ed 3.0 Class-A certified measurement devices
- Central cloud based data store with interactive web based user interface as an option
- Encrypted IP based communication links between devices and the central data store
- An alarming mechanism to notify subscribed users via E-Mail and Push Notifications about network anomalies or when pre-defined parameter levels are exceeded.
- Automated NRS048 compliant report generation (monthly)
- Interactive graphical dashboards and displays to visualise recorded data in near real-time.

### **High Availability System**

A high availability system is required.

(High availability is a characteristic of a system, which aims to ensure uptime for a higher than normal period).

The system shall accommodate failure of hardware in the form of redundant components. In this case the system shall be operational on failure of one disk and failure of one server motherboard.

### **Storage Capacity**

The system shall support hosting, analysis and visualisation of a minimum of 100 simultaneous connected devices for a period of up to 3-years.

## **Measurement Device Installation**

The measurement device, GPS, cellular modem and battery support shall be installed on a DIN rail within substations, at bulk supply points or within mini-substations.

Installations to be carried out by municipal employees.

110V Voltage transformer and 1A/5A Current Transformer outputs shall be used when measuring voltage and current.

The bidder shall supply DIN rail fuses to isolate the voltage inputs and external power source as well as DIN rail shorting terminals to short out CT circuits.

The GPS antennae shall be of outdoor type and shall contain at least 15m-cable and a wall-mounting bracket to facilitate outdoor blue-sky installation.

The cellular antenna shall be magnetic base type with at least 5m-cable.

Devices shall preferably be powered from substation batteries. Alternatively from the 230V auxiliary supply.

The 4<sup>th</sup> voltage channel shall be used to measure the supply voltage – whether it is AC or substation DC.

## **Communication**

The following communication options shall be supported:

- Ethernet
- Cellular modem (internal or external)

The bidder shall provide SIM cards, data bundles and APN infrastructure required to implement permanent secure communication links between the devices and the central data store.

Communication shall be IP based and shall be encrypted.

The bidder shall as part of the monthly hosting service also take responsibility to maintain and service and restore cellular communication links between devices and the central server.

## **Battery Support**

Rechargeable battery support is required at each installation. The battery support must keep the measurement device, GPS and cellular modem fully operational in total absence of power for up to 30 minutes.

## **Clock Synchronisation**

Each unit shall contain a GPS time source to facilitate permanent clock synchronised to within  $\pm 100\mu s$ . When GPS signal is not present, the system has to automatically fall back to NTP clock synchronisation. If NTP clock are not available, then the system shall fall back to internal battery backed clock.

All recorded data shall be accompanied with a flag indication status of GPS synchronisation.

## **Alarming**

The system shall support an alarming mechanism via E-Mail and/or Push Notifications.

Alarms shall be generated on the following as a minimum:

- When devices are not producing data in a timely fashion.
- When any of the event monitors records events
- When any of the NRS048 daily, weekly or sliding referenced assessments fails

### **Extended Warranty**

Extended warranty is required to cover the measurement device, GPS and Cellular infrastructure for the duration of the contract. This extended warranty shall provide protection against component failure or poor workmanship when the product was operated under normal operating conditions.

### **Annual Software and Firmware Maintenance Contract**

An annual maintenance contract for both the embedded firmware and the data hosting, analysis and visualisation software is required for the duration of the contract.

The maintenance contract shall cover bug-fixes, major and minor improvements and new functionality as released from time to time.

The bidder shall take responsibility to deploy new firmware on the measurement devices and to deploy new software upgrades to the existing system.

### **Customisation of Software & Development of New Features**

The operational needs may change during the time of contract. The bidder shall state an hourly rate for the customisation of existing reports or the development of new functionality.

### ***Data Hosting, Analysis & Visualisation Software Functional Requirements***

#### **General Requirements**

The key objectives of the system are as follows:

- Automated collection of data from the fleet of remotely connected devices.
- Automated classification of data according to NRS048 requirements.
- Grouping of similar PQ events that occurred at the same time into incidents
- Make available PQ events, trends and incidents from all or a selection of substations for users to select and view on the same time domain.
- Permit the viewing and analysis of information from other measurement devices for an event, incident or trend.
- Provide fleet management tools
  - Configure remotely installed devices
  - Perform field upgrades
  - Collect and display device telemetry data – (battery temperature, battery capacity, ...)
- Automated report generation
- Alarming via E-Mail or Push Notifications

The system shall support alarming via E-Mail and Push notifications.

All communication to and from the system shall be encrypted.

#### **Data Acquisition Mechanism**

The system shall automatically retrieve measured data as and when it becomes available.



Data shall be accessible via an interactive web interface within a maximum of 10-minutes after been measured in the field.

On-device (local) storage is required to support data buffering when communication links are down.

Local storage must be adequate to store data for at least 4-months.

Upon restoration of the communication link, buffered data shall be automatically downloaded.

The data store shall automatically update all affected network statistics and the matching of dips/swells that occurred at the same time.

### **Data Enrichment**

The following statistics shall be calculated as minimum per individual meterpoint upon receipt of any new data:

- Identify suspect (out of range) readings.
  - Voltage
  - Voltage Unbalance
  - THD
  - Frequency
  - Saturated CT's (loading >100% of rated current)
  - Under loaded CT's (loading of CT's below 20% of rated current)
- Daily & 7- day sliding statistics required for NRS048 & other assessment reports
- Measured events like dips, swells, fast transients etc. from multiple meterpoints that occurred within the same timeframe shall be automatically aggregated into single incidents.

### **Device Support (Setup/Configuration)**

The data hosting system shall provide the following functionality via a web interface to assist the installer to complete the configuration/setup of the metering point.

- Establish connectivity to connected devices
- Create measuring point (name the measuring point) and setup all required metadata (or connect to system pre-defined measuring point)
- Configure the measurement interfaces
  - Star/Delta on voltage inputs
  - Declare operating voltage level
  - Chose Current sensors or external transducers
  - VT & CT Ratios
  - Derival of new current channels
  - Declare metering point capacity
- Provide real-time data in graphical and tabled format to confirm/verify correct installation
- Assist the user to automatically identify common installation errors like incorrect phasing, Incorrect VT or CT ratios etc.
- Apply measurement strategy or measurement campaign

### **Real-Time-View**

The system shall support the collection and display of real-time-view data from any connected measurement device.

The real-time data shall be visualised graphically and in tabled format.

The displayed data shall be in the following format:

- Matrix containing voltage, current, power, power angle and power factor information.
- 3-Phase voltage and current phasors
- Voltage and current waveform profile containing at least one cycle of data.
- Voltage and current harmonic spectrum (up to at least 50<sup>th</sup> harmonic)

### **Automated Deployment of a Measurement Configuration Strategy**

The system shall support the ability to define a measurement strategy that is compliant with NRS048:2015 measurement requirements.

The system shall automatically deploy this measurement strategy to the entire fleet of measurement device.

Any new device added to the system shall automatically “inherit” the same configuration strategy.

The system shall report whether the deployment of the strategy was successful or not (configuration deployment status report).

The system shall enable the operator to manually configure devices where the deployment was unsuccessful or whenever required to manually override the configuration applied by the system.

### **Data Export/Import**

The system shall support the exporting of a user-defined selection of data as follows:

- CSV format
- PQDIF
- Comtrade

The system shall support the importing of data as follows:

- CSV format
- PQDIF
- Comtrade

### **User Accounts**

There shall be an administrator account to set up user accounts & viewing rights.

There shall be a fleet manager account to add measurement devices and to create measurement points.

There shall be a general user account to access and browse through measured data.

The system shall support a minimum of 50 user accounts.

Each user must be able to subscribe to various alarms.

### **Voltage Dip/Swell Incident Handling**

The system shall be updated with voltage dip/swell information within 10-minutes after the voltage dip/swell was recorded on the device.

The system shall generate an alarm via E-Mail or Push Notification on occurrence of voltage dips/swells.

The system shall provide a display to allow the user to view the network incidents in a tabled format.

The system shall include a selector to allow the user to select a period of incidents to display.

The system shall provide a display per individual incident that contains the following information:

- NRS048 Scatterplot of all dips/swell events aggregated into the incident
- List of recorded events – each containing the following:
  - Name of the measurement point
  - Date & time of event
  - Depth of event
  - Duration of event

From the event, the system shall have the capability of launching an analytical tool. The analytical tool shall provide a display per individual event that contains the following information as a minimum:

- ½ Cycle RMS voltage values (as % of declared) of all three phases – with pre-and post data
- ½ Cycle RMS Current values of all three phases – with pre-and post data
- ½ Cycle RMS total active power values – with pre-and post data
- ½ Cycle RMS total reactive power values – with pre-and post data
- Voltage and current waveforms

### **Annotation of Incidents & Ticketing System**

The system shall record the results of a root cause analysis to each incident.

The system shall record the following as a minimum:

- Root cause of the incident (selectable from a list)
- Responsible party (selectable from a list)
- Circuit from where it originated (selectable from a list)
- Voltage level of the circuit from where the incident originated (selectable from list)
- List of equipment affected (selectable from a list)

The user shall have the ability to add or delete an item on any of the lists.

The system shall have a built-in ticketing system to assign the investigation or root cause analysis of PQ issues to individuals. The user shall receive an alarm via E-Mail or Push Notification when a task was assigned to him/her.

### **Reporting**

The system shall automatically generate NRS048:2015 compliant assessment reports per measuring point.

The system shall also automatically generate NRS048:2015 compliant KPI & Benchmarking reports that cover the entire network or a selection of measurement points.

Additional reporting shall cover the assessment of the following IEC standards:

- IEC61000-2-2
- IEC61000-2-4
- IEC61000-2-12

The user shall be able to download and save the reports in PDF or Microsoft Word format.

The graphics generated in Word format shall be of svg format to guarantee quality when scaling.

## **Fleet Management Functionality**

Fleet management functionality is required to manage a fleet of remotely installed devices from a central location.

The system shall provide the following fleet management functionality:

- System-wide deployment of measurement strategies or campaigns
- Collection of visualisation of telemetry data from individual measurement devices
- Manage the automated collection of data and alarms
- Apply business rules to measured data to identify suspect data
- Manage the calculation of statistical and newly derived parameters

## **Support Services Requirements**

### **Hosting, Maintenance and Support of PQ Monitoring System**

The bidder shall host and maintain the data hosting, analysis and visualisation software system, as stipulated in this tender, for the duration of the contract.

The successful bidder must monitor and manage the system in such a way that any potential data loss be identified and restored within seven (7) consecutive days.

The bidder shall make available all server hardware, system software and other related infrastructure required implementing a fully functional data hosting, analysis and visualisation system as described in this tender for the duration of this contract.

Hosting service shall include database administration functions required to operate and maintain the system at an optimum level.

The bidder shall configure and commission the new data hosting and visualisation system software and all other systems required to operate. System configuration and commissioning is a once-off transaction and must include the following as a minimum:

- Create, configure and commission the new account entity and Internet presence
- Create different user roles
- Create default measurement campaign templates
- Create new user accounts and assign user roles
- Create new measuring point accounts

The bidder shall provide all cellular infrastructure, APN and data bundles needed to establish secure broadband cellular links between measurement devices and the central data store.

At the end of the contract the bidder shall make available a set of fully functional VM-Ware based virtual machines that contains all recorded data and all software and systems required to display the recorded data.

### **Data Analysis & Reporting Service**

For the duration of the contract the successful bidder shall provide the municipality access to a suitably qualified and experienced Power Quality engineer.

This engineer shall do the following:

- Analyse and report on events and trends recorded over the past month.
- Chair a monthly one-day workshop with various internal departments and management to discuss the past month's performance and to identify focus areas for the next month.

- Chair and report on Power Quality to a quarterly workshop with Eskom, industry and any other interested parties. At this workshop all involved parties shall report and discuss Power Quality related issues and jointly prioritise a way forward.

### **Ad Hock Expert Investigations**

Detailed (expert) investigations may be required from time to time.

The municipality undertake to authorise a minimum of 2 investigations per annum.

### **Product Training**

The successful bidder must provide product training to the following different types of users:

- Measurement device installers
- System users
- System administrator/operator

The training shall be provided on premises within the municipal boundaries.

### ***Measurement Device Functional Requirements***

#### **Standards Compliance**

- IEC61000-4-30 Ed3.0 Class-A PQ Measurement on both voltage and current inputs
- IEC61000-4-7 Class I – Harmonics and Interharmonics
- IEC61000-4-15 Class F1 - Flicker
- IEC62586: 2017 Part2 – Functional tests and uncertainty requirements (PQI-A-FI1-G)
- IEC61010 - Safety Requirements
- IEC61000-6-5; Defined for “substations” and interface type 3 – Immunity
- CISPR32 Class-A – Emissions

#### **Voltage Inputs**

4 x Differential voltage inputs are required.

The device shall support measurement of both AC and DC voltage parameters

Measurement range: 0-600V L-N

Input impedance: > 3.0MΩ L,N-PE

The measurement device shall support interfacing to the following types of voltage circuits:

- 690 V<sub>ac</sub> – 4-wire systems (i.e. at wind turbines)
- 400 V<sub>ac</sub> – 3 & 4-wire systems (industry & commercial)
- 230 V<sub>ac</sub> – Single phase systems (domestic & commercial)
- 110 V<sub>ac</sub> – 3 & 4-wire systems (transmission, distribution & RPP)

#### **Current Inputs**

4 x Galvanically isolated current inputs are required.

The device shall support measurement both AC and DC current & power parameters.

Measurement range: 0-6A

Max continuous current: 10A

3-sec Overcurrent withstand: 50A

VA Burden: < 0.1VA  
Isolation: > 1kV

The devices shall support direct interfacing to the following types of current circuits:

- 1A CT circuit (3 & 4-wire systems)
- 5A CT circuit (3 & 4-wire systems)

The device shall support the derivation of the following current parameters:

- 3<sup>rd</sup> Current from any 2 x available CT's in a 3-wire network
- 4<sup>th</sup> Current from the 3 x available CT's in a 4-wire network.

### **Voltage output current transducer inputs**

Voltage output current transducers like Rogowsky coils or passive micro CT clamps are required when no CT's are installed in for instance mini substations or in industrial applications.

4 x Differential low voltage current transducer inputs are required.

The device shall support the measurement of both AC and DC current & power parameters

Measurement range:  $\pm 1V_{AC/DC}$

Input impedance: >100k $\Omega$

The device shall provide minimum of 5V@1VA isolated power to each of the transducer inputs to power active current transducers like Rogowski coils.

### **Power Sources**

The device shall have a separate aux power supply input.

AC/DC supply voltage input range: 90-300V (DC, 45-65Hz)

The total power consumption of the device, GPS clock and communication equipment shall not exceed 40VA.

The device may optionally be powered via Ethernet port: IEEE 802.3 compliant (35-60 VDC)

### **Battery Support**

A re-chargeable energy source (battery) is required to maintain full operation during dips and short outages. The initial "ride through" support from the battery shall be > 60 minutes

Battery health data shall to be recorded on a daily basis. This data must include the following as a minimum:

- Battery min/max temperature
- Number of charge/discharge cycles
- Battery state of Health (SOH)

The support software shall be able to visualise or report on the history of these parameters.

### **Clock Synchronisation**

Each measurement device shall contain an external GPS interface or contain a built-in GPS to facilitate permanent GPS clock synchronised to within  $\pm 100\mu s$ .

In the absence of a GPS signal, the system shall fall-back on NTP protocol to synchronise its internal clock. If both the GPS and NTP are not available, then the system shall rely on a built-in battery backed RTC to support unsynchronised time.

The GPS shall be powered by the built-in or external battery support system to be operational for a minimum of 60 minutes in the total absence of external power.

## **Communication**

The following communication interfaces shall be supported:

- Ethernet
- Built-In Cellular modem with an external antenna

The Ethernet shall support fixed IP addressing and DHCP server addressing.

The cellular modem shall support at least 3G.

The cellular modem must support at least 3G.. The battery support must support both the measurement device and the cellular modem for a minimum of 60 minutes in the absence of external power.

Either the measurement device or the data hosting software must automatically retry to re-establish temporary lost connectivity. The system must raise an alarm if connectivity is not automatically restored within a user-defined time. This alarm must be distributed via either E-Mail or Push Notifications.

## **Mounting Options**

The measurement devices and its GPS and cellular modems shall be DIN rail mountable.

## **Digital Event Inputs**

Each device shall have a minimum of 2 isolated digital inputs.

The digital inputs shall be galvanically isolated from the measurement device.

The inputs shall support both wetted and dry contacts.

The maximum voltage applied onto digital event inputs shall not exceed 300V.

## **Digital Relay Outputs**

Each device shall have a minimum of 4 x solid-state relay outputs.

The relay outputs shall be galvanically isolated from the measurement device and from each other.

The maximum voltage to be switched: 240V

The maximum current to be switched: 100mA

## **SCADA Protocol**

The following SCADA protocols shall be supported to allow for system integration:

- DNP3
- IEC61850

## Field upgradeability

The device firmware shall be field upgradeable.

Upgrades must be automatically deployed from the central server.

The system shall contain a report listing the current version and device status of all or a selection of measurement devices.

## *Trended Parameter Measurement Requirements*

### General Data Acquisition Requirements

- Measures both AC and DC parameters on all analog inputs
- Sampling rate of at least 25kHz

### Aggregation Intervals

The device shall support the following aggregation intervals as a minimum:

- Fixed 10-minute interval
- 10-sec Frequency measurement
- 15-Block interval ( $\pm 3$ sec)

The device shall be able to simultaneously record all supported aggregation intervals.

### Frequency

- IEC61000-4-30 Ed3.0 Class-A compliant
- 10-sec Aggregation interval

### Voltage Parameters

- Voltage Magnitude
  - RMS
  - As % of declared voltage
- Voltage Unbalance
  - Positive Sequence Component
  - Negative Sequence Component
  - Zero Sequence Component
  - Negative Sequence component as % of Positive Sequence Component
- Over/Under Deviation
- Flicker
  - $P_{st}$
  - $P_{LT}$

### Current Parameters

- Current Magnitude
  - RMS
  - As % of rated current
- Current Unbalance
  - Positive Sequence Component
  - Negative Sequence Component
  - Zero Sequence Component
  - Negative Sequence component as % of Positive Sequence Component



## **Power Parameters**

- RMS Powers (Net) - Active, Reactive, Apparent, Power Factor, Power Angle
- RMS Powers (Imported) - Active, Reactive, Apparent, Power Factor, Power Angle
- RMS Powers (Exported) - Active, Reactive, Apparent, Power Factor, Power Angle

## **Voltage & Current Harmonics/Interharmonics & Harmonic Powers**

- Compliant to IEC61000-4-7 Class I
- All harmonics to be recorded simultaneously
- THD as %
- Magnitude (up to 50<sup>th</sup>)
- Magnitude as % of declared voltage or as % of rated current (up to 50<sup>th</sup>)
- P, Q, S, Power Angle (up to 50<sup>th</sup>)
- P<sub>Total</sub>, Q<sub>Total</sub>, S<sub>Total</sub>, Total Power Angle (up to 50<sup>th</sup>)
- Prevailing phasor amplitude (up to 50<sup>th</sup>)
- Prevailing phasor angle (up to 50<sup>th</sup>)

## **Higher Order Voltage & Current Harmonics & Harmonic Powers**

- 2-25kHz with fixed 200Hz bands
- Magnitude
- Magnitude as % of declared voltage or as % of rated current
- All harmonics to be recorded simultaneously

## **Synchrophasors**

- User definable sampling interval (1 per cycle up to 1 per minute)
- Voltage & Current Phasors
- Filtered & Unfiltered frequency

## ***Network Event Measurement Requirements***

### **Voltage Dips/Swells and Outages**

- Date & Timestamp, Depth & Duration as per IEC61000-4-30 Ed3.0 Class-A requirements
- User defined hysteresis and hold-off thresholds
- Fixed and sliding reference thresholds
- Waveform and ½ Cycle RMS Voltage & Current profiles with user defined pre- and post
- Alarm when thresholds are exceeded and alarm when recovered
- Update event counter. (Event counter to be accessible via SCADA protocols)
- Update event in progress flag. (Event flag to be accessible via SCADA protocols)

### **Current Threshold Exceedance (1/2 cycle interval)**

- Date & Timestamp
- User defined hysteresis and hold-off thresholds
- Waveform and ½ Cycle RMS Voltage & Current profiles with user defined pre- and post
- Alarm when thresholds are exceeded and alarm when recovered
- Update event counter. (Event counter to be accessible via SCADA protocols)
- Update event in progress flag. (Event flag to be accessible via SCADA protocols)

### **Significant (Rapid) Voltage and Current Changes (1/2 cycle interval)**

- Date & Timestamp

- User defined hysteresis and hold-off thresholds
- Waveform and ½ Cycle RMS Voltage & Current profiles with user defined pre- and post
- Alarm when threshold is exceeded and alarm when recovered
- Update event counter. (Event counter to be accessible via SCADA protocols)
- Update event in progress flag. (Event flag to be accessible via SCADA protocols)

#### **Voltage THD Threshold Exceedance (10/12-Cycle block interval - ±200ms)**

- Date & Timestamp
- User defined hysteresis and hold-off thresholds
- Records 15 x block (±3sec) voltage and current RMS and harmonic data during the event
- Alarm when thresholds are exceeded and alarm when recovered
- Update event counter. (Event counter to be accessible via SCADA protocols)
- Update event in progress flag. (Event flag to be accessible via SCADA protocols)

#### **Voltage Unbalance Threshold Exceedance (10/12-Cycle block interval - ±200ms)**

- Date & Timestamp
- User defined hysteresis and hold-off thresholds
- Records 15 x block (±3sec) voltage and current RMS and harmonic data during the event
- Alarm when thresholds are exceeded and alarm when recovered
- Update event counter. (Event counter to be accessible via SCADA protocols)
- Update event in progress flag. (Event flag to be accessible via SCADA protocols)

#### **Mains Signalling Threshold Exceedance (10/12-Cycle block interval - ±200ms)**

- Date & Timestamp
- User defined hysteresis and hold-off thresholds
- Records 15 x block (±3sec) voltage and current RMS and harmonic data during the event
- Alarm when thresholds are exceeded and alarm when recovered
- Update event counter. (Event counter to be accessible via SCADA protocols)
- Update event in progress flag. (Event flag to be accessible via SCADA protocols)

#### **Over/Under Frequency Event (10/12-Cycle block interval - ±200ms)**

- Date & Timestamp
- User defined hysteresis and hold-off thresholds
- Waveform and ½ Cycle RMS Voltage & Current profiles with user defined pre- and post
- Records 15 x block (±3sec) voltage and current RMS data during the event
- Alarm when thresholds are exceeded and alarm when recovered
- Update event counter. (Event counter to be accessible via SCADA protocols)
- Update event in progress flag. (Event flag to be accessible via SCADA protocols)

#### **10-min Voltage Magnitude Threshold Exceedance**

- Date & Timestamp
- User defined hysteresis and hold-off thresholds
- Alarm when thresholds are exceeded and alarm when recovered

#### **10-min Voltage THD Threshold Exceedance**

- Date & Timestamp
- User defined hysteresis and hold-off thresholds
- Alarm when thresholds are exceeded and alarm when recovered

### **10-min Voltage Unbalance Threshold Exceedance**

- Date & Timestamp
- User defined hysteresis and hold-off thresholds
- Alarm when thresholds are exceeded and alarm when recovered

### **Voltage Fast Transient**

- Date & Timestamp
- Operates on signal where the fundamental is filtered out with 40<sup>th</sup> order filter.
- Waveform and ½ Cycle RMS Voltage & Current profiles with user defined pre- and post
- Alarm when thresholds are exceeded and alarm when recovered

### **Digital I/O State Change**

- Date & Timestamp
- Waveform and ½ Cycle RMS Voltage & Current profiles with user defined pre- and post
- Alarm when thresholds are exceeded and alarm when recovered



## Measurement Device Requirements

Description	Required	Offered
<b>Standard Compliance</b>		
IEC61000-4-7 Class I – Harmonics and Inter-harmonics	Yes	
IEC61000-4-15 Class F1 - Flicker	Yes	
IEC61000-4-30 Ed3.0 Class-A Power Quality Measurement	Yes	
IEC61000-6-5; Defined for “substations” and interface type 3 – Immunity	Yes	
IEC61010 - Safety Requirements	Yes	
IEC62586: 2017 Part2 – Functional tests and uncertainty requirements (PQI-A-FI1-G)	Yes	
CISPR32 Class-A – Emissions	Yes	
<b>Voltage Inputs</b>		
Differential voltage inputs	4	
DC voltage measurement	Yes	
AC voltage measurement	Yes	
Measurement range ( AC & DC)	0-300 V	
Minimum input impedance (L,N-PE)	1 MΩ	
Voltage Circuit compatibility: <ul style="list-style-type: none"> <li>• 420 Vac – 4 Wire</li> <li>• 240 Vac – 2 wire</li> <li>• 110 Vac – 4 wire</li> <li>• 110 Vac – 3 wire</li> </ul>	Yes Yes Yes Yes	
<b>Current Inputs</b>		
Galvanically isolated current inputs	4	
DC current and power measurement	Yes	
AC current and power measurement	Yes	
Measurement range ( AC & DC)	0-6 A	
Maximum continuous current	10 A	
3 second overcurrent withstand	50 A	
Maximum VA burden	0.1 VA	
Minimum Isolation	1000 V	
Current measurement circuit compatibility: <ul style="list-style-type: none"> <li>• 1 A CT circuit – 4 wire</li> <li>• 1 A CT circuit – 3 wire</li> <li>• 5 A CT circuit – 4 wire</li> <li>• 5 A CT circuit – 3 wire</li> </ul>	Yes Yes Yes Yes	
The device shall support the derival of the following current parameters: <ul style="list-style-type: none"> <li>• 3<sup>rd</sup> current from 2 CT’s in a 3 wire network</li> <li>• 4<sup>th</sup> current from 3 CT’s in a 4 wire network</li> </ul>	Yes Yes	
<b>Current Transducer Inputs</b>		
Support passive voltage output current transducers like Rogowski coils or micro CT clamps	Yes	
Differential low voltage current transducer inputs	4	
DC current and power measurement	Yes	
AC current and power measurement	Yes	
Measurement range ( AC & DC)	±1 V	

Description	Required	Offered
Input impedance	>90 k $\Omega$	
Minimum voltage of isolated power to transducer inputs At power output	5 V 1VA	

Description	Required	Offered
<b>Power Requirements</b>		
Separate auxiliary power supply input	Yes	
AC/DC voltage input range	90-300 V	
Maximum total power consumption of device( including communications and time synchronising GPS devices)	40 VA	
<b>Battery Backup</b>		
Rechargeable battery included in device	Yes	
Minimum ride through support from battery duration	30 min	
Daily battery health data recordings:		
<ul style="list-style-type: none"> <li>• temperature minimum and maximum</li> </ul>	Battery	Yes
<ul style="list-style-type: none"> <li>• charge and discharge cycles</li> </ul>	Number of	Yes
<ul style="list-style-type: none"> <li>• state of health</li> </ul>	Battery	Yes
<b>Clock Synchronisation</b>		
Interface with an external GPS device or have a built-in GPS for time synchronisation	Yes	
GPS synchronisation accuracy	±100 µs	
Fall-back to Network Time Protocol if GPS is unavailable for synchronised time	Yes	
Fall-back to a built-in Real Time Clock if GPS and NTP is unavailable for unsynchronised time	Yes	
GPS battery life in absence of external power	30 min	
<b>Communication</b>		
Configurable ethernet port.	Yes	
Fixed IP addressing and DHCP server addressing.	Yes	
Built-in cellular modem with external antenna.	Yes	
Cellular modem supports at least 3G.	Yes	
Minimum on time of cellular modem from battery in the absence of external power.	30 min	
Automatic reconnection attempt and alarm notification in the event of a communication failure.	Yes	
<b>Mounting Options</b>		
Measurement device mounting option.	DIN rail	
External modems if required mounting option.	DIN rail	
External GPS if required mounting option.	DIN rail	
<b>Digital Event Inputs</b>		
Minimum isolated digital inputs.	2	
Inputs isolated from measurement device.	Yes	
Inputs can support wetted or dry contacts.	Yes	
Maximum voltage for digital inputs.	300 V	

Description	Required	Offered
<b>Digital Relay Outputs</b>		
Minimum galvanically isolated digital outputs	4	
Relay outputs are galvanically isolated from the measurement device and each other.	Yes	
Maximum voltage to be switched.	240 V	
Maximum current to be switched.	100 mA	
<b>SCADA Protocols</b>		
SCADA protocols required:		
• DNP 3.0	Yes	
• IEC 61850	Yes	
<b>Field Upgradability</b>		
Device firmware is field upgradeable	Yes	
Automatically deployed updates from central server	Yes	



**Trended Parameter Requirements**

Description	Required	Offered
<b>General data acquisition requirements</b>		
Measure both AC and DC parameters on all inputs	Yes	
Minimum sampling rate	25 kHz	
<b>Aggregation Intervals</b>		
Fixed 10 minute interval	Yes	
10 second frequency measurement	Yes	
15 block interval	Yes	
All Aggregation intervals measured simultaneously	Yes	
<b>Frequency</b>		
IEC61000-4-30 Ed3.0 Class-A compliant	Yes	
10 second aggregation interval	Yes	
<b>Voltage and Current Parameters</b>		
Voltage and current magnitude measurements: <ul style="list-style-type: none"> <li>• RMS</li> <li>• Percentage of nominal value</li> </ul>	Yes Yes	
Voltage and current unbalance measurements: <ul style="list-style-type: none"> <li>• Positive sequence component</li> <li>• Negative sequence component</li> <li>• Zero sequence component</li> <li>• Negative sequence as a percentage of positive sequence</li> </ul>	Yes Yes Yes Yes	
Voltage: <ul style="list-style-type: none"> <li>• Over Deviation</li> <li>• Under Deviation</li> </ul>	Yes Yes	
Voltage Flicker: <ul style="list-style-type: none"> <li>• P<sub>ST</sub></li> <li>• P<sub>LT</sub></li> </ul>	Yes Yes	
<b>Power Parameters</b>		
RMS Power (Net): <ul style="list-style-type: none"> <li>• Active power</li> <li>• Reactive power</li> <li>• Apparent power</li> <li>• Power factor</li> <li>• Power angle</li> </ul>	Yes Yes Yes Yes Yes	

RMS Power (Imported):		
<ul style="list-style-type: none"> <li>• Active power</li> <li>• Reactive power</li> <li>• Apparent power</li> <li>• Power factor</li> <li>• Power angle</li> </ul>	Yes	
	Yes	
	Yes	
	Yes	
	Yes	
RMS Power (Exported):		
<ul style="list-style-type: none"> <li>• Active power</li> <li>• Reactive power</li> <li>• Apparent power</li> <li>• Power factor</li> <li>• Power angle</li> </ul>	Yes	
	Yes	
	Yes	
	Yes	
	Yes	
	Yes	
<b>Voltage &amp; Current Harmonics/ Interharmonics and power harmonics</b>		
Measurements compliant to IEC61000-4-7 Class I	Yes	
All harmonics recorder simultaneously	Yes	
Total harmonic distortion (THD) as a percentage	Yes	
Minimum extreme harmonic	50 <sup>th</sup>	
Harmonic measurements (up to minimum extreme harmonic):		
Voltage magnitude.	Yes	
Current magnitude.	Yes	
Voltage as a percentage of nominal voltage.	Yes	
Current as a percentage of rated current.	Yes	
Real power.	Yes	
Reactive power.	Yes	
Apparent power.	Yes	
Power angle.	Yes	
Total real power.	Yes	
Total reactive power.	Yes	
Total apparent power.	Yes	
Total power angle.	Yes	
Prevailing phasor amplitude.	Yes	
Prevailing phasor angle.	Yes	
<b>Higher Order Voltage &amp; current harmonics &amp; harmonic powers</b>		
Frequency range for higher order harmonics with fixed 200 Hz bands.	2–25 kHz	
All harmonics recorder simultaneously.	Yes	
Magnitude values.	Yes	
Magnitude of voltage harmonics as a percentage of nominal voltage.	Yes	
Magnitude of current harmonics as a percentage of rated current.	Yes	
<b>Synchrophasors</b>		
User definable sampling interval ( 1 per cycle up to 1 per minute)	Yes	
Voltage & current phasors.	Yes	
Filtered and unfiltered frequency.	Yes	

**Network Events Requirements**

Description	Required	Offered
<b>Network events</b>		
<b>Voltage dips/swells/outages</b>	Yes	
<b>Current Threshold exceedance</b>	Yes	
<b>Significant/rapid voltage &amp; current changes</b>	Yes	
<b>Voltage THD threshold exceedance</b>	Yes	
<b>Voltage unbalance threshold exceedance</b>	Yes	
<b>Mains signalling</b>	Yes	
<b>Over/Under Frequency event</b>	Yes	
<b>10-minute voltage magnitude exceedance event</b>	Yes	
<b>10-minute voltage THD exceedance event</b>	Yes	
<b>10-minute voltage Unbalance exceedance event</b>	Yes	
<b>Voltage fast transient event</b>	Yes	
<b>Digital I/O event</b>	Yes	
<b>Details required for event monitoring</b>		
Date and timestamp <ul style="list-style-type: none"> <li>All</li> </ul>	Yes Yes	
Depth and duration as per IEC 61000-4-30 Ed3.0 Class A <ul style="list-style-type: none"> <li>Voltage dips/swells/outages</li> </ul>	Yes Yes	
User Defined hysteresis and hold-off thresholds	Yes	
Alarms when thresholds are exceeded and/or recovered	Yes	
Fixed and sliding reference thresholds	Yes	
Waveform and ½ Cycle RMS Voltage & Current profiles with user defined pre- and post. <ul style="list-style-type: none"> <li>Voltage dips/swells/outages</li> <li>Current Threshold exceedance</li> <li>Significant/rapid voltage &amp; current changes</li> <li>Over/Under Frequency event</li> <li>Voltage fast transient event</li> <li>Digital I/O event</li> </ul>	Yes Yes Yes Yes Yes Yes Yes	

Description	Required	Offered
Update event counter <ul style="list-style-type: none"> <li>• Event counter to be accessible via SCADA protocols</li> <li>• Voltage dips/swells/outages</li> <li>• Current Threshold exceedance</li> <li>• Significant/rapid voltage &amp; current changes</li> <li>• Voltage THD threshold exceedance</li> <li>• Voltage unbalance threshold exceedance</li> <li>• Mains signalling</li> <li>• Over/Under Frequency event</li> </ul>	Yes Yes Yes Yes Yes Yes Yes Yes	

Description	Required	Offered
Update event in progress flag <ul style="list-style-type: none"> <li>• Event flag to be accessible via SCADA protocols</li> <li>• Voltage dips/swells/outages</li> <li>• Current Threshold exceedance</li> <li>• Significant/rapid voltage &amp; current changes</li> <li>• Voltage THD threshold exceedance</li> <li>• Voltage unbalance threshold exceedance</li> <li>• Mains signalling</li> <li>• Over/Under Frequency event</li> </ul>	Yes Yes Yes Yes Yes Yes Yes	
Records 15 x block ( $\pm 3$ sec) voltage and current RMS and harmonic data during the event. <ul style="list-style-type: none"> <li>• Voltage THD threshold exceedance</li> <li>• Voltage unbalance threshold exceedance</li> <li>• Mains signalling</li> <li>• Over/Under Frequency event</li> </ul>	Yes Yes Yes Yes	
Operates on signal where the fundamental is filtered out with 40 <sup>th</sup> order filter. <ul style="list-style-type: none"> <li>• Voltage fast transient event</li> </ul>	Yes Yes	

## PRICE SCHEDULE

Item	Description	Unit	Unit Price (excl. VAT)
1.	Multi- function Measurement Device with built-in cellular modem and GPS (over a 3-year period).	each	
2.	Big Data Hosting and Visualisation System Installation & Commissioning (Once Off)	each	
3.	Database Administration Services (Monthly per instrument)	each	
4.	Data Analysis & Reporting (Monthly per instrument)	each	
5.	Rogowski coils (compatible with instrument)	each	
6.	Current clamps (multi ratio)	each	
7.	Split Core Current Transformers (multi ratio)	each	
8.	Instrument leads set (V & I)	each	
9.	Ad Hock Expert Investigations (Professional Engineer rate)	each	
10.	Product & System Training (Per Training Session of 15 delegates)	each	
		TOTAL Excl VAT	
		VAT	
		TOTAL incl VAT	

Tender will be evaluated on **Total Unit price over the 3 years.**

Year 1 rates to be fixed and rates for year 2 and 3 to be indicated but may not exceed CPI:

Year 2 \_\_\_\_\_% Increase

Year 3 \_\_\_\_\_% Increase

## PAST EXPERIENCE

**This schedule is compulsory to complete!**

Bidders must furnish hereunder details of similar works / services, which they have satisfactorily completed in the past. The information shall include a description of the Works / Services, the Contract value and name of Employer.

<b>Employer</b>	<b>Nature of Work</b>	<b>Value of Work</b>	<b>Duration and Completion Date</b>	<b>Employer Contact Number</b>

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Tenderer

**THE TENDER OFFER**

I/We Mr/Mrs/Messrs \_\_\_\_\_ duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the price/s reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 180 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.



I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This form must be completed and signed to be considered provisionally responsive.**

## ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name: **MR BONGANI MANDLA**

Signature: \_\_\_\_\_

Capacity: **DIRECTOR: ELECTROTECHNICAL SERVICES**

Date: \_\_\_\_\_

For the Employer: **GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

**TAX COMPLIANCE INFORMATION**

**PART A**

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 2.]
Signature of Bidder	.....			Date	.....

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 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.
- 1.3 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](http://WWW.SARS.GOV.ZA).
- 1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.
- 1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]

2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 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: .....

**DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative: .....	
3.2	Identity number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
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 (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>
3.8.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: .....	
3.9	Have you been in the service of the state for the past twelve	<b>YES / NO</b>

3.9.1	months? If so, furnish particulars. ..... .....	
3.10  3.10.1	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?  If yes, furnish the following particulars:  Name of person: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....	<b>YES / NO</b>
3.11  3.11.1	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?  If yes, furnish the following particulars:  Name of person: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....	<b>YES / NO</b>
3.12  3.12.1	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?  If yes, furnish the following particulars:  Name of person / director / trustee / shareholder / member:	<b>YES / NO</b>

	<p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
--	--	--

3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	<b>YES / NO</b>
3.13.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	

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?	<b>YES / NO</b>
3.14.1	<p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	

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

**THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:**

Full Name	Identity Number	Individual Tax Number for each	State Employee Number (where
-----------	-----------------	--------------------------------	------------------------------

		<b>Director</b>	<b>applicable)</b>
<b>5.</b>	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be -

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or 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 entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.



## 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

*(Delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price;
- (b) BBBEE; and
- (c) 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
BBBEE	10
SPECIFIC GOALS	10
<b>Total points for PRICE and SPECIFIC GOALS</b>	<b>100</b>

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 regarding 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)}
 \end{array}$$

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 BBEE AND 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:

##### 4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

**Bidder MUST submit a valid BBEE certificate, failure to attach no points will be awarded for BBEE points.**

##### 4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2
Outside the borders of the Western Cape	2	1

**Bidder MUST submit proof of address (e.g., municipal account, rental/lease agreement, or affidavit) not older than three (3) months. Failure to attach proof will result in no points awarded for Specific Goals.**

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.

## 5. BID DECLARATION

Tenderers who claim points in respect of BBEE must complete the following:

### **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1**

5.1. **Contribution to BBEE: ..... = .....(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

### **LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2**

5.2. **Contribution to specific Goals: ..... = .....(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

### **DECLARATION WITH REGARD TO COMPANY/FIRM**

5.3. Name of company/firm.....

5.4. Company registration number: .....

5.5. 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]

5.6. 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 5.1 and 5.2, 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: ..... .....

## SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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 am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

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 R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (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 this 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 commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp

## 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 as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></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><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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"/>
4.5.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....

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

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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 (MBD9) 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:

**TENDER NUMBER: ENG013/2023**  
**SUPPLY, HOSTING, SUPPORT AND MAINTENANCE OF AN ADVANCED POWER QUALITY MONITORING SYSTEM**

\_\_\_\_\_ (Bid Number and Description)

in response to the invitation for the bid made by:

**GEORGE MUNICIPALITY**

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> 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.

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

<b>Tender Number: ENG 013/2023</b>
<b>Name of the Bidder:</b> _____

**DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,  
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2023

**PLEASE NOTE:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

# GEORGE MUNICIPALITY PROCUREMENT

## GENERAL CONDITIONS OF CONTRACT

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## **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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "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 supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 3. General:

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## 4. Standards:

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

## 5. Use of contract documents and information inspection:

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the 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 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 provider'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 provider 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 or municipal entity, the intellectual, copy and patent rights or ownership of 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 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 provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses:
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or



not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 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 23 of GCC.

9. Packing:

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

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents:

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

11. Insurance:

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation:

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

13. Incidental services:

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.
14. Spare parts:
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty:
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment:
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
17. Prices:
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the 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. Variation orders:
- 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 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 these 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 supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to

cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

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

23. Termination for default:

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the

Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Counter-Vailing duties and rights:

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency:

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of disputes:

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,  
(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 to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language:
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law:
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
31. Notices:
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties:
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33. Transfer of contracts:
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
34. Amendment of contracts:
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are 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.