



RUSTENBURG LOCAL MUNICIPALITY

QU/DTIS/0109/2019/20- SUPPLY AND DELIVERY OF ENERGY METERS

PARTICULARS OF THE BIDDER		
NAME OF THE BIDDING OR TENDERING COMPANY		
POSTAL ADDRESS		
	POSTAL CODE	
STREET ADDRESS (PHYICAL ADDRESS)		
	POSTAL CODE	
E-MAIL ADDRESS		
TELEPHONE NUMBER (TELKOM LINE)		
FACSIMILE NUMBER		
CELLPHONE NUMBER		
ALTERNATE CELLPHONE NO.		
CENTRAL SUPPLIER DATABASE NUMBER (CSD NO) Please attach proof		



RUSTENBURG LOCAL MUNICIPALITY

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NB! THE BID DOCUMENTS SHOULD BE RETURNED PACKAGED IN THE MANNER IN WHICH THEY APPEAR IN THE TABLE OF CONTENTS FOR EASE OF REFERENCE



RUSTENBURG LOCAL MUNICIPALITY

QU/DTIS/0109/2019/20- SUPPLY AND DELIVERY OF ENERGY METERS

NOTICE TO BIDDERS
PLEASE TAKE NOTE OF THE FOLLOWING

CENTRAL SUPPLIER DATABASE REGISTRATION

- ✓ Bidders must be registered on CSD and provide their registration number on the tender/ quotation document
- ✓ For a bidder to be considered, their status must reflect "tax compliance" on the date of tender/ quotation closure.

COMPLETION OF THE DOCUMENT

**PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO
COMPLETE DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS
INSTRUCTED**

- ✓ The tender documents must be completed in full i.e. MBD 4, MBD 5, MBD 6.1, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.
- ✓ ***NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL
INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION***
 - AUTHORITY OF SIGNATORY –complete and sign the form
 - MBD 4 -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
In a case of Joint Venture or multi- directors, full details of all Directors must be provided on the table on MBD 4.
 - MBD 6.1 – must be fully completed.
 - MBD 8 - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting
 - MBD 9 - must be fully completed and signed

- SECTION 38 - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully completed and signed, including signatures of witnesses.
- Note that should you answer "NO" to any of the declaration questions on section 38 form, then supporting documents MUST be attached

THE FOLLOWING MANDATORY DOCUMENTS MUST BE SUBMITTED TOGETHER WITH THE BID DOCUMENT

- ✓ Original Receipt of tender purchase
- ✓ Valid Tax Clearance Certificate
- ❖ **FOR THE FOLLOWING CERTIFIED DOCUMENTS (AND AFFIDAVITS WHERE APPLICABLE) BIDDERS ARE REQUESTED NOT TO SUBMIT COPIES OF CERTIFIED COPIES**
- ✓ Certified copy of CK document (proof that the company is registered with CIPRO/ CIPC)
- ✓ Visible, valid and recently certified **(not older than (3) three months on the date of tender closure)** ID Copies of each director
- ✓ A valid and certified (not older than (3) three months on the date of tender closure) BBBEE Certificate for the company

MUNICIPAL RATES AND TAXES STATEMENTS

- ✓ Current municipal rates and taxes statement for each directors' address must be attached; or
 - Valid lease agreement of the director/s (showing lease period)
 - An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land
 - If the rates and taxes account are not in the names of the director/s the attached municipal rates and taxes statement must be accompanied by the following:
 - An original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property
- ✓ Current municipal rates and taxes statement for the company's' address must be attached; or

- Valid lease agreement of the company (showing lease period)
- An original letter from tribal authority not older than three (3) months if the company is operating from a tribal land
- If the rates and taxes account are not in the names of the company, the attached municipal rates and taxes statement must be accompanied by the following:
- An original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property

NB!!

- ✓ FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ Required CIDB Grading Certificate where applicable
- ✓ Signatory resolution – Please attach a copy of Signatory resolution where instructed
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached

VERIFICATION OF RELEVANT DOCUMENTS

- ✓ Tax Clearance, BBBEE and the will be verified with the relevant institutions.

ADDITIONAL INFORMATION

- ✓ All sealed documents must be submitted at the tender box before the closing date and time, clearly specifying the tender number and description thereof
- ✓ A valid and certified (not older than (3) three months on the date of tender closure) BBBEE Certificate for the company. **Failure to submit an authentic BBBEE Certificate will result in no points awarded**

NB! FAILURE TO ADHERE TO ANY OF THE ABOVE-MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION



RUSTENBURG LOCAL MUNICIPALITY

QU/DTIS/0109/2019/20- SUPPLY AND DELIVERY OF ENERGY METERS

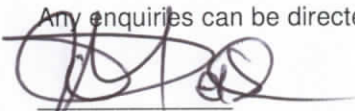
12 FEBRUARY 2020

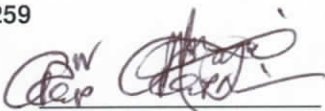
The quotation together with the completed forms must be submitted in a sealed quotation documents marked QU/DTIS/0109/2019/20- SUPPLY AND DELIVERY OF ENERGY METERS and be placed in a bid box situated in the foyer of the Municipal Offices, Missionary Mpheni House, c/o Beyers Naude and Nelson Mandela Drive, Rustenburg Local Municipality 0300, **not later than 24 FEBRUARY 2020 at 10H00**, where after the prices will be read out loud in public and Compliance Checklist (Returnables) done at the same time.

The following conditions will apply:

- Price (s) quoted must be valid for at least ninety (90) days from date of your offer.
- Price (s) quoted must be firm and must be inclusive of VAT.
- **This quotation will be according to the PPPFA (2017) and for this purpose forms MBD 1, MBD 2, MBD 3, MBD 4, MBD 6.1, MBD 8, MBD 9 and Section 38 (Declaration Form) must be scrutinized, completed and submitted together with your quotation. Schedules/Forms not duly completed will result in a quotation not being considered.**
- All quotations will be evaluated in accordance with the 80/20-point system.
- No quotation will be considered from a person who is employed by the state.
- No quotation will be considered without a valid tax clearance certificate. Failure to do so will invalidate the quote submitted.
- All documents must be completed in full and be submitted with the official quotation.
- An updated record of rates, taxes and services to the relevant municipality of all directors and businesses must be attached. Failure to do so will invalidate the quote submitted.
- CK documents must be submitted. Failure to do so will invalidate the quotation submitted.
- Certified copy of Identity Document of members/ owners/ shareholders/ trustees/ partners must be submitted, failure to do so will invalidate the quotation.
- **Bidders are required to submit original and valid BBBEE Status Level Verification Certificates or Certified copies thereof together with their quotation document to substantiate their BBBEE rating claims**
- **Failure to submit the original or certified copy of the BBBEE Status Level Verification Certificates will lead to non-allocation of BBBEE Points**

Any enquiries can be directed to **Mr J Kgatle** on (014) 590 3259


Mr. O J Masilo
Director DTIS


Mr M Rapolai
Acting Unit Manager: SCM

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
QUOTATION NUMBER:	QU/DTIS/0109/2019/20	CLOSING DATE:	24 February 2020	CLOSING TIME:	10H00
DESCRIPTION	SUPPLY AND DELIVERY OF ENERGY METERS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX					
SITUATED AT (STREET ADDRESS)					

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....



RUSTENBURG LOCAL MUNICIPALITY

PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

Dated July 2010 as set out by the National Treasury: Republic of South Africa
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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 anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship

(except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

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

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

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices Quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under 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 delivery and/or performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current

• prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

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

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage 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 **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

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

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate

the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



RUSTENBURG LOCAL MUNICIPALITY

QU/DTIS/0000/2019/20- SUPPLY AND DELIVERY OF ENERGY METERS

SPECIFICATIONS /TERMS OF REFERENCE



RUSTENBURG LOCAL MUNICIPALITY

QU/DTIS/0109/2019/20- SUPPLY AND DELIVERY OF ENERGY METERS

RUSTENBURG LOCAL MUNICIPALITY

DIRECTORATE: TECHNICAL AND INFRASTRUCTURAL SERVICES

UNIT: ELECTRICAL ENGINEERING SERVICES

STANDARD TECHNICAL SPECIFICATION : LV-015/1

ELECTROMAGNETIC ENERGY METERS

1. SCOPE

This specification covers the requirements for the supply and delivery of the following meters:

Single phase kWh Electro - Mechanical 20/80 A; type E200J11B or equivalent

r Polyphase kWh Electro - Mechanical 40-100 A; type E1000GPM equivalent.

Polyphase kWh Electro - Mechanical 5 A; type T452H or equivalent.

2. GENERAL INFORMATION

2.1 System particulars :

Normal operating voltage	:	400/230/110 Volt
Frequency	:	50 Hz
Number of phases	:	3
Neutral earthing	:	Solid

2.2 Service conditions :

Maximum temperature	:	40° C
Altitude	:	1200 m above sea level
Lightning conditions	:	Severe

3. STANDARDS

All meters manufactured and supplied must confirm to SANS, BS and IEC specifications.

4. METER CASES

The case shall comprise of a black phenolic moulded base incorporating the terminal block and cover, and a transparent polycarbonate meter cover (single phase) or glazed meter cover (polyphase).

The meter cover shall be secured to the base by captive screws and a cord gasket to ensure a dust-tight seal. The standard terminal cover shall fit flush with the terminal block.

Meter terminals shall be fitted from inside the meter into cavities in the terminal block with moulded barriers between the terminals to provide adequate anti-creep surfaces. The brass terminals shall have 8 mm cable holes.

5. FRAME AND ELECTROMAGNET (SINGLE PHASE)

All machined surfaces on the die-cast silicon aluminium alloy frame shall be processed on an automatic transfer machine to ensure a high standard of dimensional accuracy.

Voltage and current lamination packs shall be securely riveted to the die-cast frame to form the iron circuit of a highly stable electromagnet.

Electro-painting shall provide protection against corrosion of the frame and laminations. Paint penetration between laminations shall form a permanent bond after curing.

Low load and inductive load calibration adjusters shall be attached to the metering element and frame.

6. METER COILS

The voltage and current coils shall be totally encapsulated in polypropylene except for 100 A current coils which shall be epoxy resin coated.

Both methods of insulation shall be non-hygroscopic and maintain indefinitely insulation levels in excess of 10 kV impulse value to protect the meter against high voltage surges.

The voltage coil shall be machine wound using a polyurethane coated wire. The current coil shall be wound from large section copper strips to minimize losses and withstand continuous overloads.

The voltage coil shall be connected to the supply either at a fixed connection under the main meter cover or alternatively by means of a swing link connection which shall be situated at the terminal block or beneath the main meter cover.

7. BEARINGS

The weight of the bearing shall be supported by a symmetrical magnetic field, set up between fixed and moving high coercively permanent magnets, supports the rotor, leaving only small transverse forces to be contained by fixed pin and guide bearings, at each end of the rotor shaft. Guide pins shall be of polished stainless steel and shall run in guides which are precision moulded from specially selected low friction material.

Temperature compensation over a range of -20°C to $+60^{\circ}\text{C}$ maintains constant field strength and avoids variation in disc height.

8. ROTOR SYSTEM

The rotor disc shall be a light yet rigid stamping which is die-cast or moulded to an aluminium alloy shaft. For stroboscopic calibration, 400 serrations shall be cut in the edge of the disc. For checking (against a standard) 100 equal divisions shall be marked in black around the periphery.

Two anti-creep holes in the disc shall prevent rotation on voltage alone. The register shall be driven by a highly polished worm cut in the rotor shaft.

9. BRAKE MAGNETS

A bi-polar brake magnet unit shall be shrouded in a die-cast aluminium alloy housing and shall be highly resistant to demagnetizing fields and to the effect of heavy current surges. Two Alcomax bar magnets shall be mounted to produce a uniform field which is symmetrical about the centre line of the disc gap.

Temperature compensation shall be provided by a temperature sensitive nickel alloy shunt across the pole pieces. A variable magnetic shunt in the form of a self-locking adjuster screw shall provide fine calibration adjustment.

10. REGISTERS

Only newly manufactured meters will be accepted. Reconditioned or re-calibrated meters are unacceptable to the Rustenburg Local Municipality.

15 SAMPLES

If the product offered has not yet been tested and accepted by the Rustenburg Local Municipality, the bidder shall submit a sample to the RLM for evaluation prior to the closing date of the bid, otherwise the bid will be evaluated as if no sample was submitted and the product/project will be rejected, except for brands already approved by the Unit: electrical Engineering Services.

(See clause 16 of COMPILING OF BID DOCUMENT)

16 MAINTENANCE MANUAL

A maintenance manual or guideline, if available, must be submitted to ensure sound maintenance on products.

17 SUPPLIERS

If a bidder is a supplier and not the actual manufacturer and will be sourcing the product from another company, he must submit a letter from the other company/supplier and must submit proof that after sale service will be rendered.

END OF SPECIFICATION

RUSTENBURG LOCAL MUNICIPALITY

DIRECTORATE: TECHNICAL AND INFRASTRUCTURAL SERVICES

UNIT: ELECTRICAL ENGINEERING SERVICES

STANDARD TECHNICAL SPECIFICATION: LV-023/1

ALTERNATIVE SINGLE AND POLYPHASE ELECTRONIC ENERGY METERS

1. SCOPE

This specification covers the requirements for the supply and delivery of the following meters:

Single phase kWh Electronic 20-100 A;
Three phase kWh Electronic 40-100 A;
Three phase kWh Electronic 5 A;

2. GENERAL INFORMATION

2.1 System particulars :

Normal operating voltage	:	400/230 Volt
Frequency	:	50 Hz
Number of phases	:	3
Neutral earthing	:	Solid

2.2 Service conditions :

Maximum temperature	:	40° C
Altitude	:	1200 m above sea level
Lightning conditions	:	Severe

3. CASING

The meter shall be at least IP 53 in accordance with IEC 60529:1989

4. DISPLAY

The display of the meter shall preferably be a mechanical step register on electric as well as electro-mechanical meters.

5. ACCURACY OF METERS

Accuracy of the meters shall be Class 1.

6. **CERTIFICATES**

Bidders **must** submit SANS, BS and IEC certificates of their test facilities and meters.

7. **GENERAL**

Only newly manufactured meters will be accepted. Reconditioned or re-calibrated meters are unacceptable to the Rustenburg Local Municipality.

8. **SAMPLES**

If the product offered has not yet been tested and accepted by the Rustenburg Local Municipality, the bidder shall submit a sample to the RLM for evaluation prior to the closing date of the bid, otherwise the bid will be evaluated as if no sample was submitted and the product/project will be rejected, except for brands already approved by the Unit: electrical Engineering Services.

9. **MAINTENANCE MANUAL**

A maintenance manual or guideline, if available, must be submitted to ensure sound maintenance on products.

END OF SPECIFICATION

RUSTENBURG LOCAL MUNICIPALITY

DIRECTORATE: TECHNICAL AND INFRASTRUCTURAL SERVICES

UNIT: ELECTRICAL ENGINEERING SERVICES

STANDARD TECHNICAL SPECIFICATION: LV-023/1

PROGRAMMABLE ENERGY METERS

1 Scope

This specification defines the requirements for all programmable energy meters such as the Enermax and Elster meters. Since some part of the metering equipment is programmable, configuration software is required. This document therefore describes the requirements for the hardware, the software, support for the equipment, and training required for the correct use of the metering equipment.

2 Purpose

The programmable energy meters described in this specification allow standardization on a single device type for multiple applications. The meter must be able to implement all tariff structures, which may be applicable to the electricity supply utility. It should include at least active, reactive and apparent power / energy measurement, demand measurement for active and apparent power and time of use tariffs. The same meter should also be applicable to different installation configurations.

3 Definitions

Active energy: The integral of active power with respect to time. For the purposes of this document, the unit of measurement will be the kWh.

Billing month: The time period over which the energy registers are accumulated before they are used to generate a bill. The billing month does not necessarily correspond to a calendar month.

Demand: The average kW or kVA measured during an integration period.

Electronic interface: A medium for communication, used between electronic meters and the meter software. In the case of optical interfaces, this will be defined by IEC61107.

Integrating period: A time period in minutes over which the energy readings are summed and demands are averaged for Maximum Demand calculations.

kVA (Demand): $\sqrt{\text{kW}^2 + \text{kvar}^2}$

Maximum demand: Highest demand (kW or kVA) measured over a selected time period, for example, one billing period.

Metering information: The origin of metering information is the metering point or the point of supply.

All information related to metering equipment will be referred to as metering information. The term

“information” is used to include data (unprocessed information), processed and stored information.

This includes the following:

- **Configuration data:** This relates directly to the metering device itself. It uniquely describes the processing inherent in the device, which converts secondary electrical quantities (voltage and current) into the required measurand.
- **Status data:** This data relates to the condition of the metering device and the validity of the metering information that originates from it.
- **Metering data:** This refers to the measurands of energy and demand values, (active, reactive and apparent), and the instantaneous values which may be available from the meter.

Non-volatile memory: A medium for storage of information that retains the information in the event of loss of power.

Reactive energy: The integral of reactive power with respect to time. For the purpose of this document, reactive energy is the energy measured in kvarh.

Real time clock: A device that maintains, to an acceptable level of accuracy, information describing the date and time of day. This information is maintained irrespective of whether power is supplied to the meters.

Register: This term was derived from the visible dial on the faceplate of the electro-mechanical meters, where the register provided an indication of the energy usage. In electronic meters, this term refers to the non-volatile memory locations within the metering device where similar energy usage information is stored.

4 References

The following documents must be read in conjunction with this specification. In case of conflict, this document will take precedence.

Nothing in this specification will lessen the requirements, which may be detailed in any other documents listed below.

IEC60687	Alternating current static watt-hour meters for active energy (class 0.2S and 0.5S)
IEC 61036	Alternating current static watt-hour meters for active energy (class 1 and 2)
IEC61107	Data exchange for meter reading, Tariff and load control. Direct local data exchange

All relevant IEC and BS specifications for metering equipment.

In all matters on which this specification is silent, a ruling must be sought from the electricity supply utility and such a ruling will then form part of this specification.

5 Conditions of use

As described in section 2, the programmability of the device allows operation for multiple applications. The meter manufacturer can therefore accept that these devices will be used in all possible metering applications.

The environmental conditions in which the device must operate are described in IEC 61036 and IEC 60687.

6 Requirements

Unless otherwise specified, the following requirements apply to the meters in all applications.

6.1 Mechanical Requirements

6.1.1 General Mechanical Requirements

All requirements according to IEC 61036 plus the following requirements.

1. The meter must have adequate mechanical strength and must withstand the elevated temperature, which is likely to occur under normal working conditions.
2. The components of the meter must be reliably fastened and secured against loosening during normal operating conditions as well as during transportation and commissioning.
3. The construction of the meter must be such as to minimise the risks of short-circuiting of the insulation between live parts and accessible conducting parts due to accidental loosening or unscrewing of wiring or components.
4. The meter must withstand solar radiation without impairing its function. The appearance of the equipment, and in particular the legibility of the markings, may not be altered by prolonged solar radiation.

6.1.2 Case

All requirements according to IEC 61036 plus the following.

1. To facilitate installation and existing meter replacement, the meter shall preferably not exceed the following measurements:
Height – 280mm
Width – 175mm
Depth – 85mm
2. For the sealing of the meters see section 10.
3. The case must be reasonably dust proof.
The case must be constructed from a flame retarding material.

6.1.3 Terminals

All requirements according to IEC 61036 plus the following.

1. All wiring to and from the meter must be via the terminal block.
2. Terminal blocks must be positioned at the base of the meter.

3. There must be two securing screws per terminal for the fastening of voltage and current inputs. Only one securing screw is necessary for the fastening of the auxiliary inputs into the terminals.
4. The securing screws must be of non-ferrous metal.
5. The terminals, the conductor fixing screws, or the external or internal conductors may not be liable to come into contact with metal terminal covers.
6. Terminal identification must be provided to accepted standards.

6.1.4 Terminal Covers

All requirements according to IEC 61036 plus the following.

1. The terminal cover must enclose the actual terminals, the conductor fixing screws, and a suitable length of the external conductors and their insulation.
1. For sealing of the terminal cover see section 8.
2. When the meter is installed, no access to the terminals may be possible without breaking a mechanical seal on this cover.

6.1.5 Connection Diagrams and Terminal Markings

All requirements according to IEC 61036 plus the following.

1. The terminal connection diagram must be placed inside the terminal block cover.

6.2 Electrical Requirements

6.2.1 General Electrical Requirements

1. Under normal operating conditions, windings, insulation and other components may not reach a temperature, which might adversely affect the operation or expected life of the meter.
2. Any batteries used must have a minimum backup capacity of ten years under normal operating conditions in the absence of external power.
3. The following parameters must be stored in non-volatile memory:
 - all registers containing metering data
 - all configuration parameters
 - the real time clock

6.2.2 Supply inputs

1. The standard reference frequency is 50Hz.
2. It must be possible for the same meter to be used on 63.6V four wire, 110V three wire and 230V four wire installations.
3. The meter must operate correctly, not necessarily accurately, with a maximum current input of at least double the standard basic current for current transformer connected meters and five times the standard basic current for whole current meters.
4. The supply frequency is 50Hz $\pm$ 5%.

6.2.3 Accuracy Class and Direction of Power Flow

1. Active energy must be metered to an accuracy of Class 1.
2. Reactive energy must be metered to an accuracy of Class 2.
3. The meters must be capable of measuring and storing the following parameters in separate registers:

bi-directional energy specified for:

- import or export active energy and
- leading or lagging reactive energy

6.2.4 Pulse Outputs

1. The meter must provide four on board, potential free output pulse contacts for use as described below.
2. The pulse contacts must be normally open contacts. One side of the contacts may be commoned.
3. The energy pulse outputs must have a nominal duration of $80\text{ms} \pm 10\text{ms}$ but should preferably be user configurable where the need arises.
4. It must be possible to configure the output contacts for indication of the following parameters, which can be used for alarms and indicators:
 - phase fail alarm
 - power fail alarm
 - active rate registers for automated demand side load control
 - demand threshold alarms for demand side load control

All contacts must be bounce free.

6.3 Functional Requirements

6.3.1 System description

With the wide range of metering applications available, where the meters as specified in this specification are to be used, the same look and feel of meter must be available for applications with whole current and current / voltage transformer connection, as well as different accuracy classes. For this tender, the same look and feel, and software should be applicable for:

- Class 1.0 whole current meters
- Class 1.0 CT connected LV meters
- Class 1.0 CT connected HV meters
- Class 0.5 CT connected LV meters and
- Class 0.5 CT connected HV meters

Meters, which are installed now, will very likely be used in remote metering applications in the future. To minimise capital requirements in the short term and maximise functionality in the long term, all meters supplied must be upgradeable in terms of communication functionality. It must be possible to upgrade the metering equipment in the field, without losing calibration integrity. It must also be possible to connect a number of meters together on the same modem, where these meters are sufficiently close together.

The meters should have sufficient space under the meter terminal cover to allow the fitting of either a landline modem or GSM modem for remote data retrieval.

Other upgradeable options for metering data access must also be indicated in the tender.

6.3.2 Real Time Clock

For the correct functioning of the metering device for complicated tariff structures, a real time clock is required for the correct energy values to be added cumulatively, or to be stored separately. This section describes the requirements of this clock.

1. The metering system must have a real time clock that will not drift by more than 0.5 seconds per day at 23°C . This clock may be synchronised to line frequency or a crystal oscillator circuit.

2. A facility must exist to synchronise the clock via an external source. When the time on the meter is being corrected it must be possible to correct this time without resetting any other parameters in the meter.
3. During any loss of supply, the time of the clock must be maintained by, for example a crystal oscillator circuit and a back-up battery.
4. This clock maintenance must be possible for at least 10 years without power as described in paragraph 6.2.1

6.3.3. Calibration Facilities

The meters, which are supplied for the metering system being described in this document, will be solid-state devices, which most likely do not have facilities for accuracy adjustment by the electricity supply authority. These meters must however have facilities for the accuracy verification by the test staff at the electricity supply authority. The check calibration facilities are described in this section.

1. One flashing visible red light emitting diode (LED) must be provided on the face-plate of the meter per measured energy quantity for calibration purposes, i.e., one for active energy and one for reactive energy.
2. The pulse rate of the LED's must be indicated on the faceplate of the device.

6.3.4 Local Display

The meters described in this specification will be read manually on site, in the short term. For this to take place, a display will be required at the meter, which will display all relevant information for the billing system to produce the correct bills for the customers being metered.

1. The meter must have a local display capable of displaying the following:
 - Total active and reactive energy.
 - Current time and date.
 - An indication that the meter is functioning.
 - Instantaneous parameters such as voltage, current, active, reactive and apparent power, power factor, phase angle and frequency
 - The number of times the meter has been reset and the last time of reset
 - The number of times the meter has been programmed and last time of program
2. The principal unit for the measured values is the kWh in the case of active energy metering and kvarh in the case of reactive energy metering.
3. In the case of multiple values presented by a single display, it must be possible to display the contents of all relevant registers in a user-defined sequence.
4. It should also be possible to allow the different types of users access to different types of information off the display; e.g., the meter reader only has access to the information required for billing, but the other information such as instantaneous parameters are available to a technician trying to identify a problem.
5. The display must comply with the following requirements:
 - The display must have anti-glare and non-blinking properties. Filters must have a non-reflective finish.
 - The display intensity must not be sensitive to variations in auxiliary supply voltage and frequency, for variations of $\pm 20\%$ for the voltage, and $\pm 5\%$ for the frequency.
 - The energy register must have eight (8) digits and the position of the decimal point and the units of measure must be adjustable.

6.3.5 Interface

Since the devices being described in this specification, are configurable by the user, an interface must exist between the meter and some configuration device, such as a PC. This interface must comply with international standards.

The optical interface between the meter and any programming device, whether a personal computer or a hand held unit, must be by means of the specification as defined in IEC61107. Any optical interface probe supplied with the meters, must also comply with this specification.

6.3.6 Maximum demand reset

A maximum demand register, which contains the maximum demand information, over a billing month period, must be available in the meter. A demand reset switch is required as part of the metering device. The requirements of this reset switch are described below.

1. The facility must exist to manually or automatically reset the maximum demand registers at the end of the billing month.
2. It should also be possible to reset the meter via the optical port or remotely via a modem with a password.
3. The manual reset mechanism must be sealable with a mechanical seal (lead seal or similar). An electronic seal such as password protection mechanism is not acceptable. A key reset mechanism is also not acceptable.
4. The meter must record the date and time of the last twelve (12) resets with the cause of these resets, as well as the information (energy and demand registers) at these times. It should also be possible to display this information on the meter display in a fashion described in paragraph 6.3.4 item 4.

7 Software

The meters must be supplied with configuration software. This configuration software must be able to configure all parameter in the meter, applicable to the electricity supply authority, and it must also be able to read all information described in section 3, and present this information to the user.

NB: All meter software shall communicate with the latest version of the P-Max program

7.1 General Software Requirements

1. All software supplied with the system must be documented comprehensively, with all the features and functions discussed, including a set of examples as to how the meters can be configured for different tariff structures and applications. Included in the documentation must be a list of possible problems and how to overcome them.
2. The software will be provided free of charge.
3. Software should be kept as simple as possible and designed specifically such that personnel who are not computer literate can reliably operate it with the minimum of training.
4. All software must be menu driven.
5. It must be possible to make backups of the configuration information and of the metering values from the meters. It must be possible to store these backup files on a removable diskette or tape system and to make use of them any other computer.
6. A list of acceptably compatible computers must be provided for any software package offered.
7. Future revisions of software must be supplied in terms of this contract.
8. All communications software must implement the protocol according to the IEC61107 specification.

8 Facilities for Sealing the Meter

Provision must be made for sealing the meters in three positions as follows:

1. Meter cover – This seals the calibration integrity of the meter

2. Terminal cover – This seals the current and voltage wiring to the meter
3. Maximum demand reset button – This prevents unauthorised resetting of the maximum demand.

9 Documentation

9.1 Drawings

1. All metering equipment must be accompanied by drawings as listed below:
 - Outline and mounting details of each item.
 - Electrical termination and cabling details. Note that it is required that these diagrams also be present on the metering device, under the terminal cover.
2. Details regarding the algorithms used in calculating active and reactive power, energy components and demand must be supplied with each tender. This information will be treated as confidential by the electricity supply authority.

9.2 Manuals

1. All metering equipment must be supplied with instruction manuals which must be detailed enough to enable the electricity supply authority staff to install, maintain, test, configure and use each item of equipment.
2. Drawings not supplied under section 9.1 but required to test, configure, maintain or use the equipment must be contained in the instruction manuals.

10 Training

Training must be provided free of charge, by the supplier of the metering equipment, at a venue provided by the electricity supply authority. A comprehensive schedule of the training which will be provided, must be submitted with the tender documents. This training must cover at least the following:

1. the installation procedure of the meters
2. the operation of the meters
3. the installation and operation of the meter software,
4. typical application of the software in the programming of the meters for use in the specific electricity supply authority.

Whole current, CT connected or CT/VT connected

Comprehensive tariff structure

Fully programmable 2 line dot matrix display

Instantaneous instrumentation values on display or in software

Four output relays on board

Plug in modules for extended functionality

Modules for communications

RS232 allows multidropping of about 8 meters close together

RS485 allows multidropping of 32 meters over 1km

Modules for pulsing

Module for four additional output pulses

Module for four input pulses

Communication via optical port or serial port

Remote communication via undercover landline modem or GSM modem powered from meter

450 days load profile storage for single channel at 30 minutes

Internal battery backed real time clock for 10 years power failure

Same meter for 63.5V 4W, 110V 3 wire or 230V 4 wire

Accuracy of 0.2, 0.5 or 1.0 available

Full four quadrant meter stores each measured parameter in separate register

Customer defined registers allow adding of any measured parameters

Tariff structure

- 16 time of use registers

- 8 MD registers

- 12 seasons

- 24 season changeover dates

- 96 switching times

- 64 public holidays

Programmable deferred tariffs

Sealed flip up lid conceals MD reset button

MD Reset available through

- Reset button

- Automatically on defined dates

- During communication locally or remotely

- Through input pulse with input pulse module

Land line modems allow CLI functions and call answer window

- CLI function allows only specified numbers to call meter

- Call window allows meter to only answer during defined times

Obtaining installation information as it happens

Installation of SMS GSM modem

When voltage drops, customer is notified via SMS to cell phone or email or pager message.

When power factor drops below preset value for preset time, customer is notified via SMS to cell phone or email or pager message.

When demand exceeds preset value for preset time, customer is notified via SMS to cell phone or email or pager message.

Meter data can also be transmitted of a regular basis.

No need to dial into meter for meter reading

Near real time information available

New Developments (Available by mid September 2003)

Reading meter through Internet with Internet Explorer / Netscape

Customer can log onto meter via Internet Explorer / Netscape to read meter where no LAN/WAN exists

Customer is requested in WEB page to enter meter cell phone number and virtual LAN/WAN is created.

No need for ABB proprietary software

No upgrade required on meter to allow this feature

Installation of Etherpad with Script facility

11. CERTIFICATES

Tenderers **must** submit SABS, BS and IEC certificates of their test facilities and meters.

12. GENERAL

Only newly manufactured meters will be accepted. Reconditioned or re-calibrated meters are unacceptable to the Rustenburg Local Municipality.

13. SAMPLES

If the product offered has not yet been tested and accepted by the Rustenburg Local Municipality, the bidder shall submit a sample to the RLM for evaluation prior to the closing date of the bid, otherwise the bid will be evaluated as if no sample was submitted and the product/project will be rejected, except for brands already approved by the Unit: electrical Engineering Services.

The bidder **shall** for this type of meter supply a sample to the Head: Electrical Engineering Services for testing and or approval/disapproval prior to the closing date of the bid.

NOTE! THE METER MUST BE SUBMITTED COMPLETE WITH THE GUIDELINES AND INSTALLATION OF SOFTWARE ON THE RLM COMPUTER FOR TESTING AND EVALUATION PURPOSES. FAILURE TO DO SO WILL INVALID THE BID FOR THIS PRODUCT.

16 MAINTENANCE MANUAL

A maintenance manual or guideline, if available, must be submitted to ensure sound maintenance on products.

END OF SPECIFICATION



RUSTENBURG LOCAL MUNICIPALITY

QU/DTIS/0109/2019/20- SUPPLY AND DELIVERY OF ENERGY METERS

MBD 2: APPLICATION FOR TAX CLEARANCE CERTIFICATE

NB! A VALID AND CURRENT TAX CLEARANCE CERTIFICATE SHOULD BE ATTACHED TO THE BID DOCUMENT AS PART OF RETURNABLE DOCUMENTS

QU/ DTIS/0109/2019/20

ENERGY METERS

ITEM NO	DESCRIPTION AS SPECIFIED	PRICE PER UNIT FOR RUSTENBURG		0.15 VAT	BID PRICE (VAT INCLUDED)	DELIVERY IN RUSTENBURG (PERIOD IN) (WEEKS)
		UNIT	PRICE			
			EXCL VAT			
ENERGY METERS - (SAMPLES AND SPECIFICATIONS IS COMPULSORY TO BE SUBMITTED)						
	PROGRAMMABLE T.O U. METERS FOR MV INSTALLATIONS - AMR COMPATIBLE					
1	240V 1A/5A - 3 PHASE 4 WIRE kWh/kW (T.O.U.) WITH MODEM PORT	20				
2	110V 1A/5A - 3 PHASE 4 WIRE kWh/kW (T.O.U.) WITH MODEM PORT	6				
3	MODEM	20				
4	OPTICAL PORT	1				
5	SOFTWARE PACKAGE: PROTOCOL TO COMMUNICATE TO EXISTING SERVER	1				
PROGRAMMABLE T.O.U. METERS FOR LV INSTALLATIONS WITH MODEM AND COMMS PORT						
6	240V 1A/5A - 3 PHASE 4 WIRE kWh/Kw (T.O.U.) WITH MODEM PORT	20				
7	MODEM	20				
8	OPTICAL PORT	1				
9	SOFTWARE PACKAGE: PROTOCOL TO COMMUNICATE TO EXISTING SERVER	1				



RUSTENBURG LOCAL MUNICIPALITY

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 service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):
.....
 - 3.4 Company Registration Number:
.....

3.5 Tax Reference Number:

.....

3.6 VAT Registration

Number:.....

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

3.8 Are you presently in the service of the state?

YES / NO

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or

constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.10.1 If yes, furnish
particulars.....

.....

- 3.11 Are you, aware of any relationship (family, friend, other)
between any other bidder and any persons in the service of the
state who
may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish
particulars.....

- 3.12 Are any of the company's directors, trustees, managers,
principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish
particulars.....

.....

- 3.13 Are any spouse, child or parent of the company's directors
trustees, managers, principle shareholders or stakeholders
in service of the state?

YES / NO

3.13.1 If yes, furnish
particulars.....

.....

- 3.14 Do you or any of the directors, trustees, managers,
principle shareholders, or stakeholders of this
company have any interest in any other related
companies or
business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish
particulars.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price QUotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;

- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		

OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number.....

8.3 Company registration number.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....
.....



RUSTENBURG LOCAL MUNICIPALITY

To be completed by the Bidder/Tenderer

MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars: 		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
 TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A
 CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS
 DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

SECTION 38: DECLARATION FORM

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.

I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE YES. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS NO.

Note that the Municipality's Procurement Section will verify the statement I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector		
2.	In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document		
3.	In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state		
4.	In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years		
5.	In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004)		

.....
SIGNATURE OF BIDDER

.....2020.
DATE

.....
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS

COMPANY NAME:

.....

.....

PHYSICAL ADDRESS:

.....

.....

TELEPHONE NUMBER:

.....

FACSIMILE NUMBER:

.....

AS WITNESSES

WITNESS 1:

WITNESS 2:



RUSTENBURG LOCAL MUNICIPALITY

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A
CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

- 
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.



RUSTENBURG LOCAL MUNICIPALITY

(To be completed by the Bidder)

SIGNATORY AUTHORISATION

I/We the undersigned, am/are authorized to enter into this contract on behalf of

(Name of Firm)

By virtue of resolution taken at a meeting held on theday of (month)

.....2020 resolved to authorise

..... hold of

ID numberto sign all the documents on behalf of the company.

Print name of authorised representative:.....

Signature:.....

NAME AND SURNAME OF THE DIRECTORS	SIGNATURE

PLEASE NOTE: FAILURE TO COMPLETE ALL BLANK SPACES ON THIS FORM OR ATTEND TO OTHER DETAILS MENTIONED THEREIN WILL RENDER THE BID/TENDER LIABLE TO REJECTION.