



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

EEBU 05-2025.26

TENDER DESCRIPTION:	THE TENDER FOR THE SUPPLY, DELIVERY, OFFLOADING, INSTALLATION AND COMMISSIONING OF BATTERY CHARGERS AND BATTERIES, ALL COMPLETE WITH MILD STEEL ENCLOSURES IN CITY OF TSHWANE SUBSTATIONS AS AND WHEN REQUIRED OVER A 3-YEAR PERIOD.
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE

07 November 2025

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

ENERGY AND ELECTRICITY BUSINESS UNIT (EEBU)

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
EEBU 05-2025.26	THE TENDER FOR THE SUPPLY, DELIVERY, OFFLOADING, INSTALLATION AND COMMISSIONING OF BATTERY CHARGERS AND BATTERIES, ALL COMPLETE WITH MILD STEEL ENCLOSURES IN CITY OF TSHWANE SUBSTATIONS AS AND WHEN REQUIRED OVER A 3-YEAR PERIOD.	Energy and Electricity Business Unit	Corrie Lemmer	N/A	07 November 2025 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal.

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive together with the hard copy of the Bid/Proposals”

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than 10:00 on 07 November 2025

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Corrie Lemmer (012 358 2414 or corriel@tshwane.gov.za)
- Supply chain enquiries: Mulondi Rasekgala (012 358 6636 or mulondin@tshwane.gov.za)

Bids will remain valid for a period of 90 days after the closing date.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette* 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed and fully signed? By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

- 13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
- 14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
- i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
 - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....		
.....		
.....		

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....		
Signature	Signature	Signature

.....		
Date	Date	Date

C. ONE-PERSON BUSINESS

I, the undersigned,, hereby confirm that I am the sole owner of the business trading as

.....	
Signature	Date

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at
....., Mr/Ms, whose
signature appears below, has been duly authorised to sign all documents in
connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

SPECIFICATION OR TERMS OF REFERENCE



ENERGY AND ELECTRICITY BUSINESS UNIT

The tender for the supply, delivery, offloading, installation and commissioning of battery chargers, batteries, including repairs and maintenance on these systems and MV control panels, all complete with mild steel enclosures in City of Tshwane substations as and when required over a 3-year period.

BID NUMBER

(EEBU 05-2025/26)

- **INTRODUCTION AND PURPOSE**

The City of Tshwane invites bidders to tender for the supply, delivery, offloading installation and commissioning of battery chargers, batteries, including repairs and maintenance on these systems and MV control panels, all complete with mild steel enclosures in City of Tshwane: Energy and electricity Business Unit substations as and when required over a 3-year period

- **BACKGROUND**

The Energy and electricity Business Unit is responsible for providing the Tshwane communities with service delivery in the form of electricity. Batteries and chargers are required to provide continuous supply to the monitoring system of activities in the electricity sub-stations throughout the City of Tshwane's electrical network.

The Energy and electricity Business Unit needs to appoint service provider(s) for the supply, deliver, offloading installation and commissioning of battery chargers, batteries, including repairs and maintenance of these systems and repairs on vandalised MV Control panels as and when required, all complete with mild steel enclosures as prescribed by SANS/ international standards at the City of Tshwane's sub-station.

- **PROJECT SCOPE**

1. SCOPE

.1.1. The purpose of this tender is to appoint service providers for

- Section 1: Power Stations and Primary Substations
- Section 2: Secondary Satellite and Communal Substations

the supply, delivery, offloading, installation; commissioning, repairs and maintenance of battery chargers, batteries, including repairs and maintenance of these systems and repair of vandalised MV control panels

as and when required, all complete with enclosures in the City of Tshwane: Energy and electricity Business Unit - substations over a 3 year period, which supply D.C. power to the following equipment;

- i. Protection relay energizing,
- ii. Operation of trip coil,
- iii. Operation of close coils,
- iv. Control circuit supply local and supervisor,
- v. Supervision and control of protection circuits,
- vi. Operation of 132kV switchgear motor-driven isolators and transformer tap changers,
- vii. Stand-by duties such as emergency operation of solenoid-operated switchgear, and
- viii. Continuous supply for MMI and Tele-control and SCADA operation
- ix. Repair and Maintenance of new and existing battery charging systems.
- x. Repair and rewiring of vandalised Medium Voltage control panels.
- xi. Test and commission repaired MV control panels.

.1.2. A remote terminal unit for supervisory monitoring is required for the substations as indicated.

.1.3. The tender will be awarded per section. The Energy and electricity Business Unit reserves the rights to appoint one service provider for each of the below mentioned area's for this tender.

- Section 1: Power Stations and Primary Substations
- Section 2: Secondary; Satellite and Communal Substations

.2. WARRANTY AND GUARANTEE

.2.1. All equipment must be warranted for at least twelve months and serviceable at local workshop after warranty period has expired. The successful bidder must have a fully operational workshop with in Gauteng to ensure that below- mentioned timeframes for repairs and maintenance are adhered for the tender period.

Local Support Required:

- Workshop Repairs to be completed within 7 working days

- No of back-up units available: 6
in South Africa

.2.2. Repairs of the equipment must carry a six months warrantee to be repaired at a local based service provider workshop

- Guaranteed turnaround time < 5 working days on new items
for repairs
- Guaranteed turnaround time < 15 working days for repairs on a older items
sent for repairs

The bidder must make provision Factory inspections from time to time

.3. NORMATIVE REFERENCES AND ABBREVIATIONS

.3.1. Applicable National and international Standards

SANS 1652	Battery chargers - industrial type
SANS 1632-1	Batteries Part 1: General information - Definitions, abbreviations and symbols
SANS 1632-2	Vented - type stationary lead-acid cells and batteries
SANS 1632-3	Batteries Part 3: Vented-type prismatic nickel-cadmium cells and batteries
SANS 556-1	Low-voltage switchgear Part 1: Circuit-breakers.
SANS 60947-3	Low-voltage switchgear and control gear Part 3: Switches, disconnectors, switch disconnectors and fuse-combination units
SANS 10142-1	The wiring of premises; Part 1: Low-voltage installations

.3.2. Definitions

The requirements of SANS 1652, SANS 1632, part 1 to 3 and the following definitions and abbreviations shall apply to this specification:

- Remote terminal unit: A microprocessor-controlled electronic device that interfaces physical objects to a distributed control system or the SCADA (supervisory control and data acquisition) system.
- Integrated control: A device with built in tele-control Remote Terminal Unit (RTU) capabilities.
- Supervisory: Remote control and indications of the charger controller by means of a telecommunication link.

.3.3. Abbreviations:

RTU	Remote Terminal Unit
GPRS	General Packet Radio Service
GSM	Global System for Mobile communications
SP	Service Provider
D.C	Direct Current
A.C	Alternating Current

.4. Tender Items:

.4.1. Battery Chargers

4.1.1 Supply, deliver, offload, installation and commissioning of battery chargers

The following battery chargers, repair and maintenance are required:

Item 1: Battery charger for Power stations: 220V supply.

Item 2: Lithium-Ion Battery charger for Power stations: 220V

Item 3: Battery charger for Power station: 110V supply.

Item 4: Lithium-Ion Battery charger for Power station: 110V supply.

Item 5: Battery charger for Power station: 24V supply.

Item 6: Lithium-Ion Battery charger for Power station: 24V supply.

Item 7: Battery charger for Primary substation: 110V supply

Item 8: Lithium-Ion Battery charger for Primary substation: 110V supply

Item 9: Battery charger for Satellite substations: 110V supply.

Item 10: Lithium-Ion Battery charger for Satellite substation: 110V

Item 11: Battery charger for Satellite substations: 32V supply.

Item 12: Lithium-Ion Battery charger for Satellite substation: 32V

Item 13: Battery charger for Communal substations: 32V supply.

Item 14: Lithium-Ion Battery charger for Communal substations: 32V

Item 15: Communication configuration and software update for existing units.

Item 16: Repair and Maintenance

Item 17: Installation of Battery Charger

Item 18: Installation of Battery Bank

Item 19: Load testing device for lead-acid battery but not limited to and must be

- compatible with batteries up to 150Ah
- Item 20: Rewiring of vandalized 11kV Main feeder Panel (including all wires, terminal-lugs and other materials required)
- Item 21: Rewiring of vandalized 11kV Ring feeder Panel (including all wires, terminal-lugs and other materials required)
- Item 22: Rewiring of vandalised 11kV Metering feeder Panel (including all wires, terminal-lugs and other materials required)
- Item 23: Commissioning of rewired Medium Voltage panel (including Trip test)
- Item 24: Safety File
- Item 25: Safety Officer
- Item 26: ARC PPE

- **General**

Battery chargers required for item 1, 2, 3, 4, 5 and 6 are required to charge batteries that supply continuous load only.

Battery chargers required for item 7 and 8 must charge batteries that supply continuous load (15amp) for control circuits; alarms and instruments as well as 132/11kV circuit breaker trip/close, transformers tap changers, 132kV Isolator control in the Primary Substation and Primary Sub Yards.

Battery chargers required for item 9, 10, 11, 12, 13 and 14 are required to charge batteries that supply continuous load for control circuits; alarms and instruments as well as circuit breaker trip supply for tripping four (4) circuit breakers each with 800W trip coil.

Battery duty cycle and application are indicated in Section 2.

Continuous loads are indicated for each application. A current limiting function is required on all chargers.

The rating of the battery charger offered shall be indicated in Schedule B.

The A.C. input voltage shall be within 10 % of the nominal voltage as per the charger rating and A.C. input frequency shall be 50 Hz $\pm$ 2.5 Hz.

- **Battery charger: Item 1, 2, 3, 4, 5, 6, 7 and 8:**

Item 1 & 2: Power Station Battery charger: 220V, (25A; 100A.h).

Item 3 & 4: Power Station Battery charger: 110V, (15A; 100A.h).

Item 5 & 6: Power Station Battery charger: 24V, (25A; 100A.h).

Item 7 & 8: Primary Substation Battery charger: 110V, (25A; 100A.h)

- **Battery charger: Item 9, 10, 11, 12, 13 and 14**

Item 9 & 10: Satellite Substation Battery charger with capability for charging two battery banks simultaneously rated for 110V, (15A; 100A.h).

Item 11 & 12: Satellite Substation Battery charger with capability for charging two battery banks simultaneously rated for item 1 but for 32V, (15A; 100A.h).

Item 13 & 14: Communal Substation Battery charger: 32V, (5A; 50A.h).

Configuration and updating of software, the appointed contractor shall be required to configure and update the existing units, to with the latest software available ensuring communication with the City of Tshwane server and through the required channels.

Software updated may accompany Hardware updates (RTU complete update)

Item 15: Communication configuration and software update for existing units.

The requirements of SANS 1652 together with the requirements listed in Schedule A of the returnable schedules shall apply. Clauses below refer to SANS 1652. Completion of Schedule B is compulsory.

4.2. Controls, alarms and instruments

4.2.1. The following alarms and indicators have been selected and are required on the battery charger;

- a) Protection relay energizing,
- b) Alarm and charger mode indication signaling,
- c) Operation of trip coil,
- d) Supervision and control of protection circuits,
- e) Transformer tampering alarm,
- f) Entrance control
- g) VT & CT monitoring

4.2.2. The following supervisory functionalities are required for item 1 to 14:

- a. Event logging and;
- b. RTU communication link to City of Tshwane control station.

4.2.3. Tele-control requirements for charger (item 1 to 14)

Ad-on Alarms

- a. Transformer tampering
- b. Access breach
- c. Transformer overheating
- d. Smoke alarm

- e. Intruder alarm
- f. Pepper gas Alarm

4.3. Operation requirements

The charger RTU shall be suitable for operation by an external discreet I/O device or via integrated control. The minimum tele-control functions for external discreet I/O shall be as given in 4.3.13, which refers to SANS 1652.

Table 1 — Minimum specification of remote controls and indications

- a. Earth fault
- b. AC Fail
- c. Low DC volts
- d. Boost start
- e. Automatic boost: 30 day interval, 8 hour boost cycle
- f. Boost test
- g. Boost stop
- h. Charger off test

4.4. Requirements for interfacing with RTU Local engineering:

The following shall apply;

- 4.4.1. The charger controller shall contain a real time clock or network time that can be set on site. All events shall be time and date stamped with a resolution of at least 10ms relative to the onboard real time clock. The accuracy of the clock shall be stated in schedule B.
- 4.4.2. A facility for selecting all the supervisory and communications parameters shall be locally available in the control cabinet. Password protection against unauthorized changes shall be available; a one-time, five (5) digit password shall be generated and sent to the user's cell-phone and logged for security purposes.
- 4.4.3. Non-volatile memory storage shall store the following minimum data for a period of 7 days:
- 4.4.4. All supervisory parameters,
- 4.4.5. An event record containing the 7 days of controls and alarms (events), the logging records shall form part of the report/documentation submitted to the City of Tshwane at the end of the contract.
- 4.4.6. It shall be possible, under password control, to manually reset the event counter values. Alternative methods to preserve this information locally at the charger (to facilitate maintenance) shall be stated in schedule B.

4.5. Communications The following shall apply:

- 4.5.1. The bidder will be required to provide a communication modem with every unit, no 3rd party SIM card will be allowed to directly connect to City of Tshwane's Corporate Network. City of Tshwane will provide its own SIM cards with data bundles.

- 4.5.2. The communication module must accommodate software updates and viewer software of the existing units on site.
- 4.5.3. The recipients of alarms from the units will be discussed with the City of Tshwane representative from the depots with every unit to be supplied.
- 4.5.4. The unit must be capable of downloading the non-volatile data including settings, and history records to and from a personal computer. The requirements of the personal computer shall be stated in schedule B.
- 4.5.5. Interface to communications equipment (e.g. modems, radio-modems or RTUs).
- 4.5.6. Communication protocols (including proprietary protocols) shall be freely available to City of Tshwane and it is the SP responsibility to ensure that the charger RTU can communicate with the City of Tshwane Control Centre which supports both DNP 3.0 and IEC 104.
- 4.5.7. Details of the complete communication protocol shall be stated in schedule B. In addition, the rights to implement this protocol by suppliers of RTU equipment for use with the charger shall be guaranteed.
- 4.5.8. RTU Equipment will be updated with correct software.
- 4.5.9. It shall be possible to configure the charger supervisory characteristics, change settings and upload event and history records remotely using the protocol specified in schedule A.

5. Details shall be submitted with the tender.

5.1. Tests

The requirements of SANS 1652 apply.

Copies of type test performed by a SANS accredited testing facility or any international accredited facility must be submitted with the tender.

5.1.1. Requirements for the Enclosure:

- a. The Complete kiosk shall have an IP rating of 3 for protection against touching live parts and it shall have an IP rating of 3 for protection against ingress of liquids [IP33].
- b. The kiosk shall be suitable for surface mounting.
- c. Adequate vermin proof ventilation holes shall be provided in the kiosk to regulate the temperature not to exceed 55° C.
- d. The entire kiosk shall be manufactured from a minimum of 2mm thick 3CR12 stainless steel powder coated in Dark Admiralty Grey, color G12 of SANS 1091

5.1.2. Kiosk construction:

- a. The earthing of the kiosk shall comply with the IEC 60364-5-54

- b. The kiosk shall be constructed from 3CR12 stainless steel.

5.1.3. Door:

- a. The door shall be fitted with two “Bullet” hinges of non-ferrous metal. The hinges used shall be internal hinges, i.e. they shall only be accessible from inside the kiosk. The door shall be hinged from the left-hand side.
- b. Door will be 2 point locking system Material-steel will be 2mm thick
- c. The door shall be mounted flush with the surface of the frame, with gaps of not more than 3mm around the edges of the door.
- d. The door shall be fitted with a heavy-duty lever lock that makes it lockable using a padlock (the hole in the lever lock shall be at least 10mm in diameter).
- e. The locking mechanism shall make use of the 3-point locking principle (B & N type 24132E). The rods used for the 3-point locking system shall be a minimum of 8mm round bars. All the components of the locking mechanism must be corrosion resistant (both sandblasted and powder coated 3CR12 stainless steel)
- f. The door shall be braced using the remnants of the 2mm 3CR12 stainless steel sheet to improve rigidity.

5.1.4. Fabrication of 3CR12 stainless steel kiosks:

All cutting, forming, forging, machining, welding, fastening, annealing, stress relieving, post weld cleaning shall comply with the internal standards of the manufacturer of 3CR12 stainless steel.

Cutting:

In all cutting operations, whether thermal or mechanical, carried out on 3CR12 stainless steel, no contamination by ferrous (iron or steel) material or particles shall take place. Sharp or rough edges shall be removed by manual grinding or filing.

Bending:

It is important to ensure that there is no contamination of the 3CR12 steel from mild steel particles adhering to the tooling. It is recommended that the tooling be thoroughly cleaned before running 3CR12 steel.

Welding:

- a. For Manual Metal Arc (MMA) welding type 309L are recommended for welding 3CR12 steel, although E308L and 316L may also be used.
- b. For Tungsten Inert Gas (TIG), Metal Inert Gas (MIG) and Plasma Arc welding (PAW) the recommended welding consumables are AWS A5.9 ER309L, ER308L or ER316L.
- c. When welding stainless steel studs, bolts or nuts onto 3CR12 steel the weld consumable shall be the AWS class 309L to avoid excessive weld metal dilution.
- d. Where the manufacturer is using stud welding onto 3CR12 steel, 304L

stainless steel studs shall be used.

- e. Spot welding (resistance welding) shall only be used on parts of the kiosk that are not directly in contact with the outside atmosphere.

Note the colour of the kiosk "DARK ADMIRALTY GREY", colour G12 of SANS 1091.

- a. To prevent corrosion at the welded areas it is necessary to remove all traces of discoloration and scale from the welded areas. This can be done chemically or mechanically and afterwards the kiosk shall be sandblast and powder coated.
- b. Immediately after cleaning the metal parts shall be pre-heated and then covered by a microstructure paint powder applied electrostatically. The paint shall be baked on and shall be harden within 10 minutes at a temperature of 190 degree Celsius.
The minimum paint thickness after baking shall not be less than .5mm
- c. Powder coating of 3CR12 steel shall be carried out within as short a period after post-weld cleaning as possible. The solution shall not be allowed to dry on the steel surface as staining can result. Thorough washing with clean, cold water is required.

6. Marking, labelling and packaging the requirements of SANS 1652 apply.

6.1.1.1. Documentation

The requirements of SANS 1652 apply.

7. Batteries (Power Stations, Primary-, Satellite- and Communal substations)

The supply, installation and commissioning of rechargeable battery banks, complete with battery-stand in accordance with the requirements under applicable national and international standards.

Prices for the following batteries are required for Power stations and Primary Substations:

Battery Bank: Power Station: 220V

Item 15: Vented-type stationary lead-acid cells and batteries

Item 16: Sealed-type stationary lead-acid cells and batteries

Item 17: Vented-type prismatic nickel-cadmium cells and batteries

Item 18: Lithium-Ion battery pack 5kVA

Battery Bank: Power Station: 110V

Item 19: Vented-type stationary lead-acid cells and batteries

Item 20: Sealed-type stationary lead-acid cells and batteries

Item 21: Vented-type prismatic nickel-cadmium cells and batteries

Item 22: Lithium-Ion battery pack 5kVA

Battery Bank: Power Station: 24V

Item 23: Vented-type stationary lead-acid cells and batteries

Item 24: Sealed-type stationary lead-acid cells and batteries

Item 25: Vented-type prismatic nickel-cadmium cells and batteries

Item 26: Lithium-Ion battery pack 5kVA

Battery Bank: Primary Substation: 110V

Item 27: Vented-type stationary lead-acid cells and batteries

Item 28: Sealed-type stationary lead-acid cells and batteries

Item 29: Vented-type prismatic nickel-cadmium cells and batteries

Item 30: Lithium-Ion battery pack 5kVA

Batteries are required for Satellite- and Communal substations:

Battery Bank: Satellite Substation: 110V

Item 31: Vented-type stationary lead-acid cells and batteries

Item 32: Sealed-type stationary lead-acid cells and batteries

Item 33: Vented-type prismatic nickel-cadmium cells and batteries

Item 34: Lithium-Ion battery pack 5kVA

Battery Bank: Satellite Substation: 32V

Item 35: Vented-type stationary lead-acid cells and batteries

Item 36: Sealed-type stationary lead-acid cells and batteries

Item 37: Vented-type prismatic nickel-cadmium cells and batteries

Item 38: Lithium-Ion battery pack 5kVA

Battery Bank: Communal Substation: 32V

Item 39: Vented-type stationary lead-acid cells and batteries

Item 40: Sealed-type stationary lead-acid cells and batteries

Item 41: Vented-type prismatic nickel-cadmium cells and batteries

Item 42: Lithium-Ion battery pack 5kVA

Item 19: load testing device for lead-acid battery but not limited to and must be compatible with batteries up to 150Ah.

7.1. Battery Requirements

7.1.1 The batteries shall comply with the requirements of SANS 1632, part 1 to 3 and Schedule A. Completion of Schedule B is compulsory.

7.1.15. **Item 15-22:** Battery bank for Power Station applications (220V; 110V and 24V system) (100Ah; 100Ah); 100Ah).

The required duty cycle of the battery shall comply with the requirements of clause c), (C.2 Annex C of SANS 1632, part 2 and 3), Item 10-12: 25A (220V); Item 13- 15: 15A (110V);

7.1.16. **Item 23-26:** Battery bank for Power Station applications 25A (24V);

7.1.17. **Item 27-30:** Battery bank for Transmission substation applications (110V – 100Ah to 150ah) and (24V - 20Ah) system.

The required application of the battery shall comply with the requirements

of Table C.2: alarm and telecommunication systems, (C.3 Annex C of SANS 1632, part 2 and 3).

A battery bank shall be supplied complete with the following accessories;

- 7.1.18. One-syringe type hydrometers;
7.1.19. One electrolyte thermometer and cell bridging connector

7.1.20. Battery bank enclosure

The enclosure material shall be mild steel, sandblasted and powder coated light grey in color (code G29)

Required thickness of material: Doors - 2mm,
Frame - 2mm

- 7.1.2 Flat plate - 12 to 15 years design life. Vented lead acid Plante – 20 to 25 years design life. Vented lead acid
- 7.1.3 Ripple voltage must be maximum 5% of nominal DC volts with no battery connected.
- 7.1.4 Ripple current must be maximum 5% of amp hour rating of battery.
- 7.1.5 The battery charger must be capable of providing Ethernet/GPRS time stamped event recording in a memory “minimum 100 events”
- 7.1.6 Optional (Module as a separate extra Item)
The Battery charger, if required must be able to also accept substation digital indication (4/8/12 panels).
The Battery charger if required must be able to also accept substation analogue signals (4-20 mA) (4/8/12 panels).
- 7.1.7 **Item 31-34:** Battery bank for a Satellite Substation (110V system: 100Ah).
- 7.1.8 The required duty cycle of the battery shall comply with the requirements of clause c), (C.2 Annex C of SANS 1632, part 2 and 3), 15A continuous load for supervision and RTU; 4X800W circuit breaker standby supply. Normally supply to a light load of approximately 10% of the full load, but an occasional load in excess of 75% of full load.
- 7.1.9 The required application of the battery shall comply with the requirements of Table C.2: Distribution substations, (C.3 Annex C of SANS 1632, part 2 and 3).
- 7.1.10 Charging regime – Battery charger must be able to recharge the battery up to 80% capacity within 4 hours
- 7.1.11 The tenderer must state how they will achieve this with Lead acid Battery Type and/or Lithium Ion Battery pack

7.1.12. **Item 35-38:** Battery bank for a Satellite Substation (32V system 100Ah).

7.1.13. The required duty cycle of the battery shall comply with the requirements of clause c), (C.2 Annex C of SANS 1632, part 2 and 3), 15A continuous load for supervision and RTU; 4X800W circuit breaker standby supply.

7.1.14. The required application of the battery shall comply with the requirements of Table C.2: Distribution substations, (C.3 Annex C of SANS 1632, part 2 and 3).

7.1.21. **Item 39-42:** Battery bank for a Communal Substation (32V system 50Ah).

The required duty cycle of the battery shall comply with the requirements of clause c), (C.2 Annex C of SANS 1632, part 2 and 3), 1A continuous load for supervision, 1X800W circuit breaker standby supply.

The required application of the battery shall comply with the requirements of Table C.2: Distribution substations, (C.3 Annex C of SANS 1632, part 2 and 3).

7.2. Tests

The requirements of SANS 1632, part 1 to 3 shall apply.

Copies of type tests performed by a SANS accredited testing facility must be submitted with the tender.

7.1.1. Marking, labelling and packaging

The requirements of SANS 1632, part 1 to 3 shall apply.

7.1.2. Documentation

The requirements of SANS 1632, part 1 to 3 shall apply.

The bidder must submit a risk assessment for the operations and safe working procedure.

8. 110 V DC DISTRIBUTION BOARD

8.1. This section covers requirements for DC distribution board(s) incorporating an automatic and manual change over switch for the distribution of the output power of the battery charger

8.1.1. Requirements

8.1.2. The DC distribution board shall be accommodated in a cubicle which shall be wall mounted approximately 1,0 meter above ground level and shall provide DC power supplies for selection between chargers 1 and 2,

8.1.3. The minimum thickness of the sheet steel that the board(s) are to be

manufactured from is 2 mm.

8.1.4. Overall dimensions of the panels shall be as follows:

Height - 735 mm;
Width - 1530 mm; and
Depth - ± 365 mm.

8.1.5. Suitable provisions shall be made for wall mounting of the board(s). The enclosure material shall be mild steel, sandblasted and powder coated light grey in colour (code G29)

8.1.6. All surfaces to be painted shall be cleaned completely from rust, scale, grease or other spoil by sandblasting and/or acid pickling prior to painting.

8.1.7. DB's shall have an automatic- and manual or manual changeover switch for selecting between chargers.

8.1.8. Automatic and manual Change Over Selector Switch should be provided.

8.1.9. Automatic changeover selection shall be performed by a no-volt relay.

8.1.10. A three-position switch without an "off" position shall be provided. Since both the positives and negatives of charger one and charger two distribution boards are to be switched simultaneously a 4 pole switch is required. This 4-pole switch must be "make before break". The changeover switch shall be designed to facilitate the following switching:

- a.) Left hand position: DB one and DB two connected to charger one and battery one.
- b.) center position: DB one connected to charger one and battery one and DB two connected to charger two and battery two and;
- c.) Right hand position: DB one and DB two connected to charger two and battery two

9. DELIVERABLES

The following delivery schedules are required per system rating from receipt of an official order.

24V charger and battery system within 10 weeks
 32V charger and battery system within 10 weeks
 110V charger and battery system within 12 weeks
 220V charger and battery system within 12 weeks
 DC distribution board within 10 weeks
 Operation Manuals

The battery chargers and batteries are to be deliver at the City of Tshwane (City of Tshwane) as per official order.

10. STAGES OF EVALUATION

This tender will be evaluated in the following stages.

Stage 1: Administrative Compliance

Stage 2: Mandatory Requirements

Stage 3: Preferential Point System

10.1.Stage 1 ADMINISTRATIVE COMPLIANCE

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide. • Tax compliance status PIN. - or • Central Supplier Database (CSD)		Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.
c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all		Was a Municipal Account

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document. NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u>		All documents fully completed (i.e. no blank spaces)? All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or non-submission of the MBD forms, will be considered)?
f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old. NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment. If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.		Applicable for tenders above R10m in conjunction with MBD 5) Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.
g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where		If applicable. JV agreement provided? JV agreement

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.		complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a. to f.) must be provided for all partners of the JV.
h) Bidder attended a compulsory briefing session where applicable	N/A	A compulsory briefing register must be signed by the bidder. Bidders will be disqualified should they fail to attend compulsory briefing session
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto. Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.

10.2.Stage 2: MANDATORY REQUIREMENTS

- Attach the Type Test Certificates for all the items
- Attach copies of type test reports for the battery chargers in accordance with the SANS standards under Normative References from an accredited testing institution (SABS, IEC or any accredited international testing facility) and the load test of the batteries from the goods manufacturer.

SANS 1652	Battery chargers - industrial type
SANS 1632-1	Batteries Part 1: General information - Definitions, abbreviations and symbols
SANS 1632-2	Vented - type stationary lead-acid cells and batteries
SANS 1632-3	Batteries Part 3: Vented-type prismatic nickel-cadmium cells and batteries
SANS 556-1	Low-voltage switchgear Part 1: Circuit-breakers
SANS 60947-3	Low-voltage switchgear and control gear Part 3: Switches, disconnectors, switch disconnectors and fuse-combination units
SANS 10142-1	The wiring of premises; Part 1: Low-voltage installations

- Fully complete Annexure C (key personnel and supervisory staff) together with the proof of qualification.
- Attach 1x Reference letter (on the Clients Letter Head) for similar projects completed on Battery Charger Tenders.
- The bidder shall provide a brochure/catalogue covering the product offered which includes the technical data of the product. In the case where bidders are not manufacturers, bidders must attach a permission letter and brochure/catalogue from the manufacturer. The permission letter should confirm compliance to the specification applicable per item.

NOTE: Bidders are required to indicate on Annexure C (KEY PERSONNEL AND SUPERVISORY STAFF) the following.

- a. A minimum of three (3) qualified electricians with red seal trade certificate
- b. Site Team Leader/Foreman (qualified electricians with red seal trade certificate)
- c. Health and Safety officer registered with the South African Council for the Project and Construction Management Professions: SACPCMP as a Health and Safety Officer
- d. Project Manager qualified Electrical Technologist with 3 years' applicable experience

Failure to comply with the above requirements will result in a disqualification from further evaluation.

10.3.Stage 3: PREFERENTIAL POINT SYSTEM

The preferential point system used will be the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

90 points for price

10 points for Specific goals

Specific Goals

- Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 90 for price only and zero (0) points out of 10 for specific goals.
- City of Tshwane shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Specific goals	90/10 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies • Level 1 • Level 2 • Level 3 • Level 4 • Level 5	• 4 Points • 3.5 Points • 3 Points • 2.5 Points • 2 Points • 1.5 Points	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
Specific goals	90/10 preference point system	Proof of specific goals to be submitted
• Level 6 • Level 7 • Level 8 • Non-compliant	• 1 Point • 0.5 Points 0 Points	
EME and/ or QSE	1 Point	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)

At least 51% owned companies by People with disability	1 Point	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	1 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation • City of Tshwane • Gauteng • National	2 Points 1 Point 1 Point	Municipal Account statement/Lease agreement.

For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

11. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. City of Tshwane shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalized while the quotations/bids are still valid

12. PRICING SCHEDULE

N.B. The tender will be awarded per section . Bidders must quote for all the items for a particular section. Failure to quote for all the items in a particular section will lead to the bidder being disqualified from that particular section.

This is a rates only tender

The estimated quantities are for evaluation purposes only and the City of Tshwane can order more or less than the quantities stated on this document

SECTION 1.

1.1. BATTERY CHARGERS FOR POWER STATIONS & PRIMARY SUBSTATIONS

ITEM NO	DESCRIPTION	UNIT	Estimated Quantities (A)	UNIT RATE (VAT exclusive) (B)	Total Excluding VAT (A X B)
1	Battery charger: Power Station: 220V supply. SAP: 200000021366	Each	10		
2	Lithium-ion Battery charger: Power Station: 220V supply.	Each	10		
3	Battery charger: Power Station: 110V supply. SAP: 200000021367	Each	10		

4	Lithium-ion Battery charger: Power Station: 110V supply. SAP:	Each	10		
5	Battery charger: Power Station: 24V supply. SAP: 200000021368	Each	10		
6	Lithium-ion Battery charger: Power Station: 24V supply. SAP:	Each	10		
7	Battery charger: Primary Substation: 110V supply, 25Ah SAP: 200000021263	Each	86		
8	Lithium-ion Battery charger: Primary Substation: 110V supply, 25Ah SAP:	Each	86		

Repair and Maintenance of Battery Chargers

ITEM NO	DESCRIPTION	UNIT	Estimated Quantities (A)	UNIT RATE VAT exclusive (B)	Total Excluding VAT (AXB)
15	Communication configuration and software update for existing units and new units				
15.a	Electrosys	Each	80		
15.b	Silicon	Each	80		
15.c	Static Power	Each	80		

16.1	Small Repair:				
16.1.1.	Fuse Holder and Fuse	Each	80		
16.1.2.	Indication Light and Light Holder	Each	80		
16.1.3.	Selector Switch	Each	80		
16.2	Medium Repair:				
16.2.1.	Control Card	Each	80		
16.2.2.	RTU	Each	80		
16.2.3.	LCD Display	Each	80		
16.2.4.	Lightning Protector	Each	80		
16.3	Large Repair:				
16.3.1.	Transformer	Each	80		
16.3.2.	IGBT	Each	80		
16.3.3.	Rewire of Charger	Each	80		
16.3.4.	RTU Battery	Each	80		
17.	Installation of Battery Charger	Each	80		
18.	Installation of Battery Bank	Each	80		
19.	Load testing device for lead-acid battery but not limited to and must be compatible with batteries up to 150Ah.	Each	100		
20.	Rewiring of vandalized 11kV Main feeder Panel (including all wires,	Each	100		

	terminal-lugs and other materials required)				
21.	Rewiring of vandalized 11kV Transformer In-feeder Panel (including all wires, terminal-lugs and other materials required)	Each	100		
22.	Commissioning of rewired Medium Voltage panel (including Trip test)	Each	200		
23.	Safety File	Each	1		
24.	Safety Officer	Per Month	12		
25.	ARC PPE	Per Ste	50		
TOTAL FOR SECTION 1.1. EXCLUDING VAT					
VAT (15%)					
TOTAL FOR SECTION 1.1. INCLUDING VAT					

SECTION 1.**1.2. BATTERY BANK**

ITEM NO	DESCRIPTION	UNIT	Quantity (A)	UNIT RATE (VAT exclusive) (B)	Total Excluding VAT (A X B)
	Battery bank: Power Station: 220V				
15	Vented-type stationary lead-acid cells and batteries	Each	10		
16	Sealed-type stationary lead-acid cells and batteries	Each	10		
17	Vented-type prismatic nickel- cadmium cells and batteries	Each	10		
18	Lithium-Ion battery pack 5kVA	Each	10		
	Battery bank: Power Station: 110V				
19	Vented-type stationary lead-acid cells and batteries	Each	10		
20	Sealed-type stationary lead-acid cells and batteries	Each	10		
21	Vented-type prismatic nickel- cadmium cells and batteries	Each	10		
22	Lithium-Ion battery pack 5kVA	Each	10		

	Battery bank: Power Station: 24V				
ITEM NO	DESCRIPTION	UNIT	Quantity (A)	UNIT RATE (VAT exclusive) (B)	Total Excluding VAT (A X B)
23	Vented-type stationary lead-acid cells and batteries	Each	10		
24	Sealed-type stationary lead-acid cells and batteries	Each	10		
25	Vented-type prismatic nickel- cadmium cells and batteries	Each	10		
26	Lithium-Ion battery pack 5kVA	Each	10		
	Battery bank: Primary Substation: 110V				
27	Vented-type stationary lead-acid cells and batteries: Transmission Substation	Each	80		
28	Sealed-type stationary lead-acid cells and batteries: Transmission Substation	Each	80		
29	Vented-type prismatic nickel- cadmium cells and batteries: Transmission Substation	Each	80		
30	Lithium-Ion battery pack 5kVA	Each	80		
TOTAL FOR SECTION 1.2. EXCLUDING VAT					
VAT (15%)					
TOTAL FOR SECTION 1.2. INCLUDING VAT					

SECTION 1**1.3. DC DISTRIBUTION BOARDS BATTERIES POWER STATION & PRIMARY SUBSTATIONS**

ITEM NO	DESCRIPTION	UNIT	Quantity (A)	UNIT RATE (VAT exclusive) (B)	Total Excluding VAT (A X B)
	DC DISTRIBUTION BOARDS: 110V				
1	DC Distribution board 110V with automatic and manual change over SAP: 200000021269	Each	100		
2	DC Distribution board 110V with manual change over SAP:	Each	100		
TOTAL FOR SECTION 1.3. EXCLUDING VAT					
VAT (15%)					
TOTAL FOR SECTION 1.3. INCLUDING VAT					

SUMMARY SCHEDULE FOR SECTION 1

SECTION	TOTAL PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT IN WORDS
1.1.		
1.2.		
1.3.		
Total: (Section 1)		

SECTION 2

2.1. BATTERY CHARGERS SATELLITE AND COMMUNAL

ITEM NO	DESCRIPTION	UNIT	Estimated Quantities (A)	UNIT RATE (VAT exclusive) (B)	Total Excluding VAT (A X B)
9	Battery charger: Satellite Substation: 110V supply SAP:200000021263	Each	100		
10	Lithium-Ion Battery charger: Satellite Substation: 110V supply SAP:	Each	100		
11	Battery charger: Satellite Substation: 32V supply SAP: 200000021264	Each	100		
12	Lithium-Ion Battery charger: Satellite Substation: 32V supply SAP:	Each	100		
13	Battery charger: Communal Substation: 32V supply. SAP: 200000021365	Each	100		
14	Lithium-Ion Battery charger: Communal Substation: 32V supply SAP:	Each	100		

15	Communication configuration and software update for existing units and new units				
15.a	Electrosys	Each	100		
15.b	Silicon	Each	100		
15.c	Static Power	Each	100		
16.1	Small Repair:				
16.1.1.	Fuse Holder and Fuse	Each	100		
16.1.2.	Indication Light and Light Holder	Each	100		
16.1.3.	Selector Switch	Each	100		
16.2	Medium Repair:				
16.2.1.	Control Card	Each	100		
16.2.2.	RTU	Each	100		
16.2.3.	LCD Display	Each	100		
16.2.4.	Lightning Protector	Each	100		
16.3	Large Repair:				
16.3.1.	Transformer	Each	100		
16.3.2.	IGBT	Each	100		
16.3.3.	Rewire of Charger	Each	100		
16.3.4.	RTU Battery	Each	100		
17.	Installation of Battery Charger	Each	100		
18.	Installation of Battery bank	Each	100		

19.	Load testing device for lead-acid battery but not limited to and must be compatible with batteries up to 150Ah.	Each	100		
20.	Rewiring of vandalized 11kV Main feeder Panel (including all wires, terminal-lugs and other materials required)	Each	100		
21.	Rewiring of vandalized 11kV Ring feeder Panel (including all wires, terminal-lugs and other materials required)	Each	100		
22.	Rewiring of vandalised 11kV Metering feeder Panel (including all wires, terminal-lugs and other materials required)	Each	100		
23.	Commissioning of rewired Medium Voltage panel (including Trip test)	Each	200		
24.	Safety File	Each	1		
25.	Safety Officer	Per Month	12		
26.	ARC PPE	Per Ste	50		
27.					
TOTAL FOR SECTION 2.1. EXCLUDING VAT					
VAT (15%)					
TOTAL FOR SECTION 2.1. INCLUDING VAT					

SECTION 2

2.2. BATTERIES

ITEM NO	DESCRIPTION	UNIT	Quantity (A)	UNIT RATE (VAT exclusive) (B)	Total Excluding VAT (A X B)
	Battery bank: Satellite Substation: 110V				
1	Vented-type stationary lead-acid cells and batteries SAP: 200000021269	Each	100		
2	Sealed-type stationary lead-acid cells and batteries SAP: 200000021270	Each	100		
3	Vented-type prismatic nickel- cadmium cells and batteries SAP: 200000021271	Each	100		
	Lithium-Ion battery pack 5kVA	Each	100		
	Battery bank: Satellite Substation: 32V				
4	Vented-type stationary lead-acid cells and batteries SAP: 200000021352	Each	110		
5	Sealed-type stationary lead-acid cells and batteries SAP: 200000021353	Each	100		

6	Vented-type prismatic nickel- cadmium cells and batteries SAP: 200000021354	Each	100		
	Lithium-Ion battery pack 5kVA	Each	100		
	Battery bank: Communal Substation: 32V				

ITEM NO	DESCRIPTION	UNIT	Quantity	UNIT RATE (VAT exclusive)	Total Excluding VAT
7	Vented-type stationary lead-acid cells and batteries SAP: 200000021355	Each	100		
8	Sealed-type stationary lead-acid cells and batteries SAP: 200000021356	Each	100		
9	Vented-type prismatic nickel- cadmium cells and batteries SAP: 200000021357	Each	100		
	Lithium-Ion battery pack 5kVA	Each	100		
TOTAL FOR SECTION 2.2. EXCLUDING VAT					
VAT (15%)					
TOTAL FOR SECTION 2.2. INCLUDING VAT					

2.3. DC DISTRIBUTION BOARDS BATTERIES

ITEM NO	DESCRIPTION	UNIT	Quantity (A)	UNIT RATE (VAT exclusive) (B)	Total Excluding VAT (A X B)
	DC DISTRIBUTION BOARDS: 110V				
1	DC Distribution board 110V with automatic and manual change over SAP: 200000021269	Each	200		
2	DC Distribution board 110V with manual change over SAP:	Each	200		
TOTAL FOR SECTION 2.3. EXCLUDING VAT					
VAT (15%)					
TOTAL FOR SECTION 2.3. INCLUDING VAT					

SUMMARY SCHEDULE FOR SECTION 2

SECTION	TOTAL PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT IN WORDS
2.1.		
2.2.		
2.3.		
Section 2 Total:		

SECTION	TOTAL PRICE INCLUDING VAT	TOTAL PRICE IN WORDS
Section 1:		
Section 2:		
Tender Total:		

MATERIAL NUMBERS		
<u>BATTERY CHARGERS FOR POWER STATIONS & PRIMARY SUBSTATIONS</u>		
Battery charger: Power Station: 220V supply.		200000045727
Lithium-ion Battery charger: Power Station: 220V supply.		200000046169
Battery charger: Power Station: 110V supply.		200000045724
Lithium-ion Battery charger: Power Station: 110V supply.		200000046167
Battery charger: Power Station: 24V supply.		200000045721
Lithium-ion Battery charger: Power Station: 24V supply.		200000045728
Battery charger: Primary Substation: 110V supply, 25Ah		200000045726
Lithium-ion Battery charger: Primary Substation: 110V supply, 25Ah		200000046168
<u>Repair and Maintenance of Battery Chargers</u>		
Communication configuration and software update for existing units and new units		
Electrosys		3036464
Silicon		3036465
Static Power		3036466
<i>Small Repair:</i>		
Fuse Holder and Fuse		3036467
Indication Light and Light Holder		3036889
Selector Switch		3036890
<i>Medium Repair:</i>		
Control Card		3036468
RTU		3036469
LCD Display		3036891
Lightning Protector		3036892
<i>Large Repair:</i>		
Transformer		3036893
IGBT		3036894
Rewire of Charger		3036895
RTU Battery		3036896
Installation of Battery Charger		3036470
Installation of Battery Bank		3036471
Load testing device for lead-acid battery but not limited to and must be compatible with batteries up to 150Ah.		200000045746
Rewiring of vandalized 11kV Main feeder Panel (including all wires, terminal-lugs and other materials required)		3036472
Rewiring of vandalized 11kV Transformer In-feeder Panel (including all wires, terminal-lugs and other materials required)		3036897
Commissioning of rewired Medium Voltage panel (including Trip test)		3036475
Safety File		3036898
Safety Officer		3036899
ARC PPE		3036900
<u>BATTERY BANK</u>		
<u>Battery bank: Power Station: 220V</u>		
Vented-type stationary lead-acid cells and batteries		200000045744
Sealed-type stationary lead-acid cells and batteries		200000045745
Vented-type prismatic nickel- cadmium cells and batteries		200000045729
Lithium-Ion battery pack 5kVA		200000046179
<u>Battery bank: Power Station: 110V</u>		

Vented-type stationary lead-acid cells and batteries	200000045741
Sealed-type stationary lead-acid cells and batteries	200000045742
Vented-type prismatic nickel- cadmium cells and batteries	200000045743
Lithium-Ion battery pack 5kVA	200000046170
Battery bank: Power Station: 24V	
Vented-type stationary lead-acid cells and batteries	200000045738
Sealed-type stationary lead-acid cells and batteries	200000045739
Vented-type prismatic nickel- cadmium cells and batteries	200000045740
Lithium-Ion battery pack 5kVA	200000046171
Battery bank: Primary Substation: 110V	
Vented-type stationary lead-acid cells and batteries: Transmission Substation	200000045730
Sealed-type stationary lead-acid cells and batteries: Transmission Substation	200000045731
Vented-type prismatic nickel- cadmium cells and batteries: Transmission Substation	200000045734
Lithium-Ion battery pack 5kVA	200000045736
<u>DC DISTRIBUTION BOARDS BATTERIES POWER STATION & PRIMARY SUBSTATIONS</u>	
DC Distribution board 110V with automatic and manual change over	200000045754
DC Distribution board 110V with manual change over	200000045755
<u>BATTERY CHARGERS SATELLITE AND COMMUNAL</u>	
Battery charger: Satellite Substation: 110V supply	200000045725
Lithium-Ion Battery charger: Satellite Substation: 110V supply	200000046172
Battery charger: Satellite Substation: 32V supply	200000045723
Lithium-Ion Battery charger: Satellite Substation: 32V supply	200000045737
Battery charger: Communal Substation: 32V supply.	200000045722
Lithium-Ion Battery charger: Communal Substation: 32V supply	200000045747
Communication configuration and software update for existing units and new units	
Electrosys	3036901
Silicon	3036902
Static Power	3036903
<i>Small Repair:</i>	
Fuse Holder and Fuse	3036904
Indication Light and Light Holder	3036905
Selector Switch	3036906
<i>Medium Repair:</i>	
Control Card	3036907
RTU	3036908
LCD Display	3036909
Lightning Protector	3036910
<i>Large Repair:</i>	
Transformer	3036911
IGBT	3036912
Rewire of Charger	3036913
RTU Battery	3036914
Installation of Battery Charger	3036915
Installation of Battery bank	3036916

Load testing device for lead-acid battery but not limited to and must be compatible with batteries up to 150Ah.		200000045746
Rewiring of vandalized 11kV Main feeder Panel (including all wires, terminal-lugs and other materials required)		3036917
Rewiring of vandalized 11kV Ring feeder Panel (including all wires, terminal-lugs and other materials required)		3036473
Rewiring of vandalised 11kV Metering feeder Panel (including all wires, terminal-lugs and other materials required)		3036474
Commissioning of rewired Medium Voltage panel (including Trip test)		3036918
Safety File		3036898
Safety Officer		3036899
ARC PPE		3036900
<u>BATTERIES</u>		
<u>Battery bank: Satellite Substation: 110V</u>		
Vented-type stationary lead-acid cells and batteries		200000045732
Sealed-type stationary lead-acid cells and batteries		200000045733
Vented-type prismatic nickel- cadmium cells and batteries		200000045735
Lithium-Ion battery pack 5kVA		200000045748
<u>Battery bank: Satellite Substation: 32V</u>		
Vented-type stationary lead-acid cells and batteries		
Sealed-type stationary lead-acid cells and batteries		200000045751
Vented-type prismatic nickel- cadmium cells and batteries		200000045752
Lithium-Ion battery pack 5kVA		200000045753
<u>Battery bank: Communal Substation: 32V</u>		200000045749
Vented-type stationary lead-acid cells and batteries		200000046174
Sealed-type stationary lead-acid cells and batteries		200000046175
Vented-type prismatic nickel- cadmium cells and batteries		200000046176
Lithium-Ion battery pack 5kVA		200000045750
<u>DC DISTRIBUTION BOARDS BATTERIES</u>		
<u>DC DISTRIBUTION BOARDS: 110V</u>		
DC Distribution board 110V with automatic and manual change over		200000046177
DC Distribution board 110V with manual change over		200000046178

13.AWARD

The tender will be awarded per section. The Energy and Electricity Business Unit reserves the right to appoint more than one service provider for this tender

Section 1: 1 (one) service provider

Section 2: A maximum of three service providers. The work will be distributed equally with regard to monetary value on a rotational basis

14.MARKET ANALYSIS

The City of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the

tenderer if they will be able to deliver on the price, if a tenderer confirms that they cannot, the tenderer will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract, including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market-related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

This tender are subjected to annual (per 12 month period) price increases as per Supply Chain Management policies

15. ANNEXURE A: TECHNICAL SCHEDULE A & B

ITEMS 31-34: Battery Charger for satellite substations.

SCHEDULE OF PARTICULARS AND GUARANTEES

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment supplied.

Table 1

ITEM	DESCRIPTION	Schedule A	Schedule B
1.1	Detail of a.AC input:	400/230 (5kA)	Required
1.2.	Earthing of AC input	Solid earth	Required
1.3.	Overload and earth fault protection provided?	Required	Required
1.4.	Input supply disconnect device provided?	Required	Required
1.5.	Type of disconnect required?	a) Switch	Required
1.6.	Surge protection required?	Required	Required
1.7.	Battery requirements	Sealed/vented Pb-acid/vented Ni-Cd	Required
	a) Nominal DC voltage per bank	Item 1: 110V	Required
	b) to e): Table 2 applies.	Item 2: 32V	
	f) initial charge capability	Required	Required
1.8.	Type of battery	Sealed/ vented Pb- acid/ vented Ni-Cd	Required
1.9.	Ampere-hour capacity	Item 1 and 2:100	Required
1.10.	Voltage ranges per cell	Table 2	Required
1.11	Rated load current, Item 1 and 2:	15	Required
1.12.	Output voltage adjustment	Automatic	Required
1.13.	Maximum R.M.S. ripple voltage?	State	
1.14.	Maximum R.M.S. ripple current?	State	
1.15.	Limit of battery charging current?	Sealed/vented Pb-acid/vented Ni-Cd	
1.16.	Rated output current?	Sealed/vented Pb-acid/vented Ni-Cd	
1.17.	Type of DC earthing system?	Solid earth	Required
1.18.	Load to remain connected	Yes	

ITEM	DESCRIPTION	Schedule A	Schedule B
1.19.	Method of indicating abnormal conditions?	Both methods	Required
1.20.	Test facility for LED	Required	Required
1.21.	Alarm indicators to remain on till manually reset	Yes	Required
1.22.	Audible alarm requirements	Charger fail Low volt alarm Earth-fault alarm	Required
1.23.	Type of alarm display offered?	State	
1.24.	Number of alarm aux contacts offered?	State	
1.25.	Alarms, indicators and control functions offered for local and remote?	State	
1.26.	Detail of events logging database facility offered?	State	
1.27.	Detail of event logging functions provided?	State	
1.28.	Provide detail of lockout facilities recommended?	State	
1.29.	Detail of event logging memory?	State	
1.30.	RTU requirements for communication with master station having	DNP3 protocol	Required
1.31	Type of instruments required	A.C. volt & ammeter D.C. volt-& dc ammeter	Required
1.32.	Type and accuracy offered if not 2% accuracy?	State	
1.33.	Transformers: electrostatic screen recommended?	State	
1.34.	Maximum noise level?	State	
1.35.	Enclosure type (required)	Floor mounted	Required
1.36.	Access for cable	Bottom entry	Required
1.37.	Access for maintenance	Front	
1.38.	Enclosure lockable	Yes	Required
1.39.	Forced ventilation acceptable	No	Required
1.40.	Type of glands provided?	State	
1.41	Standard for kiosk?	State	

ITEM	DESCRIPTION	Schedule A	Schedule B
1.42.	Fault level of AC input circuit Battery?	5kA	Required
1.43.	Reverse connection protection offered?	State	
1.44.	Type of paint/coating offered?	State	
1.45.	Color of external surface	Grey F48	Required
1.46.	List of spares provided?	State	
1.47.	All spares guaranteed to be available for ten years from date of delivery	Yes	Required
1.48.	Test certificates: type- and routine test certificates submitted with tender?	Attach list of test	
1.49.	Guaranteed power efficiency?	State	
1.50.	Method of attaching labels?	State	
1.51	Instruction labels required	Yes	Required
1.52.	Purchaser ID required	Yes	Required

SIGNATURE OF TENDERER:

ITEM 39-42: Battery Charger for communal substation.

SCHEDULE OF PARTICULARS AND GUARANTEES

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment supplied.

All the tables are compulsory for completion, however table 2 will be considered for evaluation.

Table 1

ITEM	DESCRIPTION	Schedule A	Schedule B
1.1.	Battery charger information: a) manufacturer? b) country of origin? c) catalogue/type ?	State State State	
1.2.	Required number of copies of documentation (One in hardcopy and one in softcopy/on CD	Two	Required

Table 2

ITEM	DESCRIPTION	Schedule A	Schedule B
2.1.	Detail of AC input:	400/230 (5kA)	Required
2.2.	Earthing of ac input	Solid earth	Required
2.3.	Overload and earth fault protection provided?	State	
2.4.	Input supply disconnect device provided?	State	
2.5.	Type of disconnect required?	a) Switch	Required
2.6.	Surge protection required?	Required	Required
2.7.	Battery Required	Sealed/vented Pb- acid/vented Ni- Cd	Required
	a) Nominal DC voltage.	Item 3: 32V	Required

ITEM	DESCRIPTION	Schedule A	Schedule B
	b) to e): Table 2 applies.		
	c) initial charge capability	Required	Required
2.8.	Type of battery	Sealed/vented Pb- acid/vented Ni- Cd	Required
2.9.	Ampere-hour capacity	Item 3: 50	Required
2.10.	Voltage ranges per cell	Table 2	Required
2.11.	Rated load current?	15	Required
2.12.	Output voltage adjustment	Automatic	Required
2.13.	Maximum R.M.S. ripple voltage?	State	
2.14.	Maximum R.M.S. ripple current?	State	
2.15.	Limit of battery charging current?	Sealed/vented Pb- acid/vented Ni- Cd	
2.16.	Rated output current?	Sealed/vented Pb- acid/vented Ni- Cd	
2.17.	Type of DC earthing system?	Solid earth	Required
2.18.	Load to remain connected	Yes	
2.19.	Method of indicating abnormal conditions?	Both methods	Required
2.20.	Test facility for LED	required	
2.21.	Alarm indicators to remain on till manually reset	Yes	Required
2.22.	Audible alarm requirements	Charger fail Low volt alarm Earth-fault alarm	Required Required
2.23.	Type of alarm display offered?	State	
2.24.	Number of alarm aux contacts offered?	State	
2.25.	Alarms, indicators and control functions offered for local and remote?	State	
2.26.	Detail of events logging database facility offered?	State	

ITEM	DESCRIPTION	Schedule A	Schedule B
2.27.	Detail of event logging functions provided?	State	
2.28.	Provide detail of lockout facilities recommended?	State	
2.29.	Detail of event logging memory?	State	
2.30.	RTU requirements for communication with master station having	DNP3 protocol	Required
2.31.	Type of instruments required	AC volt & ammeter DC volt-& dc ammeter	Required
2.32.	Type and accuracy offered if not 2% accuracy?	State	
2.33.	Transformers: electrostatic screen recommended?	State	
2.34.	Maximum noise level?	State	
2.35.	Enclosure type (required)	Floor mounted	Required
2.36.	Access for cable	Bottom entry	Required
2.37.	Access for maintenance	Front	
2.38.	Enclosure lockable	Yes	Required
2.39.	Forced ventilation acceptable	No	Required
2.40.	Type of glands provided?	State	
2.41.	Standard for kiosk?	State	
2.42.	Fault level of AC input circuit; Battery?	5kA	Required
2.43.	Reverse connection protection offered?	State	
2.44.	Type of paint/coating offered?	State	
2.45.	Color of external surface	Grey F48	Required
2.46.	List of spares provided?	State	
2.47.	All spares guaranteed to be available for ten years from date of delivery	Yes	Required
2.48.	Test certificates: type- and routine test certificates submitted with tender?	Attach list of test	
2.49.	Guaranteed power efficiency?	State	

ITEM	DESCRIPTION	Schedule A	Schedule B
2.50.	Method of attaching labels?	State	
2.51.	Instruction labels required	Yes	Required
2.52.	Purchaser ID required	Yes	Required

SIGNATURE OF TENDERER:

ITEM 15-26: Battery Charger for Power Station application

SCHEDULE OF PARTICULARS AND GUARANTEES

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment supplied

All the tables are compulsory for completion, however table 2 will be considered for evaluation.

Table 1

ITEM	DESCRIPTION	Schedule A	Schedule B
1.1.	Battery charger information: a) manufacturer? b) country of origin? c) catalogue/type ?	State State State	
1.2.	Required number of copies of documentation (One in hardcopy and one in softcopy/on CD	Two	Required

Table 2

ITEM	DESCRIPTION	Schedule A	Schedule B
2.1	Detail of AC input:	400/230 (5kA)	Required
2.2.	Earthing of ac input	Solid earth	Required
2.3.	Overload and earth fault protection provided?	State	
2.4.	Input supply disconnect device provided?	State	
2.5	Type of disconnect required?	a) Switch	Requirement
2.6.	Surge protection required?	Required	Requirement
2.7.	Battery requirements	Sealed/vented Pb-acid/vented Ni-Cd	Requirement

ITEM	DESCRIPTION	Schedule A	Schedule B
	a) Nominal DC voltage. b) to e): Table 2 applies.	Item 4: 220 Item 5:110 Item 6: 24V	Requirement

	f) initial charge capability	Required	Requirement
2.8.	Type of battery	Sealed/vented Pb-acid/vented Ni-Cd	Requirement
2.9.	Ampere-hour capacity	Item 4:100 Item 5:100 Item 6:100	Requirement
2.10.	Voltage ranges	Table 2	Requirement
2.11.	Rated load current?	Item 4:25 Item 5:15 Item 6:25	Requirement
2.12.	Output voltage adjustment	Automatic	Requirement
2.13.	Maximum R.M.S. ripple voltage?	State	
2.14.	Maximum R.M.S. ripple current?	State	
2.15.	Limit of battery charging current?	Sealed/vented Pb-acid/vented Ni-Cd	
2.16.	Rated output current?	Sealed/vented Pb-acid/vented Ni-Cd	
2.17.	Type of DC earthing system?	Solid earth	Requirement
2.18.	Load to remain connected	Yes	
2.19.	Method of indicating abnormal conditions?	Both methods	Requirement
2.20.	Test facility for LED	Required	Requirement
2.21.	Alarm indicators to remain on till manually reset	Yes	Requirement
2.22.	Audible alarm requirements	Charger fail Low volt alarm Earth-fault alarm	Requirement Requirement
2.23.	Type of alarm display offered?	State	
2.24.	Number of alarm aux contacts offered?	State	
2.25.	Alarms, indicators and control functions offered for local and remote?	State	

ITEM	DESCRIPTION	Schedule A	Schedule B
2.26.	Detail of events logging database facility offered?	State	
2.27.	Detail of event logging functions provided?	State	
2.28.	Provide detail of lockout facilities recommended?	State	
2.29.	Detail of event logging memory?	State	
2.30.	RTU requirements for communication with master station having	DNP3 protocol	Requirement
2.31.	Type of instruments required	A.D. Volt & ammeter D.C. Volt-& dc ammeter	Requirement
2.32.	Type and accuracy offered if not 2% accuracy?	State	
2.33.	Transformers: electrostatic screen recommended?	State	
2.34.	Maximum noise level?	State	
2.35.	Enclosure type	Floor mounted	Requirement
2.36.	Access for cable	Bottom entry	Requirement
2.37.	Access for maintenance	Front	Requirement
2.38.	Enclosure lockable	Yes	Requirement
2.39.	Forced ventilation acceptable	No	Requirement
2.40.	Type of glands provided?	State	
2.41.	Standard for kiosk?	State	
2.42.	Fault level of a.c. input circuit; Battery?	5kA	Requirement
2.43.	Reverse connection protection offered?	State	
2.44.	Type of paint/coating offered?	State	
2.45.	Color of external surface	Grey F48	Requirement
2.46.	List of spares provided?	State	
2.47.	All spares guaranteed to be available for ten years from date of delivery	Yes	Requirement

ITEM	DESCRIPTION	Schedule A	Schedule B
2.48.	Test certificates: type- and routine test certificates submitted with tender?	Attach list of test	
2.49.	Guaranteed power efficiency?	State	
2.50.	Method of attaching labels?	State	
2.51.	Instruction labels required	Yes	Requirement
2.52.	Purchaser ID required	Yes	Requirement

SIGNATURE OF TENDERER:

ITEM 27-30: battery charger for Primary substation application

SCHEDULE OF PARTICULARS AND GUARANTEES

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment supplied

All the tables are compulsory for completion, however table 2 will be considered for evaluation.

Table 1

ITEM	DESCRIPTION	Schedule A	Schedule B
1.1	Battery charger information: a) manufacturer? b) country of origin? c) catalogue/type ?	State State State	
1.2.	Required number of copies of documentation (One in hardcopy and one in softcopy/on CD	Two	Requirement

Table 2

ITEM	DESCRIPTION	Schedule A	Schedule B
2.1.	Detail of a.c. input:	400/230 (5kA)	Requirement
2.2.	Earthing of ac input	Solid earth	Requirement
2.3.	Overload and earth fault protection provided?	State	
2.4.	Input supply disconnect device provided?	State	
2.5.	Type of disconnect required?	b) Switch	Requirement
2.6.	Surge protection required?	Required	Requirement

ITEM	DESCRIPTION	Schedule A	Schedule B
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2.7.	Battery requirements	Vented Lead acid Sealed Pb- acid/vented Ni-Cd	Requirement
	a) Nominal DC voltage. b) to e): Table 2 applies.	Item 7:110V	Requirement
	c) initial charge capability	Required	Requirement
2.8.	Type of battery	Vented Lead acid Sealed Pb- acid/vented Ni-Cd	Requirement
2.9.	Ampere-hour capacity	25	Requirement
2.10	Voltage ranges	Table 2	Requirement
2.11.	Rated load current?	25	Requirement
2.12.	Output voltage adjustment	Automatic	Requirement
2.13.	Maximum R.M.S. ripple voltage?	State	
2.14.	Maximum R.M.S. ripple current?	State	
2.15.	Limit of battery charging current?	Vented Lead acid Sealed Pb- acid/vented Ni-Cd	
2.16.	Rated output current?	Vented Lead acid Sealed Pb- acid/vented Ni-Cd	
2.17.	Type of DC earthing system?	Solid earth	Requirement
2.18.	Load to remain connected	Yes	
2.19.	Method of indicating abnormal conditions?	Both methods	Requirement
2.20.	Test facility for LED	Required	Requirement
2.21.	Alarm indicators to remain on till manually reset	Yes	Requirement
2.22.	Audible alarm requirements	Charger fail Low volt alarm Earth-fault alarm	Requirement Requirement Requirement
2.23.	Type of alarm display offered?	State	
2.24.	Number of alarm aux contacts offered?	State	
2.25.	Alarms, indicators and control functions offered for local and remote?	State	

ITEM	DESCRIPTION	Schedule A	Schedule B
2.26.	Detail of events logging database facility offered?	State	
2.27.	Detail of event logging functions provided?	State	
2.28.	Provide detail of lockout facilities recommended?	State	
2.29.	Detail of event logging memory?	State	
2.30.	RTU requirements for communication with master station having	DNP3 protocol	Requirement
2.31.	Type of instruments required	AC volt & ammeter DC volt-& dc ammeter	Requirement
2.32.	Type and accuracy offered if not 2% accuracy?	State	
2.33.	Transformers: electrostatic screen recommended?	State	
2.34.	Maximum noise level?	State	
2.35.	Enclosure type	Floor mounted	Requirement
2.36.	Access for cable	Bottom entry	Requirement
2.37.	Access for maintenance	Front	Requirement
2.38.	Enclosure lockable	Yes	Requirement
2.39.	Forced ventilation acceptable	No	Requirement
2.40.	Type of glands provided?	State	
2.41.	Standard for kiosk?	State	
2.42.	Fault level of a.c. input circuit; Battery?	5kA	Requirement
2.43.	Reverse connection protection offered?	State	
2.44.	Type of paint/coating offered?	State	
2.45.	Color of external surface	Grey F48	Requirement
2.46.	List of spares provided?	State	
2.47.	All spares guaranteed to be available for ten years from date of delivery	Yes	Requirement

ITEM	DESCRIPTION	Schedule A	Schedule B
2.48.	Test certificates: type- and routine test certificates submitted with tender?	Attach list of test	
2.49.	Guaranteed power efficiency?	State	
2.50.	Method of attaching labels?	State	
2.51.	Instruction labels required	Yes	Requirement
2.52.	Purchaser ID required	Yes	Requirement

SIGNATURE OF TENDERER:

Section 2

ITEM 31-38: Battery bank for a satellite substation: (110V and 32V system)

SCHEDULE OF PARTICULARS AND GUARANTEES

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment supplied

All the tables are compulsory for completion, however table 2 will be considered for evaluation.

Table 1

Item	DESCRIPTION	Schedule A	Schedule B
1.1	Detail of cells/battery offered		
	a) Battery manufacturer?	State	
	b) Country of manufacture?	State	
	c) Make type/model number of cell?	State	

Table 2

Item	DESCRIPTION	Schedule A	Schedule B
2.1.	Detail of cells/battery offered		
	a) Guarantee period of battery offered?	State	
	b) Life expectancy of battery?	State	
2.2.	Number of cells in battery for each type of battery?	State	
2.3.	Method used to indicate electrolyte level?	State	

Item	DESCRIPTION	Schedule A	Schedule B
2.4.	Grade of battery water recommended?	State	
2.5.	Volume of electrolyte reserve per cell?	State	
2.6.	Duty cycle Table C.2; Annex C and; c) of C.2 of Annex C	Continuous; Telecom and distribution	Requirement
2.7.	System particulars		
	a) normal load current: 220V system; 110V system; 24V system.	25A 15A 25A	Requirement Requirement Requirement
	b) nominal voltage	110 and 32	Requirement
	c) Float voltage per battery?	State	
	d) operating power/capacity (approx.)	100 each	Requirement
	e) type of charger-constant voltage	Yes	Requirement
2.8.	f) Minimum permissible operating voltage?	State	
2.9.	Rated battery capacity Current flow offered at:		
	a) Applicable discharge time?	State	
	b) Applicable reference electrolyte temp?	State	
	c) Applicable end-of-discharge voltage?	State	
2.10.	Calculations to support battery sizing?	State	
2.11.	Value of short-circuit current?	State	
2.12.	Relative density of electrolyte for charged new battery?	State	
2.13.	Voltage per cell in fully charged state?	State	
2.14.	For floating battery operation		
	a) Limits of electrolyte relative density?	State	
	b) Limits of individual cell voltage?	State	
2.15.	Recommended frequency of equalizing charges?	State	
2.16.	Expected life of battery?	State	

Item	DESCRIPTION	Schedule A	Schedule B
2.17.	End-of-life capacity?	State	
2.18.	Capacity deterioration with age?	State	
2.19.	Effects of maximum ripple current on battery life?	State	
2.20.	Cell type and construction		
2.21.	Material container is made?	State	
2.22.	Overall dimensions of container:	State	
	Height?	State	
	Width?	State	
	Depth?	State	
2.23.	Total mass of cell complete with electrolyte?	State	
2.24.	Battery voltage when fully charged	State	
2.25.	Battery voltage at 25 Deg C on 8-hour discharge at rated 8-hour current?	State	
2.26.	Battery operating voltages:		
	Discharged?	State	
	Normal float?	State	
	Boost charge?	State	
2.27.	Internal resistance of battery at 25C when fully charged (new condition):		
2.28.	Per cell?	State	
2.29.	Complete battery	State	
2.30.	Ampere-hour efficiency of new battery?	State	
2.31.	Watt-hour efficiency of new battery?	State	
2.32.	Maximum recommended charging current	State	
2.33.	Trickle charge to keep battery charged?	State	
2.34.	Battery stand and enclosure	Required	Requirement
2.35.	Stands to be located in:	Substation	Requirement

Item	DESCRIPTION	Schedule A	Schedule B
2.36.	Detail of enclosure and stand offered?	State	
2.37.	Type test results to be included in the tender and required for:	Required	
	a) Capacity test?	State	
	b) Suitability for floating battery operation?	State	
	c) Endurance cycle discharge test?	State	
	d) Charge retention test?	State	
	e) Short-circuit current test?	State	
	f) Internal resistance test?	State	
2.38.	Tests required to be performed as acceptance test?	Capacity test	Requirement
2.39.	Inspection required after delivery	Yes	Requirement
2.40.	List of maintenance equipment and tools recommended?	State	
2.41.	List of maintenance equipment and tools supplied		
	Inter-cell connections	Yes	Requirement
	Instruction card	Yes	Requirement
	Maintenance/Instruction manuals	Yes	Requirement
	Hydrometer	Yes	Requirement
	Cell voltmeter	Yes	Requirement
	Electrolyte test tube	Yes	Requirement
	Electrolyte thermometer	Yes	Requirement
	Cell bridging connector	Yes	Requirement
	In what condition is battery to be supplied?	Fully charged	Requirement
	Recommended maintenance program?	State	
2.42.	Quantity of maintenance/Instruction manuals	2	Requirement

Item	DESCRIPTION	Schedule A	Schedule B
2.43.	Recommendations for battery room?	State	

SIGNATURE OF TENDERER:

ITEM 39-42: Battery bank for a communal substation: 32V system

SCHEDULE OF PARTICULARS AND GUARANTEES

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment supplied

All the tables are compulsory for completion, however table 2 will be considered for evaluation.

Table 1

ITEM	DESCRIPTION	SCHEDULE A	SCHEDULE B
1.1.	Detail of cells/battery offered		
	a) Battery manufacturer?	State	
	b) Country of manufacture?	State	
	c) Make type/model number of cell?	State	

Table2

ITEM	DESCRIPTION	SCHEDULE A	SCHEDULE B
2.1	Detail of cells/battery offered		
	a) Guarantee period of battery offered?	State	
	b) Life expectancy of battery?	State	
	Number of cells in battery	State	
2.2.	Method used to indicate electrolyte level?	State	
2.3.	Grade of battery water recommended?	State	
2.4.	Volume of electrolyte reserve per cell?	State	
2.5.	Duty cycle	State	

ITEM	DESCRIPTION	SCHEDULE A	SCHEDULE B
	Application: Table C.2, Annex C and c) of C.2 of Annex C	Distribution sub	
	a) normal load current	1	Requirement
	b) nominal voltage	32	Requirement
	c) Float voltage per battery?	State	
2.6.	Rated battery capacity Current flow required	50	Requirement
2.7.	Reference electrolyte temp?	State	
2.8.	End-of-discharge voltage?	State	
2.9.	Minimum operating voltage?	State	
2.10.	Discharge curve supplied?	State	
2.11.	Limits for electrolyte relative density?	State	
2.12.	Limits for cell voltage?	State	
2.13.	For floating battery operation	State	
	a) Limits of electrolyte relative density?	State	
	b) Limits for cell voltage?	State	
2.14.	Recommended frequency of equalizing charges?	State	
2.15.	Expected life of battery?	State	
	End-of-life capacity?	State	
	Rate of capacity deterioration with age?	State	
2.16.	Short circuit current? Internal resistance?	State State	
2.17.	Effects of maximum ripple current on battery life?	State	
2.18.	Cell type and construction		
2.19.	Material of container is made?	State	
2.20.	Overall dimensions of container:		
	Height?	State	
	Width?	State	
	Depth?	State	

ITEM	DESCRIPTION	SCHEDULE A	SCHEDULE B
2.21	Total mass of cell complete with electrolyte?	State	
2.22.	Battery voltage when fully charged	State	
2.23	Battery voltage at 25 Deg C on 8-hour discharge at rated 8-hour current?	State	
2.24.	Battery operating voltages:		
	Discharged?	State	
	Normal float?	State	
	Boost charge?	State	
2.25.	Ampere-hour efficiency of new battery?	State	
2.26.	Watt-hour efficiency of new battery?	State	
2.27.	Maximum recommended charging current	State	
2.28.	Trickle charge to keep battery charged?	State	
2.29.	Battery stand and enclosure	Required	Requirement
2.30.	Place of installation	Substation	Requirement
2.31.	Detail of stand and enclosure offered?	State	
2.32.	Detail of maintenance equipment required?	State	
2.33.	Type test results	To be submitted with the tender	Requirement
	a) Capacity test?	State	
	b) Suitability for floating battery operation?	State	
	c) Endurance cycle discharge test?	State	
	d) Charge retention test?	State	
	e) Short-circuit current test?	State	
	f) Internal resistance test?	State	
2.34.	Inspection required after delivery	Yes	Requirement

ITEM	DESCRIPTION	SCHEDULE A	SCHEDULE B
2.35.	List of maintenance equipment and tools recommended?	State	
2.36.	List of maintenance equipment and tools supplied	State	
2.37.	Inter-cell connections	Yes	Requirement
2.38.	Instruction card	Yes	Requirement
2.39.	Maintenance/Instruction manuals	Yes	Requirement
	Hydrometer	Yes	Requirement
	Cell voltmeter	Yes	Requirement
	Electrolyte test tube	Yes	Requirement
	Electrolyte thermometer	Yes	Requirement
	Cell bridging connector	Yes	Requirement
	In what condition is battery to be supplied?	Fully charged	Requirement
2.40.	Recommended maintenance program?	State	
2.41.	Quantity of maintenance/Instruction manuals	2	Requirement
2.42.	Recommendations for battery room?	Sate	

SIGNATURE OF TENDERER:

ITEM 15-26: Battery bank for power station: 220, 110 and 24V system.

SCHEDULE OF PARTICULARS AND GUARANTEES

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment supplied

All the tables are compulsory for completion, however table 2 will be considered for evaluation.

Table 1

ITEM	DESCRIPTION	Schedule A	Schedule B
1.1	Detail of cells/battery offered		
	a) Battery manufacturer?	State	
	b) Country of manufacture?	State	
	c) Make type/model number of cell?	State	

Table 2

ITEM	DESCRIPTION	Schedule A	Schedule B
2.1.	Guarantee period of battery offered?	State	
2.2.	Life expectancy of battery?	State	
2.3.	Number of cells in battery	State	
2.4.	Method used to indicate electrolyte level?	State	
2.5.	Grade of battery water recommended?	State	
2.6.	Volume of electrolyte reserve per cell?	State	
2.7.	Duty cycle	State	

ITEM	DESCRIPTION	Schedule A	Schedule B
2.8.	Application: Table C.2, Annex C and; d) of C.2 of Annex C	Telecom, alarms; Medium load, normally floating	
	a) normal load current (refer chargers)	15/10/25	Requirement
2.9.	Rated battery capacity Current flow required	100/100/100	Requirement
	Discharge time?		
2.10.	Reference electrolyte temp?	State	
2.11.	End-of-discharge voltage?	State	
2.12.	Minimum operating voltage?	State	
2.13.	Discharge curve supplied?	State	
2.14.	Limits for electrolyte relative density?	State	
	Limits for cell voltage?	State	
	For floating battery operation		
	a) Limits of electrolyte relative density?	State	
	b) Limits for cell voltage?	State	
2.15.	Recommended frequency of equalizing charges?	State	
2.16.	Expected life of battery?	State	
	End-of-life capacity?	State	
	Rate of capacity deterioration with age?	State	
2.17.	Short circuit current? Internal resistance?	State State	
2.18.	Effects of maximum ripple current on battery life?	State	
2.19.	Cell type and construction		
2.20.	Overall dimensions of container:		

ITEM	DESCRIPTION	Schedule A	Schedule B
	Height?	State	
	Width?	State	
	Depth?	State	
2.21.	Total mass of cell complete with electrolyte?	State	
2.22.	Battery voltage when fully charged	State	
2.23.	Battery voltage at 25 Deg C on 8-hour discharge at rated 8-hour current?	State	
2.24.	Battery operating voltages:		
	a) Discharged?	State	
	b) Normal float?	State	
	c) Boost charge?	State	
2.25.	Ampere-hour efficiency of new battery?	State	
2.26.	Watt-hour efficiency of new battery?	State	
2.27.	Maximum recommended charging current	State	
2.28.	Trickle charge to keep battery charged?	State	
2.29.	Battery stand and enclosure	Required	Requirement
2.30.	Stands to be located in:	Substation	Requirement
2.31.	Detail of enclosure and stand offered?	State	
2.32.	Detail of maintenance equipment required?	State	
2.33.	Type test results	To be submitted with the tender	Requirement
	a) Capacity test?	State	
	b) Suitability for floating battery operation?	State	
	c) Endurance cycle discharge test?	State	

ITEM	DESCRIPTION	Schedule A	Schedule B
	d) Charge retention test?	State	
	e) Short-circuit current test?	State	
	f) Internal resistance test?	State	
2.34.	Inspection required after delivery	Yes	Requirement
2.35.	List of maintenance equipment and tools recommended?	State	
2.36.	List of maintenance equipment and tools supplied		
	Inter-cell connections	Yes	Requirement
	Instruction card	Yes	Requirement
	Maintenance/Instruction manuals	Yes	Requirement
	Hydrometer	Yes	Requirement
	Cell voltmeter	Yes	Requirement
	Electrolyte test tube	Yes	Requirement
	Electrolyte thermometer	Yes	Requirement
	Cell bridging connector	Yes	Requirement
	In what condition is battery to be supplied?	Fully charged	Requirement
	Recommended maintenance program?	State	
2.37.	Quantity of maintenance/Instruction manuals	2	Requirement
2.38.	Recommendations for battery room?	Sate	

SIGNATURE OF TENDERER:

ITEM 27-30: Battery bank for Sub transmission substation: 110V system.

SCHEDULE OF PARTICULARS AND GUARANTEES

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment supplied

All the tables are compulsory for completion, however table 2 will be considered for evaluation.

Table 1

ITEM	DESCRIPTION	Schedule A	Schedule B
1.1	Detail of cells/battery offered		
	a) Battery manufacturer?	State	
	b) Country of manufacture?	State	
	c) Make type/model number of cell?	State	

Table 2

ITEM	DESCRIPTION	Schedule A	Schedule B
2.1.	Guarantee period of battery offered?	State	
2.2.	Life expectancy of battery?	State	
2.3.	Number of cells in battery	State	
2.4.	Method used to indicate electrolyte level?	State	
2.5.	Grade of battery water recommended?	State	
2.6.	Volume of electrolyte reserve per cell?	State	
2.7.	Duty cycle	State	

ITEM	DESCRIPTION	Schedule A	Schedule B
2.8.	Application: Table C.2, Annex C and; d) of C.2 of Annex C	Telecom, alarms; Medium load, normally floating	
2.9.	a) normal load current (refer chargers)	25	Requirement
2.10.	Rated battery capacity Current flow required	> 135	Requirement
	Discharge time?		
2.11.	Reference electrolyte temp?	State	
2.12.	End-of-discharge voltage?	State	
2.13.	Minimum operating voltage?	State	
2.14.	Discharge curve supplied?	State	
2.15.	Limits for electrolyte relative density?	State	
	Limits for cell voltage?	State	
	For floating battery operation		
	a) Limits of electrolyte relative density?	State	
	b) Limits for cell voltage?	State	
2.16.	Recommended frequency of equalizing charges?	State	
2.17.	Expected life of battery?	State	
2.18.	End-of-life capacity?	State	
2.19.	Rate of capacity deterioration with age?	State	
2.20.	Short circuit current? Internal resistance?	State State	
2.21.	Effects of maximum ripple current on battery life?	State	
2.22.	Cell type and construction		
2.23.	Overall dimensions of container:		

ITEM	DESCRIPTION	Schedule A	Schedule B
	Height?	State	
	Width?	State	
	Depth?	State	
2.24.	Total mass of cell complete with electrolyte?	State	
2.25.	Battery voltage when fully charged	State	
2.26.	Battery voltage at 25 Deg C on 8-hour discharge at rated 8-hour current?	State	
2.27.	Battery operating voltages:		
	Discharged?	State	
	Normal float?	State	
	Boost charge?	State	
2.28.	Ampere-hour efficiency of new battery?	State	
2.29..	Watt-hour efficiency of new battery?	State	
2.30.	Maximum recommended charging current	State	
2.31.	Trickle charge to keep battery charged?	State	
2.32.	Battery stand and enclosure	Required	Requirement
2.33.	Non corrosive stands to be located in battery room	Substation	Requirement
2.34.	Detail of enclosure and stand offered (non-corrosive)?	State	
2.35.	Detail of maintenance equipment required?	State	
2.36.	Type test results	To be submitted with the tender	Requirement
	a) Capacity test?	State	
	b) Suitability for floating battery operation?	State	

ITEM	DESCRIPTION	Schedule A	Schedule B
	c) Endurance cycle discharge test?	State	
	d) Charge retention test?	State	
	e) Short-circuit current test?	State	
	f) Internal resistance test?	State	
2.37.	Inspection required after delivery	Yes	Requirement
2.38.	List of maintenance equipment and tools recommended?	State	
	List of maintenance equipment and tools supplied	Yes	Requirement
	Inter-cell connections	Yes	Requirement
	Instruction card	Yes	Requirement
	Maintenance/Instruction manuals	Yes	Requirement
	Hydrometer	Yes	Requirement
	Cell voltmeter	Yes	Requirement
	Electrolyte test tube	Yes	Requirement
	Electrolyte thermometer	Yes	Requirement
	Cell bridging connector	Yes	Requirement
	In what condition is battery to be supplied?	Fully charged	Requirement
	Recommended maintenance program?	State	
2.39.	Quantity of maintenance/Instruction manuals	2	Requirement
2.40.	Recommendations for battery room?	Sate	

SIGNATURE OF TENDERER:

DC DISTRIBUTION BOARDS:

SCHEDULE OF PARTICULARS AND GUARANTEES

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment supplied

All the tables are compulsory for completion, however table 2 will be considered for evaluation

Table 1

ITEM	DESCRIPTION	Schedule A	Schedule B
1.1	Detail of DC distribution Board offered		
	a) DC (Db) Board manufacturer?	State	
	b) Country of manufacture?	State	
	c) Make type/model number of cell?	State	

Table 2

ITEM	DESCRIPTION	Schedule A	Schedule B
2.	DC DISTRIBUTION BOARD (DC Db)	Separate wall mounted unit	
2.1	Minimum size of copper conductor between battery/charger unit and DC distribution board?	State	
2.2	Size of DC bus bars	State	
2.3	Busbar material	Copper	Requirement
2.4	Conductor size of outgoing cables?	State	
2.5	Number of poles and rating of main incoming moulded-case	80 A, 5kA DC	Requirement
	circuit-breaker on distribution board		

2.6	Current rating of double pole moulded-case circuit breakers to be provided on distribution board for outgoing circuits	20 A, 5kA DC	Requirement
2.7	Type and rating of MCB for incomers	80 A - DC	Requirement
2.8	Type and rating of MCB for feeders	20 A - DC	Requirement
2.9	Number of circuit-breakers to be provided for use on each busbar circuit:		
2.9.1	10 amp Circuit Breaker	10	Requirement
2.9.2	20 amp Circuit Breaker	10	Requirement
2.10	Terminal block Heavy duty?	State	
2.11	Auxiliary of switch?	State	
2.12	DIN Mounting rail?	State	
2.13	Intermediate plates?	State	
2.14	Mounting Terminals?	State	
2.16	Busbar insulator?	State	
2.17	Diode?	State	

SIGNATURE OF TENDERER:

16. ANNEXURE B

SCHEDULE OF BIDDER'S EXPERIENCE

A list of references where work of a similar nature was successfully undertaken by the contractor must be submitted in the table below. This table is to be completed and signed by the bidder. Bidders shall not leave this table blank. In the event that no references exist, the bidder shall indicate this by inserting the text "NONE" in the table. Leaving this table blank will invalidate the tender. A minimum of one (1) reference shall be acceptable.

The following is a statement of similar work successfully executed by myself / ourselves:

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER.	DESCRIPTION OF CONTRACT	VALUE OF CONTRACT (VAT INCL)	START AND END DATES
1. _____ (company) _____ (contact name) _____ (telephone)			
2. _____ (company) _____ (contact name)			

(telephone)			
3. (company) (contact name) (telephone)			

17.ANNEXURE C

SCHEDULE OF BIDDER'S QUALIFIED PERSONNEL

[illegible]

[illegible]

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	EEBU 05-2025.26	CLOSING DATE:	07 November 2025	CLOSING TIME:	10:00
DESCRIPTION	THE TENDER FOR THE SUPPLY, DELIVERY, OFFLOADING, INSTALLATION AND COMMISSIONING OF BATTERY CHARGERS AND BATTERIES, ALL COMPLETE WITH MILD STEEL ENCLOSURES IN CITY OF TSHWANE SUBSTATIONS AS AND WHEN REQUIRED OVER A 3-YEAR PERIOD.				
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)

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0002					
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	Supply Chain Management	CONTACT PERSON	Corrie Lemmer
CONTACT PERSON	Mulondi Rasekgala	TELEPHONE NUMBER	012 358 2414
TELEPHONE NUMBER	012 358 6636	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	EMAIL ADDRESS	corriel@tshwane.gov.za
EMAIL ADDRESS	mulondin@tshwane.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES ☐ NO ☐	
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES ☐ NO ☐	
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES ☐ NO ☐	
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES ☐ NO ☐	
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES ☐ NO ☐	
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.		

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....	Bid Number EEBU 05-2025.26
Closing Time 10:00	Closing Date 07 November 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
.....
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

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

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder	Bid number EEBU 05-2025.26
Closing Time 10:00	Closing Date 07 November 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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

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

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

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

3.9.1 If yes, furnish particulars.

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

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

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

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

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

2.2 If yes, provide particulars.

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

.....

4.1 Will any portion of goods or services be sourced from outside ***YES / NO**

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the **90/10** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**
The maximum points for this tender are allocated as follows:
- | | Points |
|--|------------|
| PRICE | 90 |
| SPECIFIC GOALS | 10 |
| TOTAL POINTS FOR PRICE AND SPECIFIC GOALS | 100 |
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10	
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Specific goals	90/10 preference point system	Number of points claimed (90/10 system) (To be completed by the tenderer)
BB-BEE score of companies - Level 1 - Level 2 - Level 3 - Level 4 - Level 5 - Level 6 - Level 7 - Level 8 - Non-compliant	4 Points 3.5 Points 3 Points 2.5 Points 2 Points 1.5 Points 1 Point 0.5 Points 0 Points	
EME and/ or QSE	1 Point	
At least 51% of Women-owned companies	1 Point	
At least 51% owned companies by People with disability	1 Point	
At least 51% owned companies by Youth	1 Point	
Local Economic Participation - City of Tshwane - Gauteng	2 Points 1 Point	

Specific goals	90/10 preference point system	Number of points claimed (90/10 system) (To be completed by the tenderer)
• National	1 Point	

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

CONTRACT FORM: PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **EEBU 05-2025.26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Specific Goals in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number dated for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
TRUE AND CORRECT.**

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

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **EEBU 05-2025.26**

THE TENDER FOR THE SUPPLY, DELIVERY, OFFLOADING, INSTALLATION AND COMMISSIONING OF BATTERY CHARGERS AND BATTERIES, ALL COMPLETE WITH MILD STEEL ENCLOSURES IN CITY OF TSHWANE SUBSTATIONS AS AND WHEN REQUIRED OVER A 3-YEAR PERIOD.

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
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7. Performance security
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34. Prohibition of restrictive practices

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 supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the 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 supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
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 in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services, services	13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (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 in SCC, 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.
	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 in SCC 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 in SCC, 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 in SCC.
	16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
	16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
	16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
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 in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract	18.1	No variation in or modification of the terms of the contract shall be made amendments except by written amendment signed by the parties concerned.
19. Assignment	19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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 supplies are required, or the supplier's services are not readily available.
- 21.5 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 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the 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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all

		reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	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.
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; the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 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 in SCC.
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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 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 the Competition Act No. 89 of 1998.
- 34.3 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.

SERVICE-LEVEL AGREEMENT

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

AND

Registration number: _____

Doc2 Version 1 1 March 2022

SERVICE-LEVEL AGREEMENT

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

A municipality, as described in Section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in Section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by Mr Johann Mettler in his/her capacity as City Manager duly authorised thereto under and by virtue of a resolution passed on 26 January 2012, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement.

(Herein referred to as the “**CITY**”)

AND

Registration number: _____

Herein represented by _____ in his/her capacity as _____ is duly authorised thereto under and by virtue of a resolution of the board passed on _____, a copy of which is annexed as Annexure A, and who by his/her signature hereto warrants that he/she is properly authorised to sign this agreement.

(Herein referred to as the “**SERVICE PROVIDER**”)

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ANNEXURE C: PAYMENT TERMS

RECORDAL:

WHEREAS the City requires various services to be provided or carried out and delivered at the service areas;

AND WHEREAS the City wishes to appoint the service provider;

AND WHEREAS the service provider wishes to provide such services;

AND WHEREAS the service provider has indicated that it has the necessary expertise, skills and capabilities to provide the service;

NOW THEREFORE, the parties have agreed to enter into this agreement, in terms of which the service provider shall provide the services in the service areas and/or delivery area, and provide maintenance and support thereof to the City in accordance with the terms and subject to the conditions of this agreement.

1. DEFINITIONS

Unless otherwise expressly stated, or if the context requires otherwise, the following words and expressions, when used in this agreement, including in this introduction, shall bear the following meanings ascribed to them:

- 1.1 **“Agreement”** means this service-level agreement and shall include any annexures, schedules, attachments, appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;
- 1.2 **“Business day”** means any day from Monday to Friday, excluding public holidays, as defined in the Public Holidays Act, 1994 (Act 36 of 1994), as amended from time to time;
- 1.3 **“Business week”** means five consecutive business days, excluding public holidays as defined in the Public Holidays Act, 1994;
- 1.4 **“City”** means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of Section 12 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998);
- 1.5 **“Contact persons”** means persons identified by the parties as persons who are responsible for the execution of the agreement and whose names are set out in Clause 35 below and who can be substituted in writing from time to time;
- 1.6 **“Contract price”** means the amount reflected as the contract price in Clause 9 below;
- 1.7 **“Contract period”** means the contract period as reflected in Clause 6 below;
- 1.8 **“Effective date”**, notwithstanding the signature date, means _____;
- 1.9 **“Intellectual property”** means patents, designs, know-how, copyright, trademarks and all rights having an equivalent or similar effect which may exist anywhere in the world, introduced and required by either party to give effect to their obligations under

this agreement, owned in whole or in part by, or licenced to either party before the commencement date or developed after the commencement date, and includes all further additions and improvements to the intellectual property, otherwise pursuant to this agreement;

- 1.10 **“Month”** means a calendar month;
- 1.11 **“Parties”** means the City of Tshwane and the service provider and “party” means either of these, as the context requires;
- 1.12 **“Services”** means services to be provided by the service provider to the City as detailed in Clause 8 below;
- 1.13 **“Service provider”** means _____, a company duly incorporated in accordance with the company laws of the Republic of South Africa with _____ company registration number: _____;
- 1.14 **“Signature date”** means the date of signature of this agreement by the party signing last;
- 1.15 **“Subcontract”** means any contract, agreement or proposed contract between the service provider and any third party whereby that third party agrees to provide to the service provider the services or any part thereof;
- 1.16 **“Subcontractor”** means the third party with whom the service provider enters into a subcontract;
- 1.17 **“Tax invoice”** means the document, as required by Section 20 of the Value-added Tax Act, 1991 (Act 89 of 1991), as amended from time to time;
- 1.18 **“VAT”** means value-added tax, as defined in terms of the Value-added Tax Act, 1991.

2. INTERPRETATION

- 2.1 Headings and subheadings are inserted for information purposes only and shall not be used in the interpretation of this agreement.
- 2.2 Unless the context clearly indicates a contrary intention, any word that connotes –
- 2.2.1 any singular shall be deemed to include a reference to the plural and *vice versa*;
- 2.2.2 any one gender shall be deemed to include a reference to any other gender; and
- 2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.
- 2.3 The expiry or termination of this agreement shall not affect provisions of this agreement, which expressly provide that they will operate after any such expiry or

termination of this agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this agreement, notwithstanding that the clauses themselves do not expressly provide for this.

- 2.4 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.
- 2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
- 2.6 Any reference to any legislation is a reference to such legislation as at the signature date and as amended or re-enacted from time to time.
- 2.7 If any provision in a definition is a substantive provision that confers any rights or imposing any obligations on any party, then, notwithstanding that it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this agreement.

3. APPOINTMENT

The City hereby appoints the service provider, who accepts such appointment, to provide the services in accordance with the terms and subject to the conditions of this agreement.

4. PURPOSE OF THE AGREEMENT

- 4.1 The purpose of this agreement is to –
 - 4.1.1 formalise and regulate the working relationship between the parties;
 - 4.1.2 set out the roles and responsibilities of the parties; and
 - 4.1.3 define process and procedures to be followed by the parties.

5. RELATIONSHIP

Nothing in this agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties. Furthermore, the service provider acknowledges and agrees that its status under this agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the City for any purpose whatsoever. The service provider shall have no authority or power to bind the City or to contract in the name of the City or create a liability against the City in any way or for any purpose.

6. DURATION

This agreement shall commence on the effective date and shall subsist for three years, unless terminated earlier or if there is extension on the contract, pursuant to Clause 32 below.

7. CONTACT PERSON

- 7.1 The work to be performed by the service provider hereunder will be supervised by City's contact person referred to in Clause 35 below.
- 7.2 The parties shall notify each other in writing from time to time of the details of the nominated contact person.
- 7.3 The contact persons shall liaise and update each other on the progress of the services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the services.
- 7.4 Either party may substitute a contact person at its discretion, provided that each party shall give the other party reasonable notice of such substitution and will provide replacement employees of equivalent ability.
- 7.5 Without derogating from the foregoing, should either party replace a contact person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of handover and overlap takes place, at its cost, between the new and the incumbent contact person.

8. SCOPE OF GENERAL SERVICES

The service provider shall, for the duration of this agreement, provide the services/goods set out in the scope of work and in accordance with the deliverables and milestones attached hereto as Annexure B, including but not limited to the maintenance and support services, as provided for in Clause 20 below.

9. PRICE AND PAYMENT

- 9.1 The City shall pay to the service provider the contract price per unit, payable in accordance with the terms of the appointment letter, attached hereto as Annexure C, and subject to deliverables.
- 9.2 All payments under this agreement shall be made by electronic fund transfer or other forms of payment as the parties may agree upon from time to time, upon receipt of valid and undisputed tax invoices and month-end statements together with the supporting documentation from the service provider, once the undisputed tax invoices or such portion of the tax invoices which are undisputed become due and payable.
- 9.3 All amounts and other sums payable in terms of this agreement and schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.
- 9.4 Unless otherwise provided in the schedules, valid tax invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by the City within 30 (thirty) days after the date of receipt by the City of the service provider's statement together with the relevant valid and undisputed tax invoice(s) and supporting documentation, but in any event no later than 90 (ninety) days of receipt of such statement.
- 9.5 Where the payment of any valid and undisputed tax invoice, or any part of the said tax invoice which is not in dispute, is not made by the due date, the service provider shall be entitled to charge interest on the outstanding amount, at the service

provider's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is fully paid.

- 9.6 There shall be no interest levied on a tax invoice that is in dispute between the parties.
- 9.7 The City shall pay the amount reflected on a tax invoice once the City's contact person has verified that the services set out in a schedule have been rendered and the tax invoice amount has been approved by the City.
- 9.8 All tax invoices shall be addressed to the City's contact person.
- 9.9 All payments shall be transferred by the City to the service provider electronically into the service provider's bank account, the details of which are as follows:

Bank: _____
Account type: _____
Account number: _____
Branch number: _____

- 9.10 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the service provider to the City. The City shall not be liable for any costs or damages suffered by the service provider as a result of such late payment.

10. PRICE RESTRUCTURING

- 10.1 The service provider shall be subject to a price review every year.
- 10.2 The City shall embark on a benchmarking exercise every 12 (twelve) months where the City shall benchmark the service provider's contract price against the prevailing market rates.
 - 10.3.1. In the event that it emerges that the service provider's charges regarding the contract price and other charges under this agreement are materially higher than the reasonable benchmark ascertained by the City or that the City can acquire similar services of a like quality from another supplier at a total delivered cost that is lower than the total delivered cost of the services acquired hereunder from the service provider, the City shall have the right to notify the service provider of such total delivered cost and the service provider shall have an opportunity to adjust the contract price and any other charges hereunder, on such a basis as to result in the same total delivered cost to the City, within 30 (thirty) calendar days of such notice.
 - 10.3.2. The City shall engage in price evaluation every 12 (twelve) months where the City shall reconsider the service provider's contract price against the
- 10.4 If the service provider fails to do so or cannot legally do so, the City may –

- 10.4.1 acquire the services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of the City and the service provider hereunder shall be reduced accordingly;
 - 10.4.2 terminate this agreement without any penalty, liability or further obligation; or
 - 10.4.3 continue under this agreement.
- 10.5 Within 30 (thirty) calendar days of a notice by the City or at any time the City so requests, the service provider shall certify in writing to the City that it is in compliance with this clause and shall provide all information that the City reasonably requests in order to verify such compliance.

11. SERVICE LEVELS

- 11.1 The service provider recognises that the City has entered into this agreement relying specifically on the service provider's representations regarding service levels including, *inter alia* –
- 11.1.1 capacity allocations in accordance with the service to be provided; and
 - 11.1.2 all work to be performed and services rendered under this agreement shall comply with industry norms and best practice acceptable within the services industry and shall be executed by the service provider to the total satisfaction of the City.
- 11.2 The service provider shall provide suitably qualified and trained employees to provide the services to the City in terms of this agreement, and shall allocate, in its discretion, employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the service provider shall not negatively impact the provision of the services by the service provider to the City. The service provider shall also allocate employees with the technical skill and knowledge on-site at the City at all times during normal working hours, if the City so requires.
- 11.3 Among others, the service provider shall comply with and provide the services as set out in Clause 8 above.

12. WITHHOLDING OF PERFORMANCE

The service provider may not, under any circumstances, including, without limitation, non-payment by the City, withhold any services from the City during the currency of this agreement, unless it validly terminates this agreement, in terms of Clause 32 below.

13. PENALTY

- 13.1 Should the service provider fail to comply with its obligations in terms of this agreement, the City may –

- 13.1.1 exercise its rights in terms of Clause 31 below; or
- 13.1.2 impose a penalty on the service provider.

- 13.1.3 The battery chargers and batteries are to be deliver at the City of Tshwane (City of Tshwane) as per official order
- 13.1.4 The following delivery schedules must be adhered to, as per system rating from receipt of an official order:
 - 13.1.4.1. 24V charger and battery system within 10 weeks
 - 13.1.4.2. 32V charger and battery system within 10 weeks
 - 13.1.4.3. 110V charger and battery system within 12 weeks
 - 13.1.4.4. 220V charger and battery system within 12 weeks
 - 13.1.4.5. DC distribution board within 10 weeks
 - 13.1.4.6. Repair and Maintenance: The successful bidder must have a fully operational workshop with in Gauteng to ensure that below- mentioned timeframes for repairs and maintenance are adhered for the tender period
 - 13.1.4.7. Repairs of the equipment must carry a six months warrantee
 - 13.1.4.8. Guaranteed turnaround time < 5 working days for repairs on a new item purchased by the city
 - 13.1.4.9. Guaranteed turnaround time < 15 working days for repairs on a older item sent for repairs

- 13.2 An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.
- 13.3 Should the City choose to impose a penalty on the service provider; the City shall provide the service provider with a written notice requiring the service provider to remedy the default within 7 (seven) days from the date of delivery of the notice.
- 13.4 Should the service provider fail to remedy the default within 7 (seven) days after receiving the notice, the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, to impose a penalty, which penalty shall be a deduction of 1% of the applicable purchase orders price, per 7 calendar days (or prorated portion thereof). For the avoidance of doubt, the penalty amount shall be 1% of the monies due for payment on the applicable purchase-order to the service provider per period of 7 calendar days (or prorated portion thereof) for the late delivery, in terms of Clause 9 above.
- 13.5 Should there be a dispute as to whether the failure to deliver was caused by the City or was the service provider's fault, such dispute shall be dealt with in accordance with Clause 33 below.

14. ACCESS

- 14.1 The City shall allow the service provider reasonable access to its premises, provided that –
 - 14.1.1 access is related to the services to be provided by the service provider; and
 - 14.1.2 the service provider adheres to all rules, regulations and instructions applicable at the City's premises.
- 14.2 The service provider is required to notify the City every month of employees who are to provide services at the service areas and/or delivery areas.
- 14.3 The City shall grant the service provider and/or its employees, referred in Clause 14.2 above, access to its premises to perform its obligations in terms of this agreement.
- 14.4 The service provider and its employees shall at all times, when entering the premises and/or service areas and/or delivery areas of the City, comply with all rules, laws, regulations and policies of the City.

15. ORDERS OF GOODS

- 15.1 The service provider's contact person shall advise the City in writing of the goods required to enable the service provider to render the services. On the order form, the service provider shall set out the quantity, description of goods and the anticipated date of delivery of the goods ("delivery date").
- 15.2 The City shall confirm the order in writing and authorise the service provider to order the goods necessary for the provision of the service.
- 15.3 All orders for goods ordered under Clause 15 shall be for the separate account of the City, the cost of which shall be invoiced to the City by the service provider upon confirmation of the order, in terms of Clause 15.2 above. The City shall not be obliged to order the goods from the service provider and shall be entitled to use any company that it deems most suitable for the provision of the goods.

16. DELIVERY OF GOODS

- 16.1 The service provider shall deliver the goods on the delivery date.
- 16.2 Should the service provider be unable to deliver the goods on the delivery date, the service provider shall inform the City of its inability to deliver the goods, the reason therefor, and shall provide the City with a reasonable alternative delivery date, which, in any event, shall not be more than 14 (fourteen) days from the original delivery date.
- 16.3 In the event that the service provider is unable to deliver the goods on the delivery date 3 (three) times in a period of 6 (six) months, the City shall be entitled to terminate this agreement by giving the service provider one (1) month's written notice to terminate.

- 16.4 Upon delivery of the goods by the service provider, the City's contact person shall sign the delivery document provided by the service provider as acknowledgement of receipt of the goods. Such acknowledgement of receipt shall not constitute an acceptance –
- 16.4.1 that the goods were received in good condition.
- 16.4.2 that the goods were free of any defects.
- 16.4.3 that the goods were fit for the purpose for which they were purchased; and/or
- 16.4.4 of any terms and conditions of the delivery document.
- 16.5 In the event that the City notifies the service provider, within 5 (five) business days, that the goods delivered are not in accordance with the order, the City shall be entitled to return the goods to the service provider at the service provider's cost and the service provider shall deliver the replacement goods ordered within 5 (five) business days of taking delivery of the defective goods.

17. DEFECTIVE GOODS OR LATENT PRODUCTS

- 17.1 The service provider shall verify whether the goods received are in order and without any defects.
- 17.2 In the event that the City realises that the goods have any defect, including (but not limited to) manufacture and/or latent defects, the City shall inform the service provider in writing within 5 (five) days of becoming aware of the defect ("Notice of Defect").
- 17.3 Upon receipt of the Notice of Defect, the service provider shall immediately deliver replacement goods to the City within 14 (fourteen) business days of receiving the Notice of Defect, referred to in Clause 17.2 above, and replace the defective goods.
- 17.4 The cost of returning and replacing the defective goods shall be borne by the service provider.
- 17.5 The service provider shall be responsible for the replacement amount of any parts of the goods that are to be replaced in terms of this agreement.

18. AMENDMENT OR CANCELLATION OF PURCHASE ORDER

The City is entitled to cancel an order, reschedule delivery of the goods or change the delivery area and delivery date on 14 (fourteen) days' written notice to the service provider.

19. INSPECTION

- 19.1 The City may, at any time, inspect the goods and/or service levels of the service provider in terms of this agreement.

- 19.2 If the City is, at any time, dissatisfied with the service levels, the City shall, within 7 (seven) days, notify the service provider in writing of the failure or default.
- 19.3 The service provider shall immediately upon receipt of written demand by the City remedy such failure or default, within 7 (seven) business days from the date of receipt of the notice, free of charge.
- 19.4 Should the service provider fail to remedy the failure or default referred to above, the City shall have the right to impose penalties as provided for in Clause 12 above or invoke the provisions of clauses and/or Clause 31 below.
- 19.4.1 To enable the City to determine whether the goods and/or services rendered in terms of this agreement are being complied with, the service provider shall –
- 19.4.1.1 provide the City with such information as it may reasonably require.
- 19.4.1.2 allow the City to inspect and take copies of any records of the service provider relating to the goods and/or services, including all hardware, software, data, information, visuals, procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence; or
- 19.4.1.3 allow the City or its authorised representatives to conduct interviews with any of the service provider's employees, subject to reasonable notice being given to the service provider.
- 19.5 Service provider to provide reasonable assistance**
- 19.5.1 Where any information is required for inspection in terms of this clause and the information is kept in a computer, the service provider shall give the City reasonable assistance required to facilitate inspection and obtain copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information.
- 19.5.2 Any information required to be provided to the City, pursuant to Clause 19, shall be provided by the service provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.
- 19.5.3 The cost of any inspection contemplated in terms of Clause 19 shall be for the account of the City unless any material irregularity or failure on the part of the service provider is determined by the City in the course of such inspection.
- 19.6 The inspection contemplated in this agreement will be conducted –
- 19.6.1 during normal business hours; and
- 19.6.2 where the circumstances justify it, on reasonable notice to the service provider, with the minimum interference in the provision of the services and the service provider's other operations.

20. MAINTENANCE AND SUPPORT

The essential and critical elements of the maintenance and support to be provided by the service provider to the City shall be detailed in the scope of work attached hereto as Annexure B.

21. TRAINING

If required, the service provider shall, after delivery and installation of the goods, and as part of maintenance and support, ensure that the City's nominated employees, from time to time, receive the required and necessary training relating to the nature, purpose and appropriate use of the goods.

22. SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

22.1 Service warranties

22.1.1 The service provider warrants that, in relation to each service provided in terms of this agreement, –

22.1.1.1 it has full capacity and authority to enter into and perform this agreement, and that this agreement is executed by duly authorised representatives of the service provider.

22.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the services in an expert manner.

22.1.1.3 it will discharge its obligations under this agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence.

22.1.1.4 all work performed and services rendered under this agreement shall comply with prevailing practice, standards and specifications within the industry.

22.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its personnel and for withholding and remitting income tax for its personnel in conformance with any applicable laws and regulations;

22.1.1.6 the use or possession by the City of any materials will not subject the City to any claim for infringement of any intellectual property rights of any third party;

22.1.1.7 it will, with promptness and diligence, and in a skilful manner and in accordance with the practices and professional standards of operations, perform services and/or deliver goods;

22.1.1.8 its services and/or goods will, in all aspects, comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;

- 22.1.1.9 it will use and adopt any standards, processes and procedures required under this agreement;
- 22.1.1.10 it shall employ suitably qualified and trained employees to provide the services and/or goods to the City and it shall allocate employees in accordance with the technical skills and knowledge required;
- 22.1.1.11 the goods and/or services will be free from any defects in material and workmanship;
- 22.1.1.12 it will maintain and cause to be maintained the highest standard of workmanship and care in undertaking the services and/or processing the goods;
- 22.1.1.13 it will maintain and cause to be maintained the highest standard of care and diligence in providing the services, maintenance and support;
- 22.1.1.14 it will ensure that all applicable laws are observed;
- 22.1.1.15 without derogating from the generality of the foregoing, it will strictly adhere to any or all laws, regulations and accepted procedures with regard to health, hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the goods; and
- 22.1.1.16 it guarantees that the goods shall be in good working condition for the 2 year warranty and/or maintenance period of the goods, and that the service provider shall be responsible for the costs of repair of the goods should the goods require to be repaired to their normal use.

22.2 Indemnity

22.2.1 The service provider hereby indemnifies the City against any claim which may be brought against the City by the service provider's personnel or a third party arising from the execution of this agreement or which arises against the City as a result of the service provider's breach of any of the provisions of this agreement. This is provided that the City notifies the service provider in writing within a reasonable time, and, in any event, no less than 14 (fourteen) business days of the City becoming aware of any such claim to enable the service provider to take steps to contest it. The City shall provide the service provider with such reasonable assistance as may be necessary to enable the service provider to defend the claim to the extent only that it is in a position to render such assistance. The service provider may, within 5 (five) business days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto. This is provided that the service provider indemnifies the City against all and any costs (including attorney and own client

costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

23. SERVICE PROVIDER'S PERSONNEL

23.1 Liability for criminal acts of employees

The service provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the service provider which arises within the course and scope of such employee's employment with the service provider.

23.2 Character of employees

23.2.1 Due to the confidential nature of certain aspects of the services and the position of trust which the service provider's employees will fulfil, the service provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons, who display the highest standards of personal integrity and honesty, and who have not, to their knowledge, been convicted of any crime.

23.2.2 The service provider shall, at its own cost, conduct all reasonable background checks into its employees before using them to provide the services in terms of this agreement.

23.3 The City shall conduct all reasonable background checks into the service provider's employees from time to time, where it deems it necessary to do so.

24. STATUTORY AND EMPLOYMENT ISSUES

24.1 The service provider shall comply with all employment legislation

24.1.1 The service provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, 1995 (Act 66 of 1995), the Basic Conditions of Employment Act, 1977 (Act 75 of 1997), the Employment Equity Act, 1998 (Act 55 of 1998) and any other applicable employment legislation currently in force.

24.1.2 The service provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the service provider shall immediately take all steps to remedy such contravention. If the City advises the service provider of any contravention of such legislation in writing, the service provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and result thereof.

24.2 **No employment**

The service provider warrants that none of its personnel shall be regarded as employees of the City. The service provider shall assist to defend and bear all costs in the event that the City is required to defend a claim, whether civil or employment related, instituted against it by the service provider's personnel should the City defend the matter. The service provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

24.3 Occupational Health and Safety Act, 1993

The service provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and it indemnifies the City against any claim which may arise in respect of such act by its personnel against the City.

25. SUBCONTRACTING

25.1 The service provider may not subcontract the whole of or any portion of the services in terms of this agreement to any third party without the prior consent of the City.

25.2 In the event the service provider wishes to subcontract the whole of or any portion of the services in terms of this agreement, it shall apply to the City in writing for consent to do so.

25.3 In its application, the service provider shall give the name of the subcontractor, the subcontractor's obligations, the proposed date of commencement of the subcontract, which shall include the fees payable to the subcontractor, and a report of the background security check on the subcontractor's suitability, financial and otherwise.

25.4 The City may, in its sole and absolute discretion, refuse consent to subcontract. In the event the City approves the subcontracting of the whole of or any portion of the services in terms of this agreement, –

25.4.1 the service provider shall ensure that the subcontractor's BBBEE level is equal or better than that of the service provider, its price is competitive and it has the capacity to provide the service;

25.4.2 such subcontracting shall not absolve the service provider from the responsibility of achieving the service levels or complying with its obligations in terms of this agreement, and the service provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such subcontracting;

25.4.3 the service provider shall, at all times, remain the sole point of contact for the City in respect of the acquisition of services by the City; and

25.4.4 no such subcontracting shall have any effect on the contract price and charges payable by the City to the service provider in terms of this agreement.

26. CONFIDENTIALITY

- 26.1 The service provider acknowledges that all information relating to the City's confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to, operating procedures, quality control procedures, approximate operation personnel requirements, descriptions, trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers and relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business ("confidential information") shall remain confidential and shall not be made known unless the City has given written consent to do so.
- 26.2 The information provided by the City in the context of this agreement is confidential information and the service provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.
- 26.3 The service provider undertakes to not disclose any such confidential information. However, there will be no obligation of confidentiality or restriction on use where –
- 26.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving party;
- 26.3.2 the information was already known to the receiving party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the parties or their affiliates; or
- 26.3.3 the information was received from a third party not in breach of an obligation of confidentiality.

27. INTELLECTUAL PROPERTY RIGHTS

- 27.1 All intellectual property rights of the contractor and/or third party vest in the contractor and/or third party, as appropriate.
- 27.2 All rights in the City name and logo remain the absolute property of the City.
- 27.3 The contractor warrants that no aspect of the services provided in terms thereof will infringe any patent, design, copyright, trademark, trade secret or other proprietary right of any third party.
- 27.4 The contractor shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any intellectual property rights.
- 27.5 In the event the City becomes aware of any such infringement, the contractor shall, at its cost, defend the City against any claim that the services infringe any such third party intellectual property rights, provided that the City gives notice to the contractor of such claim and the contractor controls the defence thereof. The contractor further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is

attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.

- 27.6 Should any claim be made against the City by any third party in terms of Clause 27.1 above, the City shall give the contractor written notice thereof within 3 (three) days of becoming aware of such claim to enable the contractor to take steps to contest it.
- 27.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the contractor shall, at its discretion and within 30 (thirty) days of the services having been found to infringe, at its own cost, –
- 27.7.1 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement;
 - 27.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement;
 - 27.7.3 alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
 - 27.7.4 withdraw the subject of infringement.

28. FORCE MAJEURE

- 28.1 For the purposes hereof, “*force majeure*” shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming *force majeure* and comprehended in the terms thereof.
- 28.2 If *force majeure* causes delays in or failure or partial failure of performance by a party of all or any of its obligations hereunder, this agreement shall be suspended for the period agreed in writing between the parties.
- 28.3 In the event of circumstances arising which the other party believes that it constitutes a *force majeure* (“the affected party”), such affected party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other party. The parties shall agree, in writing, to suspend the implementation of this agreement for a specific period (“agreed period”).
- 28.4 In the event that both parties reasonably believe that the affected party shall be unable to continue to perform its obligations after the agreed period, either party shall be entitled to terminate this agreement without further notice to the other party.
- 28.5 The party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall have given notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this agreement by a period equal to the time that its performance is so prevented.

29. CESSION

The service provider shall not be entitled to cede, assign or transfer in any other way and/or alienate its rights and obligations in terms of this agreement without the prior written consent of the City.

30. CHANGE OF CONTROL OR CIRCUMSTANCE

- 30.1 The service provider shall notify the City in writing of any change in the service provider's shareholding or membership or any change in the service provider's subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the service provider). The City may terminate this agreement upon becoming aware of such material change.
- 30.2 The parties agree that should there be a change, as envisaged in Clause 30.1 above, the service provider will no longer exist and a new third party or entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the service provider's rights and obligations in terms of this agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.
- 30.3 The service provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the service provider to provide the goods and/or services. In the event that any material change or circumstance occurs and the service provider fails to inform the City of such a change or circumstance, the service provider shall be deemed to have breached a material term of this agreement and the City shall be entitled to cancel the agreement on 1 (one) month's prior notice.

31. BREACH

- 31.1 Subject to Clause 30.3 above, should either party commit a breach of any term of this agreement ("the defaulting party") then the affected party ("aggrieved party") shall be entitled to inform the defaulting party in writing to remedy such failure or default within 5 (five) business days. Should the defaulting party fail to remedy the breach within 5 (five) business days after receipt of the notice, the aggrieved party shall be entitled, without prejudice to any of its rights under this agreement or law, to –
- 31.1.1 immediately terminate this agreement without giving written notice and claim damages (which shall include legal costs on an attorney or client scale);
- 31.1.2 request specific performance and claim damages (which shall include legal costs on an attorney or client scale); or
- 31.1.3 impose penalties as provided for in Clause 13 above.

32. EARLY TERMINATION

The City shall have the right to terminate this agreement by giving 30 (thirty) days' notice in writing to the service provider of its intention to terminate the agreement.

33. DISPUTES

- 33.1 Save for Clause 31 above or any other clause in this agreement which provides for its own remedy, should any dispute arise between the parties in respect of or pursuant to this agreement, including, without limiting the generality of the foregoing, any dispute relating to –
- 33.1.1 the interpretation of the agreement;
 - 33.1.2 the performance of any of the terms of the agreement;
 - 33.1.3 any of the parties' rights and obligations;
 - 33.1.4 any procedure to be followed;
 - 33.1.5 the termination or cancellation or breach of this agreement; or
 - 33.1.6 the rectification or repudiation of this agreement,
- any party may give the other party written notice of such dispute, in which event the provisions below shall apply.
- 33.2 Within 7 (seven) days of the declaration of such dispute, the parties' representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the parties may agree, either prior to or concurrently with arbitration) the provisions of Clause 33 shall apply.
- 33.3 If the parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either party may, on written notice to the other party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 1965 (Act 42 of 1965).
- 33.4 The arbitration shall be held under the provisions of the Arbitration Act, 1965 provided that the arbitration shall be –
- 33.4.1 at any place which the parties agree, in writing, to be mutually convenient; and
 - 33.4.2 in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.
- 33.5 If the arbitration is –
- 33.5.1 a legal matter, then the arbitrator shall be a practising advocate or a practising attorney of no less than 10 (ten) years' standing;
 - 33.5.2 an accounting matter, then the arbitrator shall be a practising chartered accountant of no less than 10 (ten) years' standing; and
 - 33.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.

- 33.6 Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the parties, by the president for the time being of the Law Society of the Northern Provinces.
- 33.7 Should the parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, it shall be deemed to be a dispute of a legal nature.
- 33.8 The arbitrator may –
- 33.8.1 investigate or cause to be investigated any matter, fact or thing which he/she considers necessary or desirable in connection with the dispute and, for that purpose, shall have the widest powers of investigating all documents and records of any party that have a bearing on the dispute;
 - 33.8.2 interview and question under oath the parties or any of their representatives;
 - 33.8.3 decide the dispute according to what he/she considers just and equitable in the circumstances; and
 - 33.8.4 make such award, including an award for specific performance, damages or otherwise, as he/she in his/her discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.
- 33.9 The arbitrator's decision and award shall be in writing with reasons and shall be subject to appeal by either party.
- 33.10 Subject to the provisions of Clause 33.9 above, the arbitrator's award may, on application by either party to a court of competent jurisdiction and after due notice is given to the other party, be made an order of court.
- 33.11 Notwithstanding the provisions of Clauses 33.1, 33.2, 33.3, 33.4, 33.5, 33.6 and 33.7 above, in the event of either party having a claim against the other party for a liquidated amount or an amount which arises from a liquid document, or for an interdict or other urgent relief, then the other party having such a claim shall be entitled to institute action therefor in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other party may dispute the claim.
- 33.12 The provisions of Clause 33 are severable from the rest of this agreement and shall remain in effect even where this agreement is terminated or cancelled for any reason.

34. LAWS AND JURISDICTION

- 34.1 This agreement shall be governed by and interpreted according to the law of the Republic of South Africa.

- 34.2 Each party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this agreement, including its termination. Each party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (in Pretoria)).

35. NOTICES AND COMMUNICATION

- 35.1 The Parties choose, as their respective *domicilium citandi et executandi* (hereinafter referred to as the “*domicilium*”) and for the delivery of any notices arising out of the agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communication of whatsoever nature (including the exercise of any option), the address, as set out below.

35.1.1 The City:

2nd Floor, Block D
Tshwane House
320 Madiba Street
Pretoria CBD
0001

Attention: _____
Telephone: _____
Fax: 086 214 9544
Email: _____

35.1.2 The service provider:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

- 35.2 Each party shall be entitled, from time to time, by written notice to the other party, to vary its *domicilium* to any other address, which is not a post office box or *poste restante*.

- 35.3 Any notice given and any payment made by any party to another party (hereinafter referred to as “the addressee”) which –

35.3.1 is delivered by hand during normal business hours of the addressee at the addressee’s *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

35.3.2 is posted by prepaid registered post to the addressee at the addressee’s *domicilium* shall be deemed, until the contrary is proved by the addressee,

to have been received on the 7th (seventh) day after the date of posting;
or

35.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.

35.4 Any notice or communication required or permitted in terms of this agreement shall be valid and effective only if in writing, but it shall be competent to give notice by facsimile.

35.5 Notwithstanding anything to the contrary in this agreement, a notice or communication actually received by one party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

36. GENERAL AND MISCELLANEOUS

36.1 Sole record of agreement

This agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

36.2 No amendment except in writing

No addition to, variation of or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant party to be of any effect.

36.3 Waivers

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

36.4 Survival of obligations

Any provision of this agreement which contemplates performance or observance subsequent to any termination or expiration of this agreement shall survive any termination or expiration of this agreement and continue in full force and effect.

36.5 Approvals and consents

An approval or consent given by a party under this agreement shall only be valid if in writing and shall not relieve the other party from the responsibility of complying with the requirements of this agreement nor shall it be construed as a waiver of any rights under this agreement, except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this agreement. Any alleged

waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant party to be of any effect.

37. EXECUTION

- 37.1 This agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.
- 37.2 The signatories to this agreement, by their signature, warrant their authority to enter into this agreement and the capacity of their principal, if signing in a representative capacity, to enter into this agreement.

Signed at on this day of 20.....

Witnesses:

1.

2.

For and on behalf of **the City of Tshwane
Metropolitan Municipality**
(duly represented by Mr Johann
Mettler)

Signed at on this day of 20.....

Witnesses:

1.

2.

For and on behalf of

(duly represented by

_____)

ANNEXURE A

RESOLUTION OF THE BOARD

Resolution by the board of directors of _____ (the
“company”) made at a meeting held at _____ on
_____ 20__.

NOTED: THAT _____ intends to enter into an agreement with the City of Tshwane Metropolitan Municipality in terms of which the company shall provide various services (the “agreement”) on the terms and subject to the conditions of the agreement to which this resolution is attached as Annexure A.

RESOLVED:

THAT the company approves and enters into the agreement on the terms and subject to the conditions of the agreement to which this resolution is attached.

THAT _____ in his/her capacity as a _____ of the company, be and is hereby authorised to negotiate, settle and sign the agreement attached hereto, and to sign all documentation and do all things necessary to give effect to the aforesaid resolutions on behalf of the company.

Read and confirmed

CHAIRPERSON/COMPANY SECRETARY

ANNEXURE B

SCOPE OF WORK

The Energy and Electricity Business Unit is responsible for providing the Tshwane communities with service delivery in the form of electricity. Batteries and chargers are required to provide continuous supply to the monitoring system of activities in the electricity sub-stations throughout the City of Tshwane's network.

The desired services to be offered by each Service Provider/s are:

- 1) Supply and Delivery of Battery Chargers.
- 2) Supply and Delivery of Battery banks.
- 3) Supply and Delivery of Battery banks.
- 4) Supply and Delivery of DC Distribution board with automatic and manual change over
- 5) Maintenance and Repair battery Chargers
- 6) Rewiring of vandalized 11kV Control Panel
- 7) Commissioning of rewired Medium Voltage panel

Delivery of these goods shall be at the Energy & Electricity Business Unit Depot in **1086 Market Street, Claremont Pretoria, 0051**

DELIVERABLES

SECTION 1. BATTERY CHARGERS

The following battery chargers, repair and maintenance are required:

- Item 1: Battery charger for Power stations: 220V supply.
- Item 2: Lithium-Ion Battery charger for Power stations: 220V
- Item 3: Battery charger for Power station: 110V supply.
- Item 4: Lithium-Ion Battery charger for Power station: 110V supply.
- Item 5: Battery charger for Power station: 24V supply.
- Item 6: Lithium-Ion Battery charger for Power station: 24V supply.
- Item 7: Battery charger for Primary substation: 110V supply
- Item 8: Lithium-Ion Battery charger for Primary substation: 110V supply
- Item 9: Battery charger for Satellite substations: 110V supply.
- Item 10: Lithium-Ion Battery charger for Satellite substation: 110V
- Item 11: Battery charger for Satellite substations: 32V supply.
- Item 12: Lithium-Ion Battery charger for Satellite substation: 32V
- Item 13: Battery charger for Communal substations: 32V supply.
- Item 14: Lithium-Ion Battery charger for Communal substations: 32V
- Item 15: Communication configuration and software update for existing units.
- Item 16: Repair and Maintenance
- Item 17: Installation of Battery Charger
- Item 18: Installation of Battery Bank

- Item 19: Load testing device for lead-acid battery but not limited to and must be compatible with batteries up to 150Ah
- Item 20: Rewiring of vandalized 11kV Main feeder Panel (including all wires, terminal-lugs and other materials required)
- Item 21: Rewiring of vandalized 11kV Ring feeder Panel (including all wires, terminal-lugs and other materials required)
- Item 22: Rewiring of vandalised 11kV Metering feeder Panel (including all wires, terminal-lugs and other materials required)
- Item 23: Commissioning of rewired Medium Voltage panel (including Trip test)
- Item 24: Safety File
- Item 25: Safety Officer
- Item 26: ARC PPE

SECTION 2: BATTERIES

Battery bank: Satellite substation: 110V

- Item 1: Vented-type stationary lead-acid cells and batteries
- Item 2: Sealed-type stationary lead-acid cells and batteries
- Item 3: Vented-type prismatic nickel-cadmium cells and batteries

Battery bank: Satellite substation: 32V

- Item 4: Vented-type stationary lead-acid cells and batteries
- Item 5: Sealed-type stationary lead-acid cells and batteries
- Item 6: Vented-type prismatic nickel-cadmium cells and batteries

Battery bank: Communal substation: 32V

- Item 7: Vented-type stationary lead-acid cells and batteries
- Item 8: Sealed-type stationary lead-acid cells and batteries
- Item 9: Vented-type prismatic nickel-cadmium cells and batteries

Battery bank: Power station: 220V

- Item 10: Vented-type stationary lead-acid cells and batteries
- Item 11: Sealed-type stationary lead-acid cells and batteries
- Item 12: Vented-type prismatic nickel-cadmium cells and batteries

Battery bank: Power station: 110V

- Item 13: Vented-type stationary lead-acid cells and batteries
- Item 14: Sealed-type stationary lead-acid cells and batteries
- Item 15: Vented-type prismatic nickel-cadmium cells and batteries

Battery bank: Power station: 24V

- Item 16: Vented-type stationary lead-acid cells and batteries
- Item 17: Sealed-type stationary lead-acid cells and batteries
- Item 18: Vented-type prismatic nickel-cadmium cells and batteries

Item 19: Load testing device for lead-acid battery but not limited to and must be compatible with batteries up to 150Ah.

Battery bank: Transmission substation: 110V

Item 20: Vented-type stationary lead-acid cells and batteries

Item 21: Sealed-type stationary lead-acid cells and batteries

Item 22: Vented-type prismatic nickel-cadmium cells and batteries

Item 23: Li-Fe Po4 Batteries (sizeable-cell voltage 3,25 with BMS to protect from overheating and charge voltages)

SECTION 3. - DC DISTRIBUTION BOARDS BATTERIES

Item 1: DC Distribution board 110V with automatic and manual change over

Item 2: DC Distribution board 110V with manual change over

ANNEXURE C

PAYMENT TERMS