



CLUSTER
TRADING SERVICES
UNIT
ETHEKWINI ELECTRICITY
DEPARTMENT
TECHNICAL SUPPORT

PROCUREMENT DOCUMENT
GOODS/SERVICES

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

Tender No: 32108-5E

Title: SUPPLY AND DELIVERY OF CONSTANT VOLTAGE CURRENT-LIMITED BATTERY CHARGERS AND ASSOCIATED STATIONARY LEAD-ACID BATTERY BANKS DURING A THIRTY-SIX MONTH PERIOD

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: [There will be no clarification meeting.](#)

General / Contractual: [Nyaniso Mliilo; Tel: 031 311 9422; eMail: Nyaniso.Mliilo@durban.gov.za](#)

Technical: [Nazeer Vawda; Tel: 031 311 9635; eMail: Nazeer.Vawda@durban.gov.za.](#)
[All email queries to be submitted by 03 July 2025 and consolidated question and answers to be uploaded on the website 10 July 2025.](#)

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box [located in the ground floor foyer of the Municipal Building, 166 KE Masinga Road \(Old Fort Road\), Durban](#) (and not any other municipal department), no later than:

Closing Date: [Friday, 18 July 2025](#)

Time: [11:00am](#)

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: [TECHNICAL SUPPORT](#)

Issued: [May 2025](#)

Document Version: [24/02/2023](#)

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES / NO
(circle applicable)

PROCUREMENT DOCUMENT (Goods/Services)**INDEX**

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SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY
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TENDER No.: 32108-5E

DESCRIPTION: **SUPPLY AND DELIVERY OF CONSTANT VOLTAGE CURRENT-LIMITED BATTERY CHARGERS AND ASSOCIATED STATIONARY LEAD-ACID BATTERY BANKS DURING A THIRTY-SIX MONTH PERIOD**

CLOSING DATE / TIME: Friday, 18 July 2025 at 11:00am

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

- the National Treasury's eTenders website (<https://www.etenders.gov.za/>), or
- the eThekwini Municipality's website (<https://www.durban.gov.za/pages/business/procurement>).

Electronically downloaded documentation should be printed by the tenderer.

Tenderers are required to be registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website: <https://ethekwivendor.durban.gov.za/>

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

 -

 -

Cell phone Number:

Facsimile Number:

Circle Applicable

Is your entity registered on the **eThekweni Municipality’s supplier database?** YES / NO

- **If YES insert** your PR Number: **PR**

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?** YES / NO

- **If YES, insert** your MAAA Number: **MAAA**

Insert a SARS Tax Compliance Status PIN

Is your entity VAT registered? YES / NO

- **If YES insert** Vat Registration Number:

Has a **Declaration of Municipal Fees** been submitted? YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted? YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted? YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted? YES / NO

Has a **Declaration of Bidder’s Past SCM Practices** (MBD 8) been submitted? YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted? YES / NO

Are you the accredited representative in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission. YES / NO

Signature of Tenderer: Date:

Name / Surname: (in block capitals)

Capacity under which this tender is signed:

SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)

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SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words “bid” and “tender”, and “bidder” and “tenderer” can be used interchangeably.
- (5) All definitions as defined in the **General Conditions of Contract** are applicable to these **Standard Conditions of Tender**. These definitions include:
 - “Closing time”
 - “Contract”
 - “Contract Price”
 - “Corrupt practice”
 - “Countervailing duties”
 - “Country of origin”
 - “Day”
 - “Delivery”
 - “Delivery ex stock”
 - “Delivery into consignees store or to his site”
 - “Dumping”
 - “Force majeure”
 - “Fraudulent practice”
 - “GCC”
 - “Goods”
 - “Imported content”
 - “Local content”
 - “Manufacture”
 - “Order”
 - “Project site”
 - “Purchaser”
 - “Republic”
 - “SCC”
 - “Services”
 - “Supplier”
 - “Tort”
 - “Turnkey”
 - “Written” or “in writing”
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality’s* opinion, would:
 - (a) Detrimentially affect the scope, quality, or performance of the services or supply identified in the Scope;
 - (b) Significantly change the *Municipality’s* or the *Tenderer’s* risks and responsibilities under the contract; or
 - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the **Standard Conditions of Tender** (Goods and Services), **Special Conditions of Tender (SCT)**, **General Conditions of Contract (GCC)** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the **Special Conditions of Contract (SCC)**, the **Occupational Health and Safety Act** (Act No. 85 of 1993), and the **eThekweni Code of Conduct**.

Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the **General Conditions of Contract** and **Special Conditions of Contract**. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

3. TENDER INFORMATION

- (1) **General**
 - (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
 - (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
 - (c) *Tenderers* may submit alternative solutions that, in the *Tenderer’s* opinion, are to the *Municipality’s* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.
- (2) **Obtaining Tender Documentation**

All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.
- (3) **Queries Relating to this Tender**

Queries can be directed to the person / Department as stated in the **SCT**.
- (4) **Briefing Session (Clarification Meeting)**

Details of the briefing session are stated in the **SCT**. Failure to attend a **compulsory** briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. Tenders will only be evaluated from those tendering entities appearing on the attendance list.

(5) Closing Date and Delivery of Tender Submissions

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the **SCT** not later than the **date and time** as stated in the **SCT**, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

(6) Tender Validity and Withdrawal of Tenders

Tenders must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the **SCT**. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

- (1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.
- (2) **Tax Compliance Status PIN / Tax Clearance Certificate:** SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
- (3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.
All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.
- (4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

(5) Municipal Bidding Documents (which includes):

- (a) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the *Municipality* involved in the evaluation process.
Regulation 44 of the Supply Chain Management Regulations states that a *Municipality* or *Municipal Entity* may not make any award to a person:
 - (i) Who is in the service of the state;
 - (ii) 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
 - (iii) Who is an advisor or consultant contracted with the *Municipality* or *municipal entity*.
Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the *Municipality* shall have the right to terminate the contract with immediate effect.
- (b) **MBD 5: Declaration for Procurement Above R10 Million (if applicable):** For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.
The *Municipality* reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the *Municipality*.
- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form 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.
- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) Official Tender Form (see Section 9)**(a) Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
 - State the name of the person(s);
 - State recognised trading name; and
 - State whether an owner, co-owner, proprietor, etc.

(b) Signing of Official Tender Form

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

(c) Authority of Signatory

Bidders are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

(d) Differences or Discrepancies

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

(6) Any additional Schedules, Forms, or Certificates as stated in the SCT.**5. INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

Bidders are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. SAMPLES

Bidders may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. MANUFACTURERS

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

Bidders who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. CLARIFICATION

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer* **must** supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. PRICING

Bidders would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

(1) Nett Prices

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

(2) Unit Prices

Bidders shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the **Conditions of Contract**.

(3) Firm Tenders

Bidders may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

(4) Value Added Tax (V.A.T)

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. ESTIMATED QUANTITIES

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

11. DELIVERY, RISK, PACKAGES, ETC

(1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.

(2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the **SCT**.

(3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.

(4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. RATES OF EXCHANGE

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the *Municipality*. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:
- Submit documentary proof of the rate of exchange; and
 - When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

13. IMPORT PERMITS

- (1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- (2) *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- (3) In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the *Tenderer*, unless otherwise provided for in the *SCT*.

14. EVALUATION PROCESS

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

Details of additional evaluation criteria, if applicable, are stated in the *SCT*.

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points (T_{EV}) in accordance with the following formula:
 $T_{EV} = N_{FO} + N_P$ where: N_{FO} : is the number of evaluation points awarded for the financial offer; and N_P : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

(1) Evaluation points awarded for the financial offer:

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

GOODS and SERVICES

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- (a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
- 80** where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.
- It is unclear** (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) **P_{max}** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **P_{min}** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **P_t** is the comparative offer of the *tender* offer under consideration.

(2) Evaluation points awarded for preference:

The **Specific Goals** for Preference Points are specified in the *SCT*.

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS

(1) Bribery

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

(2) Communication, Councillors and Officials

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

16. NEGOTIATIONS WITH PREFERRED BIDDERS

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:
 - Does not allow any preferred *Tenderer* a second or unfair opportunity;
 - Is not to the detriment of any other *Tenderer* ; and
 - Does not lead to a higher price than the *tender* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

17. CANCELLATION OF TENDER PROCESS

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

18. ACCEPTANCE OF BID

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer (s)* shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
 - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
 - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
 - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

19. PAYMENT and FACTORING

Payment conditions will be as per the **Conditions of Contract**.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

20 APPEALS

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;
eMail: Simone.Pillay@durban.gov.za.

SECTION 3: SPECIAL/ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

The **Standard Conditions of Tender** (Goods/Services) make several references to the **Special Conditions of Tender** (SCT) for details that apply specifically to this tender. The **Special Conditions of Tender** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Tender**.

Each item below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page and 83 pages.

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

Documents are issued by the eThekweni Municipality in electronic format.

Electronically downloaded documentation is obtainable from:

- the National Treasury's eTenders website
 - (<https://www.etenders.gov.za/>), or
- the eThekweni Municipality's website
 - (<https://www.durban.gov.za/pages/business/procurement>).

The entire document should be printed on A4 paper (one sided), and suitably bound by the Tenderer.

SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender

General and Contractual Queries are to be directed to:

Nyaniso Mlilo; Tel: 031 311 9422; eMail: Nyaniso.Mlilo@durban.gov.za

Technical Queries are to be directed to:

Nazeer Vawda; Tel: 031 311 9635; eMail: Nazeer.Vawda@durban.gov.za. All email queries to be submitted by 03 July 2025 and consolidated question and answers to be uploaded on the website 10 July 2025.

SCT 3(4) TENDER INFORMATION: Briefing Session

There will be no clarification meeting.

SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Building, 166 KE Masinga Road (Old Fort Road), Durban** (and not any other municipal department), no later than: **Friday, 18 July 2025 at 11:00am.**

Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email: supplier.selfservice@durban.gov.za

SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders

Tenders must hold good for 120 days following the date on which tenders are opened.

SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES

There are no additional returnable schedules or forms.

SCT 11(2) DELIVERY, RISK, PACKAGES, ETC

The cost of delivery shall be amortised into the bid price. No separate delivery costs shall be included. The specified delivery and off-loading point is eThekweni Electricity, Main Store, 11 Electron Road, (off Umgeni Road), Springfield, Durban.

SCT 13 IMPORT PERMITS

In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the Tenderer.

SCT 14 EVALUATION PROCESS**14.1 Eligibility, Price and Preference**

The procedure for the evaluation of responsive tenders is **ELIGIBILITY, PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

a) ELIGIBILITY

All Tender offers will be assessed for eligibility against the technical specification for each item detailed in **SECTION 7** and the **RETURNABLE DOCUMENTS** of **ACT 9**.

b) PRICE

The eligible Tender offers will then be reduced to a comparative **PRICE** schedule for each item detailed in **SECTION 8**.

c) PREFERENCE

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 5.1.

The battery chargers (items 1 to 4) and training for the respective chargers (items 5 to 8) shall be grouped together for the evaluation and award as follows:

Price A = [5 × Item 1 price] + Item 5 price

Price B = [5 × Item 2 price] + Item 6 price

Price C = [5 × Item 3 price] + Item 7 price

Price D = [5 × Item 4 price] + Item 8 price

Price A will be used for the evaluation and award of items 1 and 5.

Price B will be used for the evaluation and award of items 2 and 6.

Price C will be used for the evaluation and award of items 3 and 7.

Price D will be used for the evaluation and award of items 4 and 8.

The battery banks (items 9 to 12) and respective battery stands (items 13 to 16) shall be grouped together for the evaluation and award as follows:

Price E [108Ah] = (5 × Item 9 price [108Ah battery]) + (5 × Item 13 price [108Ah stand])

Price F [160Ah] = (10 × Item 10 price [160Ah battery]) + (5 × Item 14 price [160Ah stand])

Price G [220Ah] = (8 × Item 11 price [220Ah battery]) + (5 × Item 15 price [220Ah stand])

Price H [260Ah] = (8 × Item 12 price [260Ah battery]) + (5 × Item 16 price [260Ah stand])

Price E [108Ah] will be used for the evaluation and award of items 9 and 13.

Price F [160Ah] will be used for the evaluation and award of items 10 and 14.

Price G [220Ah] will be used for the evaluation and award of items 11 and 15.

Price H [260Ah] will be used for the evaluation and award of items 12 and 16.

Only bidders compliant for all items in each of the groups as above shall be considered for these items. This is to ensure compatibility of the items. Orders shall be placed on a per item basis.

Items 17 to 20 shall be evaluated separately.

14.2 Preference Point System and Specific Goals

The definitions as per the SCM Policy are applicable.

Preference Points (20) will be derived from points claimed on Returnable Document **MBD 6.1: "Preference Points Claim Form"** (in Section 4 of this procurement document) for the **Specific Goal(s)** as indicated on the table(s) below, and according to the specified **Goal Weightings**.

Ownership Goal

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Goal Weighting: 40%		
Ownership Categories	Criteria	80/20
Race: Black (100%)	0%	0
	>0% and <51%	8
	≥51% and <100%	15
	100%	20
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the Tenderer's status) <ul style="list-style-type: none"> • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. • B-BBEE Certificate of the tendering entity. • Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust. 		

RDP Goal: The promotion of South African owned enterprises

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Goal Weighting 40%	
Location	80/20
Not in South Africa	0
South Africa	5
KZN	10
EThekweni Municipality	20
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> • CSD report 	

RDP Goal: The promotion of export-oriented production to create jobs

The tendering entity's **Business Type**, in terms of the categories below, is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Goal Weighting 20%	
Local content and production	80/20
Retailer, wholesaler, distributor	10
Manufacturer	20
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> • SABS/ SANAS certification • CSD report • Confirmation from manufacturer in the form of official letter 	

3.2 **ADDITIONAL CONDITIONS OF TENDER (ACT)**

ACT 1 ELIGIBILITY – CSD REGISTRATION

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

ACT 2

Tenderers shall submit:

- a) full technical and descriptive information as detailed in **SECTION 7**;
- b) **RETURNABLE DOCUMENTS 1 to 13** and **DELIVERY PERIODS SCHEDULE** as detailed in **ACT 9**; and
- c) relevant technical datasheets for the tendered items.

ACT 3

The preferred Tenderers shall submit samples of the items offered for items 1 to 16 within 4 weeks of request, and items 17 to 20 within 1 week of request, by eThekweni Electricity. These samples shall be delivered to eThekweni Electricity, Protection and Test Branch, 2nd Floor, Control Building, 1 Jelf Taylor Crescent, Durban marked for attention of Renelle Maharaj – Chief Technician: DC Systems Division.

ACT 4

The samples submitted by Tenderers for each item shall be identical to the items offered on the respective **RETURNABLE DOCUMENTS 1 to 13** detailed in **ACT 9** and shall be labelled with the following information:

- a) Contract/Enquiry number;
- b) Name of Tenderer;
- c) Date of delivery; and
- d) Item number corresponding with the respective **RETURNABLE DOCUMENT**.

ACT 5

Tenderers shall bear full costs of the samples provided. EThekweni Municipality shall not be held liable for the costs incurred by the Tenderer.

ACT 6

EThekweni Electricity reserves the right to submit samples to tests as deemed reasonable and necessary. Tenderers shall collect and remove their samples 3 weeks of being notified to do so, failing which they will be deemed to have waived all rights to the samples and such samples not collected after one month from the date of such notification will become the property of the eThekweni Municipality for disposal or use at its discretion.

ACT 7 TENDER AWARD

The tender shall be awarded on a per item basis. EThekweni Municipality may accept more than one responsive tender per item. This may include, and is not limited to, the award of tenders where the tendered items are from different manufacturers. This may be done to mitigate risk of supply if deemed necessary. Orders shall be placed on the basis of price and availability.

ACT 8

Tenderers shall not bind eThekweni Municipality to any minimum quantity per order.

ACT 9 RETURNABLE DOCUMENTS, SCHEDULES AND DECLARATIONS

This section contains the following documents:

- a) **ITEM NO., DESCRIPTION, STOCK CODE AND ESTIMATED QUANTITY SCHEDULE** which serves for information purposes only;
- b) **RETURNABLE DOCUMENTS 1 to 13** which details the technical requirements for each item;
- c) **DELIVERY PERIODS SCHEDULE** which details eThekweni Electricity's initial and subsequent order delivery period requirements; and
- d) **BIDDING COMPANY CONTACT INFORMATION SCHEDULE** which details contact information for technical and contractual queries.

All documents under b), c) and d) above, shall be fully completed by the Tenderer and submitted with the bid documents. Clarification on the returnable documents may be sought with the Tenderer if necessary.

ITEM NO, DESCRIPTION, STOCK CODE AND ESTIMATED QUANTITY SCHEDULE

Item no.	Description	Stock code	Annual estimated quantity
1	110 V, 30 A battery charger. The charger requires the following number of fuse/link pairs: (a) 1 x 100 A circuit (b) 5 x 60 A circuits (c) 15 x 30 A circuits (d) 5 x 15 A circuits	107466	5
2	110 V, 50 A battery charger. The charger requires the following number of fuse/link pairs: (a) 1 x 100 A circuit (b) 5 x 60 A circuits (c) 15 x 30 A circuits (d) 5 x 15 A circuits	107474	5
3	220 V, 30 A battery charger. The charger requires the following number of fuse/link pairs: (a) 1 x 100 A circuit (b) 5 x 60 A circuits (c) 15 x 30 A circuits (d) 5 x 15 A circuits	107482	5
4	220 V, 50 A battery charger. The charger requires the following number of fuse/link pairs: (a) 1 x 100 A circuit (b) 5 x 60 A circuits (c) 15 x 30 A circuits (d) 5 x 15 A circuits	107490	5
5	Operational, maintenance and fault finding training for 110 V, 30 A battery charger unit (for item 1)	Service Order	1
6	Operational, maintenance and fault finding training for 110 V, 50 A battery charger unit (for item 2)	Service Order	1
7	Operational, maintenance and fault finding training for 220 V, 30 A battery charger unit (for item 3)	Service Order	1
8	Operational, maintenance and fault finding training for 220 V, 50 A battery charger unit (for item 4)	Service Order	1
9	110 V, 108 Ah rod plate construction battery bank including connectors	103051	5
10	110 V, 160 Ah rod plate construction battery bank including connectors	103044	10
11	110 V, 220 Ah rod plate construction battery bank including connectors.	103036	8
12	110 V, 260 Ah rod plate construction battery bank including connectors.	103028	8
13	Polywood battery stand suitable for 110 V, 108 Ah battery bank	108415	5
14	Polywood battery stand suitable for 110 V, 160 Ah battery bank	108423	5
15	Polywood battery stand suitable for 110 V, 220 Ah battery bank	108431	5
16	Polywood battery stand suitable for 110 V, 260 Ah battery bank	108449	5
17	BMS upgrade kit for Silicone Engineering model 110 V, 30 A and 50 A battery chargers	TBA	10
18	BMS upgrade kit for Silicone Engineering model 220 V, 30 A and 50 A battery chargers	TBA	5
19	Hydrogen gas detection system	TBA	5
20	Recombination vent plug	TBA	300

RETURNABLE DOCUMENT 1

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 1: 110 V, 30 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Specification to which charger complies to?	SANS 1652	
5	Input a.c. supply details to charger		
5.1	Supply voltage	Single or three phase	V
5.2	Frequency	50 Hz \pm 2,5 Hz	Hz
6	Output d.c. supply details from charger		
6.1	Voltage	110 V	V
6.2	Maximum charging current	30 A	A
7	Auto-boost charge		
7.1	Recommended low voltage to initiate auto-boost charge	1,95 V/cell	V/cell
7.2	Predetermined time interval to initiate auto-boost	every 28 days	
7.3	Preset voltage level to revert battery charger back to float	2,40 V/cell	V/cell
7.4	Maximum time after preset voltage has been reached to revert to float if current facilities are not used	Instantaneously when the voltage in 7.3 has been reached	
8	Charging facilities		
8.1	Recommended permissible deviation from preselected voltage levels		%
8.2	Maximum recommended float current		A
8.3	Minimum recommended float current		A
8.4	Range of current selection for initial/commissioning charge of a battery		A
8.5	Maximum ripple current		5 % of charging current

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 1 continued

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 1: 110 V, 30 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
9	Voltage setting range		
9.1	Minimum voltage setting range for total battery float voltage, auto-boost, over-voltage and under-voltage relays		
9.2	Guaranteed maximum permissible deviation from the preselected value for the specified conditions	± 2 %	%
10	Terminals to meet requirements of clause 3.9.7 of the technical specification and shall be spring loaded	Yes	*Yes/No
11	Miniature circuit breakers		
11.1	Manufacturer		
11.2	Manufacturer's reference number		
11.3	Specification to which MCBs comply	SANS 556-1/ SANS 60947-2/ VC 8036	
12	Earthing conductor size	4 mm ²	
13	Battery control and monitoring system provided as per clause 3.6.12	Yes	*Yes/No
14	Number of fuse/link pairs for d.c. circuits	a) 1 × 100 A circuit b) 5 × 60 A circuits c) 15 × 30 A circuits d) 5 × 15 A circuits	

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 1 continued

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 1: 110 V, 30 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
15	Alarms		
15.1	a.c. fail alarm	Yes	*Yes/No
15.2	Charger output fuse fail alarm	Yes	*Yes/No
15.3	Charger output fail alarm	Yes	*Yes/No
15.4	Load over-voltage alarm	Yes	*Yes/No
15.5	Battery over-voltage alarm	Yes	*Yes/No
15.6	Output ripple voltage alarm	Yes	*Yes/No
15.7	Battery test fail alarm	Yes	*Yes/No
15.8	Auto-boost abnormal alarm	Yes	*Yes/No
15.9	Controller fail alarm	Yes	*Yes/No
15.10	Earth fault alarm	Yes	*Yes/No
15.11	Float charge indication	Yes	*Yes/No
15.12	Auto-boost charge indication	Yes	*Yes/No
15.13	Load voltage limit operation	Yes	*Yes/No
15.14	BMS fail alarm	Yes	*Yes/No
16	Cubicle		
16.1	Height	Maximum 2 000 mm	
16.2	Width	Maximum 900 mm	
16.3	Depth	Maximum 700 mm	
16.4	Mass		
16.5	Gauge of steel	1,6 mm	
16.6	Details of corrosion protection supplied with bid	Yes	*Yes/No
16.7	Warranty of battery charger against corrosion	1 year	
16.8	Outside colour of cubicle	Eau-de-nil	
16.9	Inside colour of cubicle	White	
16.10	Colour of base	Black	
16.11	Cubicle construction as per clause 3.9.1	Yes	*Yes/No

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 1 concluded

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 1: 110 V, 30 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
17	a.c. mains failure protection as per clause 3.6.2	Yes	*Yes/No
18	Voltage surge protection as per clause 3.6.4	Yes	*Yes/No
19	Type of electrolytic capacitors used?	Solid aluminium or solid tantalum	
20	Type of non-electrolytic capacitors used?	Metallised polycarbonate or silvered ceramic type	
21	Type of resistors used?	See clause 3.8.3	
22	Component layout as per clause 3.9.5	Yes	*Yes/No
23	BMS flush mounted and accessible from the front without the need to open the door	Yes	*Yes/No
24	All wiring as per clause 3.9.6	Yes	*Yes/No
25	Wiring schematics supplied with each charger	Yes	*Yes/No
26	Operating and maintenance manual supplied with each charger	Yes	*Yes/No
27	Routine test certificates supplied with each charger	Yes	*Yes/No

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 2

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 2: 110 V, 50 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Specification to which charger complies to?	SANS 1652	
5	Input a.c. supply details to charger		
5.1	Supply voltage	Single or three phase	V
5.2	Frequency	50 Hz \pm 2,5 Hz	Hz
6	Output d.c. supply details from charger		
6.1	Voltage	110 V	V
6.2	Maximum charging current	50 A	A
7	Auto-boost charge		
7.1	Recommended low voltage to initiate auto-boost charge	1,95 V/cell	V/cell
7.2	Predetermined time interval to initiate auto-boost	every 28 days	
7.3	Preset voltage level to revert battery charger back to float	2,40 V/cell	V/cell
7.4	Maximum time after preset voltage has been reached to revert to float if current facilities are not used	Instantaneously when the voltage in 7.3 has been reached	
8	Charging facilities		
8.1	Recommended permissible deviation from preselected voltage levels		%
8.2	Maximum recommended float current		A
8.3	Minimum recommended float current		A
8.4	Range of current selection for initial/commissioning charge of a battery		A
8.5	Maximum ripple current		5 % of charging current

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 2 continued

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 2: 110 V, 50 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
9	Voltage setting range		
9.1	Minimum voltage setting range for total battery float voltage, auto-boost, over-voltage and under-voltage relays		%
9.2	Guaranteed maximum permissible deviation from the preselected value for the specified conditions	± 2 %	%
10	Terminals to meet requirements of clause 3.9.7 of the technical specification and shall be spring loaded	Yes	*Yes/No
11	Miniature circuit breakers		
11.1	Manufacturer		
11.2	Manufacturer's reference number		
11.3	Specification to which MCBs comply	SANS 556-1/ SANS 60947-2/ VC 8036	
12	Earthing conductor size	4 mm ²	
13	Battery control and monitoring system provided as per clause 3.6.12	Yes	*Yes/No
14	Number of fuse/link pairs for d.c. circuits	a) 1 × 100 A circuit b) 5 × 60 A circuits c) 15 × 30 A circuits d) 5 × 15 A circuits	

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 2 continued

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 2: 110 V, 50 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
15	Alarms		
15.1	a.c. fail alarm	Yes	*Yes/No
15.2	Charger output fuse fail alarm	Yes	*Yes/No
15.3	Charger output fail alarm	Yes	*Yes/No
15.4	Load over-voltage alarm	Yes	*Yes/No
15.5	Battery over-voltage alarm	Yes	*Yes/No
15.6	Output ripple voltage alarm	Yes	*Yes/No
15.7	Battery test fail alarm	Yes	*Yes/No
15.8	Auto-boost abnormal alarm	Yes	*Yes/No
15.9	Controller fail alarm	Yes	*Yes/No
15.10	Earth fault alarm	Yes	*Yes/No
15.11	Float charge indication	Yes	*Yes/No
15.12	Auto-boost charge indication	Yes	*Yes/No
15.13	Load voltage limit operation	Yes	*Yes/No
15.14	BMS fail alarm	Yes	*Yes/No
16	Cubicle		
16.1	Height	Maximum 2 000 mm	
16.2	Width	Maximum 900 mm	
16.3	Depth	Maximum 700 mm	
16.4	Mass		
16.5	Gauge of steel	1,6 mm	
16.6	Details of corrosion protection supplied with bid	Yes	*Yes/No
16.7	Warranty of battery charger against corrosion	1 year	
16.8	Outside colour of cubicle	Eau-de-nil	
16.9	Inside colour of cubicle	White	
16.10	Colour of base	Black	
16.11	Cubicle construction as per clause 3.9.1	Yes	*Yes/No

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 2 concluded

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 2: 110 V, 50 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
17	a.c. mains failure protection as per clause 3.6.2	Yes	*Yes/No
18	Voltage surge protection as per clause 3.6.4	Yes	*Yes/No
19	Type of electrolytic capacitors used?	Solid aluminium or solid tantalum	
20	Type of non-electrolytic capacitors used?	Metallised polycarbonate or silvered ceramic type	
21	Type of resistors used?	See clause 3.8.3	
22	Component layout as per clause 3.9.5	Yes	*Yes/No
23	BMS flush mounted and accessible from the front without the need to open the door	Yes	*Yes/No
24	All wiring as per clause 3.9.6	Yes	*Yes/No
25	Wiring schematics supplied with each charger	Yes	*Yes/No
26	Operating and maintenance manual supplied with each charger	Yes	*Yes/No
27	Routine test certificates supplied with each charger	Yes	*Yes/No

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 3

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 3: 220 V, 30 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Specification to which charger complies to?	SANS 1652	
5	Input a.c. supply details to charger		
5.1	Supply voltage	Single or three phase	V
5.2	Frequency	50 Hz \pm 2,5 Hz	Hz
6	Output d.c. supply details from charger		
6.1	Voltage	220 V	V
6.2	Maximum charging current	30 A	A
7	Auto-boost charge		
7.1	Recommended low voltage to initiate auto-boost charge	1,95 V/cell	V/cell
7.2	Predetermined time interval to initiate auto-boost	every 28 days	
7.3	Preset voltage level to revert battery charger back to float	2,40 V/cell	V/cell
7.4	Maximum time after preset voltage has been reached to revert to float if current facilities are not used	Instantaneously when the voltage in 7.3 has been reached	
8	Charging facilities		
8.1	Recommended permissible deviation from preselected voltage levels		%
8.2	Maximum recommended float current		A
8.3	Minimum recommended float current		A
8.4	Range of current selection for initial/commissioning charge of a battery		A
8.5	Maximum ripple current		5 % of charging current

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 3 continued

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 3: 220 V, 30 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
9	Voltage setting range		
9.1	Minimum voltage setting range for total battery float voltage, auto-boost, over-voltage and under-voltage relays		%
9.2	Guaranteed maximum permissible deviation from the preselected value for the specified conditions	± 2 %	%
10	Terminals to meet requirements of clause 3.9.7 of the technical specification and shall be spring loaded	Yes	*Yes/No
11	Miniature circuit breakers		
11.1	Manufacturer		
11.2	Manufacturer's reference number		
11.3	Specification to which MCBs comply	SANS 556-1/ SANS 60947-2/ VC 8036	
12	Earthing conductor size	4 mm ²	
13	Battery control and monitoring system provided as per clause 3.6.12	Yes	*Yes/No
14	Number of fuse/link pairs for d.c. circuits	a) 1 × 100 A circuit b) 5 × 60 A circuits c) 15 × 30 A circuits d) 5 × 15 A circuits	

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 3 continued

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 3: 220 V, 30 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
15	Alarms		
15.1	a.c. fail alarm	Yes	*Yes/No
15.2	Charger output fuse fail alarm	Yes	*Yes/No
15.3	Charger output fail alarm	Yes	*Yes/No
15.4	Load over-voltage alarm	Yes	*Yes/No
15.5	Battery over-voltage alarm	Yes	*Yes/No
15.6	Output ripple voltage alarm	Yes	*Yes/No
15.7	Battery test fail alarm	Yes	*Yes/No
15.8	Auto-boost abnormal alarm	Yes	*Yes/No
15.9	Controller fail alarm	Yes	*Yes/No
15.10	Earth fault alarm	Yes	*Yes/No
15.11	Float charge indication	Yes	*Yes/No
15.12	Auto-boost charge indication	Yes	*Yes/No
15.13	Load voltage limit operation	Yes	*Yes/No
15.14	BMS fail alarm	Yes	*Yes/No
16	Cubicle		
16.1	Height	Maximum 2 000 mm	
16.2	Width	Maximum 900 mm	
16.3	Depth	Maximum 700 mm	
16.4	Mass		
16.5	Gauge of steel	1,6 mm	
16.6	Details of corrosion protection supplied with bid	Yes	*Yes/No
16.7	Warranty of battery charger against corrosion	1 year	
16.8	Outside colour of cubicle	Eau-de-nil	
16.9	Inside colour of cubicle	White	
16.10	Colour of base	Black	
16.11	Cubicle construction as per clause 3.9.1	Yes	*Yes/No

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 3 concluded

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 3: 220 V, 30 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
17	a.c. mains failure protection as per clause 3.6.2	Yes	*Yes/No
18	Voltage surge protection as per clause 3.6.4	Yes	*Yes/No
19	Type of electrolytic capacitors used?	Solid aluminium or solid tantalum	
20	Type of non-electrolytic capacitors used?	Metallised polycarbonate or silvered ceramic type	
21	Type of resistors used?	See clause 3.8.3	
22	Component layout as per clause 3.9.5	Yes	*Yes/No
23	BMS flush mounted and accessible from the front without the need to open the door	Yes	*Yes/No
24	All wiring as per clause 3.9.6	Yes	*Yes/No
25	Wiring schematics supplied with each charger	Yes	*Yes/No
26	Operating and maintenance manual supplied with each charger	Yes	*Yes/No
27	Routine test certificates supplied with each charger	Yes	*Yes/No

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 4

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 4: 220 V, 50 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Specification to which charger complies to?	SANS 1652	
5	Input a.c. supply details to charger		
5.1	Supply voltage	Single or three phase	V
5.2	Frequency	50 Hz \pm 2,5 Hz	Hz
6	Output d.c. supply details from charger		
6.1	Voltage	220 V	V
6.2	Maximum charging current	50 A	A
7	Auto-boost charge		
7.1	Recommended low voltage to initiate auto-boost charge	1,95 V/cell	V/cell
7.2	Predetermined time interval to initiate auto-boost	every 28 days for eight hours	
7.3	Preset voltage level to revert battery charger back to float	2,40 V/cell	V/cell
7.4	Maximum time after preset voltage has been reached to revert to float if current facilities are not used	Instantaneously when the voltage in 7.3 has been reached	
8	Charging facilities		
8.1	Recommended permissible deviation from preselected voltage levels		%
8.2	Maximum recommended float current		A
8.3	Minimum recommended float current		A
8.4	Range of current selection for initial/commissioning charge of a battery		A
8.5	Maximum ripple current		5 % of charging current

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 4 continued

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 4: 220 V, 50 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
9	Voltage setting range		
9.1	Minimum voltage setting range for total battery float voltage, auto-boost, over-voltage and under-voltage relays		%
9.2	Guaranteed maximum permissible deviation from the preselected value for the specified conditions	± 2 %	%
10	Terminals to meet requirements of clause 3.9.7 of the technical specification and shall be spring loaded	Yes	*Yes/No
11	Miniature circuit breakers		
11.1	Manufacturer		
11.2	Manufacturer's reference number		
11.3	Specification to which MCBs comply	SANS 556-1/ SANS 60947-2/ VC 8036	
12	Earthing conductor size	4 mm ²	
13	Battery control and monitoring system provided as per clause 3.6.12	Yes	*Yes/No
14	Number of fuse/link pairs for d.c. circuits	a) 1 × 100 A circuit b) 5 × 60 A circuits c) 15 × 30 A circuits d) 5 × 15 A circuits	

*Delete whichever is not applicable

BIDDING COMPANY: _____
 NAME: _____ SIGNED: _____
 CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 4 continued

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 4: 220 V, 50 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
15	Alarms		
15.1	a.c. fail alarm	Yes	*Yes/No
15.2	Charger output fuse fail alarm	Yes	*Yes/No
15.3	Charger output fail alarm	Yes	*Yes/No
15.4	Load over-voltage alarm	Yes	*Yes/No
15.5	Battery over-voltage alarm	Yes	*Yes/No
15.6	Output ripple voltage alarm	Yes	*Yes/No
15.7	Battery test fail alarm	Yes	*Yes/No
15.8	Auto-boost abnormal alarm	Yes	*Yes/No
15.9	Controller fail alarm	Yes	*Yes/No
15.10	Earth fault alarm	Yes	*Yes/No
15.11	Float charge indication	Yes	*Yes/No
15.12	Auto-boost charge indication	Yes	*Yes/No
15.13	Load voltage limit operation	Yes	*Yes/No
15.14	BMS fail alarm	Yes	*Yes/No
16	Cubicle		
16.1	Height	Maximum 2 000 mm	
16.2	Width	Maximum 900 mm	
16.3	Depth	Maximum 700 mm	
16.4	Mass		
16.5	Gauge of steel	1,6 mm	
16.6	Details of corrosion protection supplied with bid	Yes	*Yes/No
16.7	Warranty of battery charger against corrosion	1 year	
16.8	Outside colour of cubicle	Eau-de-nil	
16.9	Inside colour of cubicle	White	
16.10	Colour of base	Black	
16.11	Cubicle construction as per clause 3.9.1	Yes	*Yes/No

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 4 concluded

This schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 4: 220 V, 50 A Battery Charger

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
17	a.c. mains failure protection as per clause 3.6.2	Yes	*Yes/No
18	Voltage surge protection as per clause 3.6.4	Yes	*Yes/No
19	Type of electrolytic capacitors used?	Solid aluminium or solid tantalum	
20	Type of non-electrolytic capacitors used?	Metallised polycarbonate or silvered ceramic type	
21	Type of resistors used?	See clause 3.8.3	
22	Component layout as per clause 3.9.5	Yes	*Yes/No
23	BMS flush mounted and accessible from the front without the need to open the door	Yes	*Yes/No
24	All wiring as per clause 3.9.6	Yes	*Yes/No
25	Wiring schematics supplied with each charger	Yes	*Yes/No
26	Operating and maintenance manual supplied with each charger	Yes	*Yes/No
27	Routine test certificates supplied with each charger	Yes	*Yes/No

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 5

This Schedule shall be completed, signed and returned with bid documents of which it forms part.

Items 5 to 8: Operational, Maintenance and Fault Finding Training

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
1	Item 5: Operational, Maintenance and Fault Finding Training for 110 V, 30 A Battery Charger		
1.1	Name of Supplier		
1.2	Type of training offered	Operational, maintenance and fault finding training	
1.3	Training manual provided	Yes	*Yes/No
1.4	Battery charger drawings provided	Yes	*Yes/No
2	Item 6: Operational, Maintenance and Fault Finding Training for 110 V, 50 A Battery Charger		
2.1	Name of Supplier		
2.2	Type of training offered	Operational, maintenance and fault finding training	
2.3	Training manual provided	Yes	*Yes/No
2.4	Battery charger drawings provided	Yes	*Yes/No
3	Item 7: Operational, Maintenance and Fault Finding Training for 220 V, 30 A Battery Charger		
3.1	Name of Supplier		
3.2	Type of training offered	Operational, maintenance and fault finding training	
3.3	Training manual provided	Yes	*Yes/No
3.4	Battery charger drawings provided	Yes	*Yes/No
4	Item 8: Operational, Maintenance and Fault Finding Training for 220 V, 50 A Battery Charger		
4.1	Name of Supplier		
4.2	Type of training offered	Operational, maintenance and fault finding training	
4.3	Training manual provided	Yes	*Yes/No
4.4	Battery charger drawings provided	Yes	*Yes/No

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 6

This Schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 9: 110 V, 108 Ah Rod Plate Construction Battery Bank Including All Connectors

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Specification to which battery comply	SANS 60896-11	
5	Type of battery construction	rod plate construction (low antimony < 2 % - low maintenance)	
6	Nominal Ampere-hour (Ah) Capacity	Minimum 108 Ah	
7	Specific gravity	Maximum with electrolyte at minimum	
8	Internal impedance of cell under full charged conditions		
9	Voltages		
9.1	Nominal voltage	110 V	
9.2	Minimum permissible voltage across battery bank	2,19 V x number of cells	
9.3	Maximum permissible voltage across battery bank	Nominal plus 12 %	
9.4	Recommended float charge per cell	2,23 V/cell	V/cell
9.5	Lowest permitted cell voltage on discharge	1,8 V/cell	V/cell
9.6	Number of cells per battery bank	54	
10	Dimensions of battery	l x w x h	x x mm
11	Inter-cell connectors supplied	Yes	*Yes/No
12	Inter-row connectors supplied	Yes	*Yes/No
13	Terminal facilities		
13.1	Type of battery terminal facility	stud/nut	
13.2	Diameter	M10	
13.3	Cable terminal facility as per clause 4.6.2	Yes	*Yes/No
14	Batteries supplied in 3 to 6 cell formation within a single container?	Yes	*Yes/No

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____

SIGNED: _____

CAPACITY OF SIGNATORY: _____

DATE: _____

YYYY - MM - DD

RETURNABLE DOCUMENT 7

This Schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 10: 110 V, 160 Ah Rod Plate Construction Battery Bank Including All Connectors

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Specification to which battery comply	SANS 60896-11	
5	Type of battery construction	rod plate construction (low antimony < 2 % - low maintenance)	
6	Nominal Ampere-hour (Ah) Capacity	Minimum 160 Ah	
7	Specific gravity	Maximum with electrolyte at minimum	
8	Internal impedance of cell under full charged conditions		
9	Voltages		
9.1	Nominal voltage	110 V	
9.2	Minimum permissible voltage across battery bank	2,19 V x number of cells	
9.3	Maximum permissible voltage across battery bank	Nominal plus 12 %	
9.4	Recommended float charge per cell	2,23 V/cell	V/cell
9.5	Lowest permitted cell voltage on discharge	1,8 V/cell	V/cell
9.6	Number of cells per battery bank	54	
10	Dimensions of battery	l x w x h	x x mm
11	Inter-cell connectors supplied	Yes	*Yes/No
12	Inter-row connectors supplied	Yes	*Yes/No
13	Terminal facilities		
13.1	Type of battery terminal facility	stud/nut	
13.2	Diameter	M10	
13.3	Cable terminal facility as per clause 4.6.2	Yes	*Yes/No
14	Batteries supplied in 3 to 6 cell formation within a single container?	Yes	*Yes/No

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 8

This Schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 11: 110 V, 220 Ah Rod Plate Construction Battery Bank Including All Connectors

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Specification to which battery comply	SANS 60896-11	
5	Type of battery construction	rod plate construction (low antimony < 2 % - low maintenance)	
6	Nominal Ampere-hour (Ah) Capacity	Minimum 220 Ah	
7	Specific gravity	Maximum with electrolyte at minimum	
8	Internal impedance of cell under full charged conditions		
9	Voltages		
9.1	Nominal voltage	110 V	
9.2	Minimum permissible voltage across battery bank	2,19 V x number of cells	
9.3	Maximum permissible voltage across battery bank	Nominal plus 12 %	
9.4	Recommended float charge per cell	2,23 V/cell	V/cell
9.5	Lowest permitted cell voltage on discharge	1,8 V/cell	V/cell
9.6	Number of cells per battery bank	54	
10	Dimensions of battery	l x w x h	x x mm
11	Inter-cell connectors supplied	Yes	*Yes/No
12	Inter-row connectors supplied	Yes	*Yes/No
13	Terminal facilities		
13.1	Type of battery terminal facility	stud/nut	
13.2	Diameter	M10	
13.3	Cable terminal facility as per clause 4.6.2	Yes	*Yes/No
14	Batteries supplied in 3 to 6 cell formation within a single container?	Yes	*Yes/No

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____

SIGNED: _____

CAPACITY OF SIGNATORY: _____

DATE: _____

YYYY - MM - DD

RETURNABLE DOCUMENT 9

This Schedule shall be completed, signed and returned with bid documents of which it forms part.

Item 12: 110 V, 260 Ah Rod Plate Construction Battery Bank Including All Connectors

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Specification to which battery comply	SANS 60896-11	
5	Type of battery construction	rod plate construction (low antimony < 2 % - low maintenance)	
6	Nominal Ampere-hour (Ah) Capacity	Minimum 260 Ah	
7	Specific gravity	Maximum with electrolyte at minimum	
8	Internal impedance of cell under full charged conditions		
9	Voltages		
9.1	Nominal voltage	110 V	
9.2	Minimum permissible voltage across battery bank	2,19 V x number of cells	
9.3	Maximum permissible voltage across battery bank	Nominal plus 12 %	
9.4	Recommended float charge per cell	2,23 V/cell	V/cell
9.5	Lowest permitted cell voltage on discharge	1,8 V/cell	V/cell
9.6	Number of cells per battery bank	54	
10	Dimensions of battery	l x w x h	x x mm
11	Inter-cell connectors supplied	Yes	*Yes/No
12	Inter-row connectors supplied	Yes	*Yes/No
13	Terminal facilities		
13.1	Type of battery terminal facility	stud/nut	
13.2	Diameter	M10	
13.3	Cable terminal facility as per clause 4.6.2	Yes	*Yes/No
14	Batteries supplied in 3 to 6 cell formation within a single container?	Yes	*Yes/No

*Delete whichever is not applicable

BIDDING COMPANY: _____

NAME: _____

SIGNED: _____

CAPACITY OF SIGNATORY: _____

DATE: _____

YYYY - MM - DD

RETURNABLE DOCUMENT 10

This Schedule shall be completed, signed and returned with bid documents of which it forms part.

Items 13 to 16: Battery Stands

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Type of battery stands	Flat or stepped, single or double row, or single or double tier or combination stands	
5	Type of material used for battery stands	Polywood	
6	Percentage of recyclable plastic	100 %	
7	Material used for battery stand connectors including bolts, nuts, washers and screws.	Stainless Steel	
8	Maximum height of the battery stand with battery bank installed	1,2 m	
1.9	Dimensional drawings of battery stands submitted with bid documents	Yes	*Yes/No
1.10	Battery stand of item 13 suitable for 110 V, 108 Ah battery bank of item 9?	Yes	*Yes/No
1.11	Battery stand of item 14 suitable for 110 V, 160 Ah battery bank of item 10?	Yes	*Yes/No
1.12	Battery stand of item 15 suitable for 110 V, 220 Ah battery bank of item 11?	Yes	*Yes/No
1.13	Battery stand of item 16 suitable for 110 V, 260 Ah battery bank of item 12?	Yes	*Yes/No

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 11

This Schedule shall be completed, signed and returned with bid documents of which it forms part.

Items 17 and 18: BMS Upgrade Kits

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
1	Name of manufacturer	Silicon Engineering	
2	Place of manufacture		
3	Manufacturer's reference number for BMS upgrade kit for 110 V, 30 A and 50 A chargers (item 17)	D488b	
4	Manufacturer's reference number for BMS upgrade kit for 220 V, 30 A and 50 A chargers (item 18)	D489b	

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 12

This Schedule shall be completed, signed and returned with bid documents of which it forms part.

Requirements of Item 19: Hydrogen Gas Detection System

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Technical details provided with the bid document	Yes	*Yes/No
5	Input supply details		
5.1	a.c. voltage	230 ± 10 % V	V
5.2	Frequency	50 ± 2,5 Hz	Hz
5.3	d.c. voltage	12-48 V	V
6	Fail-safe mode in event of loss of power	Yes	*Yes/No
7	Control unit is wall mountable	Yes	*Yes/No
8	Control unit indicates the gas sensor status	Yes	*Yes/No
9	Control Unit has LEDs for visual indication which can be tested by pushing a test button	Yes	*Yes/No
10	Control unit shall be able to operate an extraction fan and connect to SCADA	Yes	*Yes/No

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: YYYY - MM - DD

RETURNABLE DOCUMENT 13

This Schedule shall be completed, signed and returned with bid documents of which it forms part.

Requirements of Item 20: Recombination Vent Plug

Ref No.	Technical details	eThekwini Electricity's requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Recombination vent plug replaceable with normal vent plugs supplied with batteries	Yes	*Yes/No
5	Recombination vent plug designed with a flame arrestor	Yes	*Yes/No
6	Recombination vent plug returns water back into the battery	Yes	*Yes/No

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

DELIVERY PERIODS SCHEDULE

I/We hereby undertake to deliver the goods within the following periods from date of receipt of order. Note that delivery periods to be stated in weeks:

Item	Initial order		Subsequent orders	
	eThekwini Electricity's preferred requirements	Bidder's Offer	eThekwini Electricity's preferred requirements	Bidder's Offer
1	within 6 weeks	weeks	within 4 weeks	weeks
2	within 6 weeks	weeks	within 4 weeks	weeks
3	within 6 weeks	weeks	within 4 weeks	weeks
4	within 6 weeks	weeks	within 4 weeks	weeks
5	within 4 weeks	weeks	within 4 weeks	weeks
6	within 4 weeks	weeks	within 4 weeks	weeks
7	within 4 weeks	weeks	within 4 weeks	weeks
8	within 4 weeks	weeks	within 4 weeks	weeks
9	within 6 weeks	weeks	within 4 weeks	weeks
10	within 6 weeks	weeks	within 4 weeks	weeks
11	within 6 weeks	weeks	within 4 weeks	weeks
12	within 6 weeks	weeks	within 4 weeks	weeks
13	within 6 weeks	weeks	within 4 weeks	weeks
14	within 6 weeks	weeks	within 4 weeks	weeks
15	within 6 weeks	weeks	within 4 weeks	weeks
16	within 6 weeks	weeks	within 4 weeks	weeks
17	within 4 weeks	weeks	within 4 weeks	weeks
18	within 4 weeks	weeks	within 4 weeks	weeks
19	within 4 weeks	weeks	within 4 weeks	weeks
20	within 4 weeks	weeks	within 4 weeks	weeks

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

BIDDING COMPANY CONTACT INFORMATION SCHEDULE

To facilitate an efficient working relation with the bidding company, bidders are to complete the following information.

TECHNICAL CONTACT DETAILS	
Contact person for <u>technical queries</u> related to the items	
Name:	
Position:	
Tel number:	
Cell number:	
Email Address:	
Contact person for <u>ESCALATION of technical queries</u> related to the items (Senior to the person above)	
Name:	
Position:	
Tel number:	
Cell number:	
Email Address:	
CONTRACTUAL CONTACT DETAILS	
Contact person for <u>contractual queries</u> related to the items	
Name:	
Position:	
Tel number:	
Cell number:	
Email Address:	
Contact person for <u>ESCALATION of contractual queries</u> related to the items (Senior to the person above)	
Name:	
Position:	
Tel number:	
Cell number:	
Email Address:	

NOTE: If the contact information differs between items, this page shall be copied and submitted for each of the differing items.

BIDDING COMPANY: _____
 NAME: _____ SIGNED: _____
 CAPACITY OF SIGNATORY: _____ DATE: _____ YYYY - MM - DD

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in [Section 2 \(Clause 4\)](#): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

- 1) Authority of Signatory
- 2) Tax Compliance Status PIN / Tax Clearance Certificate
- 3) Declaration of Municipal Fees
- 4) Declaration with respect to The Occupational Health and Safety Act
- 5(a) MBD 4: Declaration of Interest
- 5(b) MBD 5: Declaration for Procurement Above R10 Million
- 5(c) MBD 6.1: Preference Points Claim
- 5(d) MBD 8: Declaration of Bidder’s Past Supply Chain Management Practices
- 5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in [Section 9](#): “Official Tender Form”, and any additional schedules, forms, certificates can be found in [Section 10](#): “Annexures”.

1) AUTHORITY OF SIGNATORY

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY	CLOSE CORPORATION	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETOR
Refer to Notes at the bottom of the page				

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. [32108-5E](#) and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

Tenderers are to include, at the back of their tender submission document, a printout of the following documents:

- If a Company : a "Resolution of the Board" in this regard.
- If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION**.

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

3) DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

.....
 (full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number:</u> to be completed by tenderer.
Consolidated Account No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Electricity	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Water	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Rates	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Other	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

Tenderers are to be include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission non-responsive.

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT**Definitions**

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

NAME (Block Capitals):**Date****SIGNATURE:**

5(a) MBD 4: DECLARATION OF INTEREST

NOTES
 MSCM Regulations: "in the service of the state" means to be:
 (a) a member of:
 (i) any municipal council.
 (ii) any provincial legislature.
 (iii) the national Assembly or the national Council of provinces.
 (b) a member of the board of directors of any municipal enterprise.
 (c) an official of any municipality or municipal enterprise.
 (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise.
 (f) an employee of Parliament or a provincial legislature.
 "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.

- 1 No bid will be accepted from persons **in the service of the state**.

- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise	
Name of enterprise's representative	
3.2 ID Number of enterprise's representative	
3.3 Position enterprise's representative occupies in the enterprise	
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 / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

3.8 Are you presently in the service of the state? If yes, furnish particulars:	Circle Applicable	
	YES	NO

3.9 Have you been in the service of the state for the past twelve months? If yes, furnish particulars:	YES	NO
---	-----	----

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? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
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? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
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 ? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

5(b) **MBD 5: 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.

	Circle Applicable	
	YES	NO
<p>1.0 Are you by law required to prepare annual financial statements for auditing?</p> <p>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.</p>		
<p>2.0 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?</p> <p>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.</p> <p>2.2 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	YES	NO
<p>3.0 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?</p> <p>3.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	YES	NO
<p>4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?</p> <p>4.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	YES	NO

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and, if required, that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____ **Date** _____

SIGNATURE: _____

5(c) MBD 6.1: PREFERENCE POINTS CLAIM
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

1.0 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).

1.2 The applicable preference point system for this tender is the **80/20 preference point system**.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** 80 (price) and 20 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.

1.5 The Municipality 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 of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

2.1 “**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.

2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 “**tender for income-generating contracts**” means a written offer in the form determined by Municipality 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 Municipality and a third party that produces revenue for the Municipality, 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.

2.5 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

PRICE POINTS: A maximum of 80 points is allocated for price on the following basis:

80 / 20 Points System

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4.0 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 **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 4.3 In cases where the municipality intends 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, the municipality 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 municipality 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.**Tenderers are to indicate their points claim for each of the Specific Goals.**

The Specific Goals to be allocated points in terms of this tender	GOAL WEIGHTING	Points ALLOCATED (80/20 system)	Points CLAIMED (80/20 system)	Proof of Claim from *CSD Registration Report	
				Report Date: 202 - MM - DD	
				Supplier Number:	
Ownership Goal: Race: Black (100 %)	40 %	8		B-BBEE Information	
				Black Ownership	%
RDP Goal: The promotion of South African owned enterprises.	40 %	8		Supplier Address Information:	
RDP Goal: The promotion of export-oriented production to create jobs.	20 %	4		Industry Classification:	
TOTAL	100 %	20		*No later than one month prior to bid closing date	
RDP Goal: The Creation of new jobs to address black youth unemployment					
RDP Goal: The promotion of enterprises located in a specific municipal area.					
RDP Goal: Social upliftment of communities					
RDP Goal: The promotion of SMMEs owned by PPG (contracts >R5m)					
Should the municipality apply a combination of Specific Goals, the points for the individual goals will be weighted according to the Goal Weightings specified in the Tender Data to arrive at the final points for Preferential Points for Specific Goals .					
I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown. I acknowledge that:					
1) The information furnished is true and correct.					
2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.					
3) 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.					
4) 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 <i>audi alteram partem</i> (hear the other side) rule has been applied; and					
(e) forward the matter for criminal prosecution, if deemed necessary.					
NAME (Block Capitals):			Date		
SIGNATURE:					

5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

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 audi alteram partem 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.

Circle Applicable	
YES	NO

4.1.1 If YES, provide 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 YES, provide 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 YES, provide 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 YES, provide 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
-----	----

4.5.1 If YES, provide particulars.

.....

.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both 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.

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

- 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.
- 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.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 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.
- 3.0 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.
- 4.0 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**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

-
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (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.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010)", as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the 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 consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms [specified in the contract](#).

11. Insurance

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

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, [including additional services](#), if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 [As specified](#), the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, [unless specified otherwise](#).
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, [within the period specified](#) and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the [time schedule prescribed](#) by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 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:
- 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;
 - if the supplier fails to perform any other obligation(s) under the contract; or
 - if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of Contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 6: SPECIAL/ADDITIONAL CONDITIONS OF CONTRACT

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SCC)** for details that apply specifically to this bid. The **SCC** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

SCC 1.2 CONTRACT

- a) This contract commencement and termination date is based on the date of signature of the letter of award (LOA).
- b) The current contract termination date is 2026-02-21. In the event of the LOA being issued before 2026-02-21, then the commencement date shall be 2026-02-22.
- c) The termination date will be 36 months thereafter.

SCC 7.1 PERFORMANCE SECURITY

The liability of the Performance Security shall be Nil.

SCC 9.2 PACKAGING

All items shall be packaged in a way that will prevent damage or deterioration during transport, handling and storage.

- a) Battery chargers shall be supplied on pallets, wrapped and crated.
- b) Batteries shall be wrapped and supplied on pallets.
- c) Units shall be clearly marked "FRAGILE" and "THIS SIDE UP" for transporting and storage.
- d) Units shall be further marked with the stock code number (refer to **SECTION 8**), and charger capacity or battery capacity.

SCC 10.1 DELIVERY AND DOCUMENTS

Delivery of goods shall be by road to eThekweni Electricity, Main Store, 11 Electron Road, (off Umgeni Road), Springfield, Durban.

SCC 12.1 TRANSPORTATION

The cost of transport shall be amortised into the bid price of the items. No additional transport costs shall be entertained.

SCC 15.2 WARRANTY

Unless otherwise stated, all items shall be supplied with a 1-year warranty.

SCC 16.1 PAYMENT

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item/service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

SCC 17 PRICES

Price(s) submitted on the **OFFICIAL TENDER FORM** shall be based on one or a combination of the following:

- i) Rates of exchange, with the base rate as that published by a reputable South African bank seven-days prior to bid closing;
- ii) SEIFSA indices, with indices as that published by SEIFSA two-months prior to bid closing; or

- iii) CPI per province (KwaZulu-Natal) as specified on **Table A (Consumer Price Index: Main indices) of Statistical Release P0141**, as that published by Statistics South Africa two-months prior to bid closing.

A) RATES OF EXCHANGE

The first adjustment of the price(s) declared on the **OFFICIAL TENDER FORM** shall be undertaken when the Contractor(s) receives the first "Official Purchase Order", on condition that:

- a) The Contractor(s), within seven-days of receiving the "Official Purchase Order", arranges "forward exchange cover" i.e. fixing the rate of exchange;
- b) The "forward exchange cover" is arranged via a reputable South African bank; and
- c) The "forward exchange cover" shall be firm for the first month from the date of the "Official Purchase Order".

Hence, the first adjustment of price(s) declared on the **OFFICIAL TENDER FORM** shall take into account any variation in the rates of exchange between the following dates:

- i) The date of the base rate as that published by a reputable South African bank seven days prior to bid closing; and
- ii) The date the "forward exchange cover" is arranged after the first "Official Purchase Order".

The adjustment of price(s) shall then be undertaken for subsequent orders provided that the Contractor(s) arranges "forward exchange cover" via a reputable South African bank after each order. The price difference shall be paid or deducted by the Municipality in correlation with any increase or decrease in the basic rate of exchange.

Upon the failure of the Contractor(s) to arrange "forward exchange cover", the Contractor(s) shall be liable should there be an increase in the basic rate of exchange occurring after the last-mentioned date.

B) SEIFSA INDICES

The first adjustment of the price(s) declared on the **OFFICIAL TENDER FORM** shall be undertaken when the Contractor(s) receives the first "Official Purchase Order" and shall take into account any variation in indices between the:

- i) indices published by SEIFSA two-months prior to bid closing; and
- ii) indices published by SEIFSA two-months prior to the date of the first "Official Purchase Order".

The adjustment of price(s) for subsequent orders shall then be undertaken on the date of every order in accordance with the respective indices, two-months prior, as those published by SEIFSA.

C) CONSUMER PRICE INDEX (CPI)

The first adjustment of the price(s) declared on the **OFFICIAL TENDER FORM** shall be undertaken when the Contractor(s) receives the first "Official Purchase Order" and shall take into account any variation in the CPI between the:

- i) CPI published by Statistics South Africa two-months prior to bid closing; and
- ii) CPI published by Statistics South Africa two-months prior to the date of the first "Official Purchase Order".

The adjustment of price(s) for subsequent orders shall then be undertaken on the date of every order in accordance with the CPI per province (KwaZulu-Natal) as specified on **Table A (Consumer Price Index: Main indices) of Statistical Release P0141**, two-months prior, as those published by Statistics South Africa.

SCC 21.1 DELAYS IN THE SUPPLIER'S PERFORMANCE

The time schedule for the delivery of goods and performance of services is detailed in the **Delivery Periods Schedule of ACT 9**.

SCC 22.1 PENALTIES

If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the **DELIVERY PERIODS SCHEDULE of ACT 9**, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price a penalty of 0,5 % per week of the order for each stock item that has not been supplied, and capped at 5 %. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

ADDITIONAL CONDITIONS OF CONTRACT**ACC1 PERFORMANCE MONITORING AND ASSESSMENT OF SERVICE PROVIDERS**

For contract awards that are greater than R10M, the Supplier shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

ACC2 QUALITY OF PRODUCTS

No inferior products will be accepted during the period of this contract.

Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days, the Municipality reserves the right to cancel the contract after serving one month's notice, in writing, to the Supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

ACC 3 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES (COID) ACT NO. 130 of 1993

This act replaces the Workmen's Compensation Act.

The Supplier shall, before commencement of work, produce documentary proof to the Head: Electricity, that he/she has complied in all respects with the provisions of the COID Act. The Supplier undertakes that he/she will perform and comply with all provisions of the COID Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

ACC4 DAMAGE TO PERSONS AND PROPERTY

- (1) The Supplier **shall** indemnify and keep indemnified the Council against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.
- (2) The Supplier enters into this contract as an independent Contractor and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

ACC5 ESTIMATED QUANTITIES

The quantities stated in **SECTION 8** are applicable for evaluation purposes only. The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over the contract period. The rates tendered shall be applicable, irrespective of the total quantity of goods and services procured over the contract duration.

SECTION 7: SCOPE OF SUPPLY AND SPECIFICATION

1.0 SCOPE OF SUPPLY

This specification details the design, manufacture, testing, supply and delivery of constant-voltage current-limited battery chargers and associated stationary lead-acid battery banks as specified below.

2.0 NORMATIVE REFERENCES AND SERVICE CONDITIONS

2.1 The following standards contain provisions which through reference in the text, constitute requirements of this specification.

Table 1 – Normative references

IEC 60898-1:2015	Electrical accessories - Circuit breakers for overcurrent protection for household and similar installations: Circuit breakers for a.c. operation
SANS 556-1: 2018	Low-voltage switchgear: Circuit breakers
SANS 1574-1: 2012	Electric flexible cables: General requirements
SANS 1652: 2013	Battery chargers: Industrial type
SANS 60269-2: 2016	Low voltage fuses: Supplementary requirements for fuses for use by authorised persons
SANS 60896-11: 2003	Stationary lead-acid batteries: Vented types
SANS 60947-4-1: 2021	Low-voltage switchgear and control gear: Contactors and motor-starters - Electromechanical contactors and motor-starters
SANS 60947-2: 2017	Low-voltage switchgear and control gear: Circuit breakers
VC 8036: 2015	Compulsory specification for circuit breakers

Bidders shall note that, as all standards are subject to revisions, they are encouraged to investigate the possibility of applying the most recent edition of the above standard.

2.2 The operating conditions detailed in Table 2 shall be taken into account when designing the products detailed in this specification to ensure these items will operate satisfactorily for the duration of its design life.

Table 2 – Environmental and operating conditions

a)	Altitude	sea-level to 1 000 m
b)	Ambient temperature – Minimum	0 °C
	Ambient temperature – Maximum	40 °C
	Ambient temperature – Average	35 °C measured over a period of 24 h
c)	Atmospheric-corrosivity category	C5 in accordance with SANS 12944-2
d)	Climate	humid, heavily salt-laden and sub-tropical
e)	Highest system operating voltage	253 V/440 V
f)	Pollution type	Very heavy marine and industrial
g)	Relative humidity – Average	95 % measured over a period of 24 h
h)	System frequency	50 Hz
i)	System neutral earthing	Solidly

3.0 BATTERY CHARGER REQUIREMENTS

3.1 The battery charger units shall be of the constant-voltage, current-limited type, and shall be capable of charging their respective battery banks either in the constant-voltage mode or in the current-limited mode; whichever is appropriate to the battery bank's condition at any particular time.

3.2 Provision shall be made for initial, float and float with auto-boost charging of a battery bank. Provision shall also be made for two or more identical chargers to operate in parallel and be fed from separate unsynchronised a.c. sources. Equal current sharing is not required. The charger shall also be capable of operating with the battery bank disconnected.

3.3 Constant-Voltage And Current-Limiting Operation

3.3.1 When the battery charger unit is delivering current into a battery bank which is in a sufficiently high state of charge that a suitable voltage can be obtained across the battery bank with relatively little charging current, the charger shall operate in a constant-voltage mode.

3.3.2 Current-limiting operation shall become effective when constant-voltage operation can no longer be maintained without exceeding the pre-set current value. This type of charging is also effective during initial charge of a new battery during commissioning.

3.4 Float And Boost Charging

3.4.1 In float mode, the charger, battery bank and load operate in parallel. The charger supplies standing load and float charges the battery bank at a pre-set voltage. Current-limiting occurs at charger rated current output. When dual current-limiting is required, the current-limiting occurs at charger rated current output and the maximum current available for charging the battery shall simultaneously be limited as stated in **Table 3** below.

3.4.2 Boost mode is similar to float mode, except that after a.c. mains failure, the charger shall automatically operate in the auto-boost mode, and shall initiate an 'auto-boost charge' indication on the local alarm annunciator. A timer circuit shall be provided to initiate auto-boost charging after every 28 days of float charge, whether initiated by itself or mains fail. The charger shall revert to float mode when the pre-set voltage is reached, and the current is less than the pre-set level. The pre-set voltage level, pre-set current level and timer adjustment range shall be as stated in **Table 3**. Manual boost initiate and reset buttons shall be placed on cubicle doors.

3.5 Design Requirements

3.5.1 General

- a) The required layout of the battery chargers and d.c. distribution panel are shown in **Figure 1** on **page 73**.
- b) The battery chargers shall be of the full wave control (six pulse for three-phase and two pulse for single-phase units) and adequately rated to cater for the output current at the output voltage. Fluctuation of standing load shall not affect battery current, except when the standing load exceeds the charger's rated output, when current-limiting shall commence, reducing charger output voltage and permitting the battery to supply the balance of current to the load circuit.
- c) All parameters shall be continuously variable within the limits prescribed by means of voltage or current adjusting devices which shall be mounted inside the cubicle and be provided with screwdriver slots for adjustment. These screwdriver slots shall be accessible without having to remove any components. Each voltage adjusting device shall be labelled to indicate its purpose. The direction in which it must be rotated to raise or lower the voltage setting shall be clockwise and anti-clockwise respectively.
- d) The voltage and current operating characteristics of the various charging modes are as listed in **Table 3**.

Table 3 – Operating Characteristics of Battery Charger

Mode	Operation	Cell Voltage Range (V)	Current-Limit Range (A)
Initial	Initial charge	greater than 2,75	li
Float	Normal float	2,15 - 2,30	0,2 – Ir
Float with Auto-boost	Auto-boost	2,25 - 2,30	Is
	Normal float	2,15 - 2,30	0,2 – Ir

Ir = Rated current (the minimum current is equal to 15 % of Ah rating plus charger standing load)

Is = Pre-set reverting level (3,5 % to 10 % of Ah)

li = Initial charge rate (3,5 % to 60 % of Ir)

3.5.2 Voltage setting range

The battery charger shall provide for a continuously variable voltage range that shall be stated in **Returnable Documents 1 to 4** for each of the total battery charging voltages and for switching voltages for the over and under voltage relays.

3.6 Protection Requirements

3.6.1 General

All miniature circuit breakers (MCBs) shall comply with the requirements detailed in VC 8036, SANS 556-1 and SANS 60947-2, and be provided with auxiliary contacts for protection and alarm purposes. All fuse-links and fuse holders shall comply with SANS 60269-2. The number of fuse-links and fuse holders is as stated in **Returnable Documents 1 to 4**. The charger output shall shut down electronically under fault condition. Only in cases where there is no alternative method of preventing damage to or malfunctioning of the equipment, the a.c. circuit-breaker shall be tripped.

3.6.2 Mains failure

The chargers shall be capable of operating satisfactorily at the a.c. supply voltages as stated in **Returnable Documents 1 to 4** without causing the operation of protective devices which are part of the charger. In order that the charger shall not suffer damage due to the loss of one or more a.c. mains phases, a phase or mains failure relay shall be provided for three-phase and single-phase units respectively. The circuitry shall be such that whenever one or more phases fail, or the a.c. voltage goes below the lowest or above the highest permissible voltage, the failure relay will automatically and immediately shut down the charger. The d.c. supply from the battery bank shall still be available. When the incoming a.c. supply returns to normal, the charger shall automatically resume normal operation. Other means of achieving this may be considered.

3.6.3 Mains transients

The charger shall not shut down when subjected to mains transients lasting less than 10 ms.

3.6.4 Surge-suppressing devices

In order to limit the magnitude of transient voltage surges (including voltage spikes) due to switching and other circuit disturbances, the primary circuit of the charger shall be protected with suitable metal oxide varistors.

3.6.5 Phase sequence

In the case of three-phase units, circuitry shall be provided to prevent the charger from starting up in the event of incorrect phase sequence unless this fault has no detrimental effect on the operation of the charger.

3.6.6 Rectifier failure

Rectifier diodes and thyristors shall be protected by high-speed HRC thyristor fuses and shall be selected in such a manner that the failure of a component in any one arm of the rectifier shall not result in damage to any of the remaining healthy components.

3.6.7 Over-voltage on battery

Each unit shall be provided with battery over-voltage protection and appropriate alarms by means of a suitable over-voltage relay which shall operate at two pre-set voltage levels. Level one shall be set above the float charge voltage and shall be provided with a 30 s time delay which will initiate a battery over-voltage alarm. Level two shall be set above the equalizing charge voltage and be provided with a disabling time delay of 100 ms which will initiate a battery over-voltage (urgent) alarm and shut down the charger. The shutdown shall remain in operation until manually reset. The battery over-voltage protection shall be ineffective during initial charging.

3.6.8 Reverse current drain

Under charger fail conditions the reverse current from the battery shall be limited to a maximum of 0,5 A and shall provide for protective devices, indicating instruments and alarm circuits only.

3.6.9 Soft-starting protection

In order to protect the smoothing capacitor banks, the charger output fuses, and other circuits against the in-rush of current, provision shall be made for soft starting on all chargers. The commissioning or procedures for returning to service must clearly indicate that the initial starting up of the charger shall be done prior to closing of the charger isolating switch, in order to prevent the current in-rush from the battery bank from blowing the charger output fuse or damaging the smoothing capacitors.

3.6.10 Incorrect battery termination

All components liable to damage by reverse battery connection shall be protected by suitable means.

3.6.11 Output voltage ripple protection

The charger shall shut down and alarm if the ripple on the main output voltage exceeds the maximum peak-to-peak value.

3.6.12 Battery condition monitoring and control system

- a) All parameters, status and controls to and from the battery charger shall be made available via an RS 232, RS 485 or Ethernet port in the battery charger for local and remote interrogation and control utilising the industry standard open system Battery Management System (BMS) specification which enables standardisation of the electrical and data interfaces by defining the bus, the battery data set, charger and multi-battery selector commands.
- b) A complete, safe, reliable and high-performance power management and control system shall be offered, ensuring inter-operability between components/systems from various manufacturers.
- c) Alternative systems may be considered at the discretion of the Senior Manager: Protection and Test. Full technical and functional documentation shall be submitted with the bid documents. Any alternative system shall have an RS 232, RS 485 or Ethernet communication port to interface to the substation communications network.
- d) In the event of the BMS failing, the control card shall automatically maintain the correct float charge to the battery bank.
- e) The BMS software shall be developed within South Africa. This is to ensure that support is received timeously, as and when required.
- f) The BMS shall have a display LCD screen where the a.c. and d.c. voltages, and d.c. currents and alarms can be viewed.
- g) The BMS shall have an event recorder to store up to 1 000 events with real time and date stamp.

3.6.13 Short-time battery discharge testing

The charger shall be capable of performing a short-time, full load discharge test, on a periodic basis of every 28 days to detect increased internal resistance of the cells. Should the voltage of the battery fall below the limits specified for voltage regulation the unit shall alarm. The frequency and duration of this test shall be settable up to 40 days in 1 hour intervals.

3.7 Alarms, Indications And Controls**3.7.1 Alarms and Indications**

- a) All local alarms and indications shall be displayed on the BMS. Each unit shall, in accordance with the requirements stated in Schedule A, make provision for local and remote indications of the alarms as set out in the **Table 4** below.

Table 4 – BMS Alarms for Battery Charger

Local Alarm	Time Delay	Remote Alarm Group
a.c. supply/phase failure	10 milliseconds (for local alarm) 20 seconds (for remote alarm)	Charger failure (a.c.)
Controller fail Charger output fuse failure Charger output failure Load over-voltage Battery over-voltage (Urgent) Battery test fail	10 seconds instantaneous instantaneous 60 seconds 10 seconds 100 milliseconds instantaneous	Charger failure (d.c.)
Battery over-voltage Ripple voltage high Auto boost faulty	12 hours to 72 hours instantaneous 12 hours to 72 hours	d.c. system abnormal
Auto boost charge	instantaneous	None – local alarm only

- b) In addition, a separate BMS fail alarm shall be provided, which shall trigger if the BMS fails and stops communicating with the control card.

3.7.2 Controls

3.7.2.1 Switches

All switches shall be of the air-break type. The switches shall, without damage, be capable of making, carrying and breaking the maximum load currents and shall furthermore, make and carry through-fault currents of the magnitude corresponding to the duty category of the associated HRC fuses for the period taken by those fuses to interrupt the current.

3.7.2.2 d.c. Contactors

The d.c. contactors shall comply with the requirements of SANS 60947-4-1. The contactors shall be of the electro-magnetically operated, held-in, air-break type which pick-up and seal-in below 85 % and drop-off below 60 % of rated d.c. voltage when the operating coils are at the normal operating temperature.

3.7.2.3 Relays

Relays shall be suitable for continuous operation and shall be normally de-energised in a healthy condition, i.e. normally open contact.

3.8 Component Requirements

3.8.1 General

Due to the high degree of reliability required, all components used shall be of the best industrial quality obtainable. All settable instrumentation must be kept behind a closed cubicle door and the door is to have at least one sealable latch.

3.8.2 Printed circuits

Maximum use shall be made of plug-in printed circuit boards for electronic modules. The printed circuits boards shall comply with the requirements of the SANS 1652.

3.8.3 Resistors

Resistors used in control and voltage reference circuits shall only be of the metal-film type. Resistors required for circuits other than control or voltage reference circuits shall be of the metal-film or metal-oxide type, except in cases where resistors of these two types are not available in the required ratings. In such cases resistors of the carbon-film type may be used.

3.8.4 Potentiometers

Potentiometers for critical adjustments shall be of the multi-turn type if one potentiometer is used for the total adjustment. Single-turn potentiometers shall only be allowed for critical adjustments if individual means are provided for coarse and fine adjustments. In-line resistors shall provide course setting changes. Potentiometers of the carbon-track type shall not be accepted.

3.8.5 Electrolytic capacitors

Electrolytic capacitors shall comply with the requirements of SANS 1652. They shall, wherever possible, not be used other than for smoothing. However, in cases where such capacitors are essential, these shall be selected and applied in accordance with the following order:

- a) 'solid' aluminium
- b) 'solid' tantalum

3.8.6 Non-electrolytic capacitors

Non-electrolytic capacitors of the metallised polycarbonate (or equivalent) type, or of the silvered ceramic type shall be used.

3.8.7 Diodes, transistors, and thyristors

All diodes, transistors, and thyristors shall be of the industrial type. For thyristors, the following special requirements shall apply:

- a) the peak inverse voltage rating shall be at least 2,5 and 2,8 times the maximum peak working voltage for three-phase and single-phase units respectively; and
- b) under worst case conditions the operating junction temperature shall be at least 25 °C below the manufacturer's permitted junction temperature.

3.8.8 Reactors and transformers

Reactors and transformers shall comply with the requirements of SANS 1652.

3.9 Construction Requirements

3.9.1 Cubicle

- a) The equipment shall be housed in self-supporting rectangular cubicles of angle iron or folded sheet metal, fitted with metal panels and doors and reinforced where necessary to ensure rigidity. Cubicles shall be designed so that fluids, dust and foreign particles cannot enter from above. An interior light shall be provided. As several cubicles will be erected in a suite, all cubicles shall have the same height.
- b) The charger cubicle shall be split into two sections, thus giving an upper and lower compartment. The lower compartment shall house the d.c. distribution load circuits, cable gland plate, fuses and links. The upper compartment shall house all of the power electronics, electronics, semi-conductors, alarm cards, control cards, internal fuses, a cable gland plate, meters, choke, transformer, etc. The upper and lower compartment shall be bolted together, so that the lower compartment could be used purely as a d.c. distribution board. Refer to **Figure 1** below.

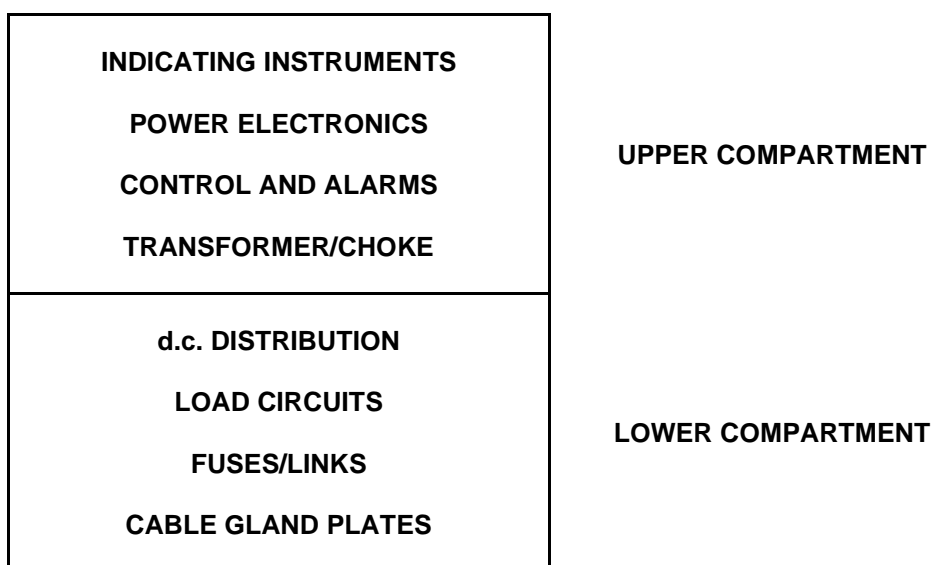


Figure 1 – Arrangement of Battery Charger and d.c. Distribution Panel

- c) The upper compartment shall have the following terminations:
 - i. a.c. cable in and glanded on upper gland plate;
 - ii. d.c. wiring out to battery and load studs in the lower compartment; and
 - iii. alarm cable in and glanded on upper gland plate.
- d) The floor of the upper compartment shall be the roof of the lower compartment and the upper compartment shall only have a small perimeter lip with which it is bolted to the lower unit.
- e) Provisions shall be made on all four corners of the base of the cubicle for holding down bolts which shall be delivered with the cubicles and which shall be affixed to the floor during commissioning.
- f) All holes through which wiring must pass shall have their edges protected by means of grommets.
- g) Each cubicle shall be of unit construction and free standing design, so that when necessary, one or more cubicles may be removed from the end or middle of a suite without affecting the operation of adjacent cubicles which are in commission.
- h) Self-tapping screws used in the construction shall have blunt points. Self-tapping screws shall not be used for fixing items which have to be removed and replaced. Pop-rivets may be used for fixing of non-removable components.
- i) Each cubicle shall be provided with front door access. Doors shall open at least 120 ° and shall be removable to provide maximum access. All handles and catches shall be self-contained and designed to draw the door closed.

- j) Padlockable lever operated latches shall be provided for the control compartment, and padlockable square key catches for all other doors. A simple means shall be provided for holding a copy of the equipment instruction manual inside the cubicle door.
- k) Cubicles shall be protected against corrosion for the environmental conditions as specified in **clause 2.2**. Bidders shall submit full details of the method utilised to achieve this with the bid documents. Battery chargers shall have a 5 year warranty against corrosion.

3.9.2 Cable gland plates

Undrilled removable gland plates shall be provided at a height of 100 mm above floor level for cables entering the cubicles from the cable trenches below. They shall be fixed to the panel by hexagon head screws to facilitate easy removal. For cables of 185 mm² cross-sectional area and above, the gland plate shall be 6 mm thick. Cable gland plates shall be arranged to permit short direct cable tails between gland plate and terminal, allowing generous working space for installing the size of cable specified. It shall be possible to install cables without disturbing charger components. With cables made off and gland plates secured, it shall be possible to seal any cable openings in the floor, rendering the cubicle vermin proof. Ventilation holes and louvres shall be suitably screened. Where gland plate to terminal distances are greater than 400 mm for control cables or 500 mm for power cables, a means of fixing or bracing the cable shall be provided.

3.9.3 Earth connecting bar

Each cubicle shall be provided with a 50 mm x 6 mm copper earth tag. The earth tag shall be mounted in the bottom of the cubicle and shall be connected to the main earth below the panel via a 20 mm diameter hole which shall be suitably labelled. All exposed non-current carrying metal parts shall be earthed on the earth bar by means of standard green/yellow PVC insulated earthing conductors of sufficient cross-sectional area.

3.9.4 Cubicle identification

The cubicles shall be labelled in accordance with **clause 6.0** of SANS 1652: 2013.

3.9.5 Component layout

- a) The terminals of components shall be readily accessible when the equipment is fully wired. The distance between the lowest terminal for external cabling and the cable gland plate shall allow for cable entry and bending before tails are made-off to the terminals. This applies in particular to heavy cables.
- b) The battery management system shall be flush mounted and be accessible from the front of the cubicles without the necessity of opening a door. Power circuitry and control circuitry shall be arranged in segregated compartments with the interconnections minimised and arranged for maximum safety and reliability. The a.c. circuit breaker and all main components and modules shall be arranged for easy access through the front door including the terminals for connection of external cables.
- c) All charger components shall be arranged so that all necessary adjustments and fault diagnosis can be done safely with the charger energised. In particular, any live parts at mains and battery voltage shall be fully insulated and arranged so that they are not a safety hazard to personnel working in the energised charger. Module and fuse replacement shall be possible in the isolated charger without interrupting the battery-load connection.

3.9.6 Wiring

3.9.6.1 General

Insulated wire shall comply with SANS 1574-1. Stranded conductor shall be used. Joints or splices in wiring are not acceptable. In the case of harness wiring, each wiring tail shall be of sufficient length to reach its allocated terminal without tension, or excessive slack. If PVC cable trunking is used, slack in cables shall be enclosed in the trunking.

3.9.6.2 Wiring terminations

- a) Not more than two conductors shall be connected to a terminal except on certain electronic components where triple connections shall be subject to the approval of the Senior Manager: Protection and Test.

- b) In the case of terminals for external cabling, any bridge pieces required to loop terminals shall be fitted on the cubicle wiring side of the terminals.
- c) All wires and cables in the cubicle, except single strand cables and earthing conductors, shall be terminated with crimped or compression type connectors, unless the terminal is specifically designed to accommodate multi-strand wire.

3.9.6.3 Wiring identification

- a) Wiring shall be marked at both ends with an approved type of marking device. For telephone type cables without lug terminations, sleeve type markers shall be employed.
- b) All busbars and busbar connections shall be marked to indicate the pole of the supply to which they are connected. The positive and negative busbars shall be red and black respectively.

3.9.7 Terminals

3.9.7.1 General

- a) Separate connection points on the connector shall be provided for incoming leads and for the corresponding internal wiring.
- b) Spring-loaded terminal blocks shall be used except for battery terminals where stud and bolt type terminals of size M10 shall be used.

3.9.7.2 DIN rail-mounted terminal blocks

It shall be possible to replace any unit in an assembly without dismantling adjacent units. The following types of rail mounted terminal blocks shall be acceptable:

- a) Screw-clamp type and spring-loaded insertion type.
- b) Stud-type and bolt-type for cable lugs.

3.9.7.3 Non rail-mounted terminal blocks

The terminals shall be of the type comprising a moulded strip with integral barriers between adjacent 'ways'. Each 'way' shall be in the form of a solid link of non-ferrous metal, tin or nickel plated, which shall be permanently secured to the moulding.

3.10 Tests

3.10.1 General

Each charger shall be supplied with results of routine tests carried out in accordance with SANS 1652 on the charger by the manufacturer.

3.10.2 Routine tests

The following routine test certificates shall be submitted for each item supplied:

- a) Power-frequency voltage tests;
- b) No-load test;
- c) Maximum output current test;
- d) Operational tests;
- e) Soak test;
- f) Surge withstand tests;
- g) Psophometric noise voltage measurement;
- h) a.c. ripple voltage measurement;
- i) a.c. ripple current measurement;
- j) Audible noise; and
- k) Efficiency.

4.0 **BATTERY REQUIREMENTS**

4.1 **Battery types**

4.1.1 Batteries shall be of the vented, flooded or non-valve regulated lead-acid positive rod plate design in a single transparent fleece pocket, with the minimum and maximum electrolyte levels indicated on the battery casing.

4.1.2 The batteries shall be of low antimony content of less than 2 %, and the expected life of the battery, if correctly maintained shall be **not less than fifteen years**.

4.2 **Nominal ampere-hour (Ah) capacity**

The nominal ampere-hour capacity required (10 hour rate at 25 °C) is detailed in the **Returnable Documents 6 to 9**.

4.3 **Operating voltages**

4.3.1 Each battery shall operate at the nominal voltage listed in the **Returnable Documents 6 to 9**.

4.3.2 The recommended float charge voltage per cell shall meet the following requirements:

- a) be sufficiently low that, as long as the cells are held at this voltage, only slight gassing can occur and shall not exceed 2,23 V per cell, in order to reach and maintain full capacity, with no boost or equalisation required; and
- b) be sufficiently high that in normal service, and provided no discharges occur, it will cause the cells to be maintained continuously in a charged condition.

4.4 **Marking of cells**

4.4.1 **Polarity of terminal posts**

Both terminal posts on each cell shall be clearly and indelibly marked with its polarity.

4.4.2 **Electrolyte level and specific gravity**

The minimum and maximum electrolyte level, and the recommended fully charged specific gravity, (with temperature rating) shall be clearly and indelibly marked on each cell container.

4.4.3 **Cell identification**

The manufacturer's name, type code and year of manufacture shall be clearly and indelibly marked on each cell.

4.4.4 **Numbering of cells**

- a) Each cell shall be provided with a label giving the number of the cell. These numbers shall run consecutively.
- b) Labels shall be of a material which shall be unaffected by the environment, and shall remain legible for the life of the battery.
- c) The labels shall be legible from a distance of 2 m, (minimum size of 10 mm), and shall have black numbers on a white background, or visa versa.
- d) The labels shall be affixed to the cells. The positioning of the labels shall be such that the visual inspection of plates and electrolyte levels are not impeded.
- e) The adhesive used for the labels shall be unaffected by the environment, and shall hold the labels securely for the life of the battery.

4.4.5 **Battery label**

A label shall be supplied with information on the battery supplied. The minimum information required on each label is the battery's voltage, Ah, year and month of manufacture. (The label shall have black letters/numbers on a white background and the minimum size of the letters/numbers shall be 10 mm).

4.5 **Cables and connectors**

4.5.1 **Inter-cell connectors**

Inter-cell connectors with all necessary stainless steel bolts, stainless steel nuts and stainless steel washers shall be provided by the battery Supplier. Inter-cell connectors shall not mechanically load the terminals of the cells and their cross-section shall be sufficient to carry the load current drawn from the bank and it should be uniform throughout the bank.

4.5.2 Inter-row connectors between rows of cells on the same stand

Inter-row connectors between rows of cells on the same stand shall be provided. These connectors shall be made of a suitably rated insulated multi-strand copper cable with suitable tin-plated copper lugs provided.

4.5.3 Inter-row connectors between rows of cells on different stands

If inter-row connectors for use between rows of cells on different stands are required, then such connectors shall be provided. The stand layout and configuration shall be agreed upon by eThekweni Electricity and the Supplier. These connectors shall be made of a suitably rated insulated multi-strand copper cable with suitable tin-plated copper lugs provided. The conductor shall be supported on insulators, which shall be provided.

4.6 Terminal facilities**4.6.1 Battery terminating devices**

The required number of stainless steel terminal bolts or stainless steel studs and battery terminating devices for accepting the copper conductors from the cable terminating device shall be provided with the batteries.

4.6.2 Cable terminating devices

- a) Each terminal of a battery shall be provided with a cable terminating device. The design of the cable terminating device shall be to the approval of the Senior Manager: Protection and Test.
- b) The device shall be supplied with a single length of 5 m of the incoming cable from the battery terminals. The cable shall be made of a suitably rated insulated multi-strand copper conductor and shall be provided with four lugs (two per battery terminal).
- c) The device shall be constructed so that it allows for a cable gland plate for the incoming cables from the battery, and a fully insulated terminal to which the incoming cables from the battery and copper conductor from the battery charger can be connected.

4.7 Cell structural requirements**4.7.1 Separators**

- a) The separators shall be of a micro-porous sheet form type.
- b) The length and width of the separators shall be greater than those of the plates.
- c) The life of the separators shall be at least equal to the life of the plates.
- d) The separators shall not expand within the cells.

4.7.2 Plate assemblies

- a) The plates shall be designed to minimise sedimentation, loss of active material, distortion, buckling and provide a service life of at least fifteen years.
- b) The positive and negative plate assemblies, including separators, shall be rigid when fixed in the cell containers.

4.8 Cell and battery containers

4.8.1 Unless otherwise approved by the Senior Manager: Protection and Test, containers shall be fully transparent, high impact resistant and free from bubbles.

4.8.2 When resting on a level surface the containers shall stand firmly and their top surfaces shall be horizontal.

4.8.3 The vent plug strip and carrying slots shall be integrated into the lid housing. The sides shall be smooth.

4.9 Cell and battery assembly

4.9.1 All cells shall be assembled so that the terminal post positions on adjacent cells shall line up, with a displacement of not more than 5 mm in any plane.

4.9.2 Batteries shall have a minimum of 3 cells per battery measuring 6 V, and a maximum of 6 cells per battery measuring 12 V, all housed in a single transparent battery container. Each cell shall measure 2 V per cell.

4.10 Filler/vent plugs

The filler/vent plugs shall be readily removable, and so located as to permit the easy filling and topping-up of cells, and the unimpeded use of a hydrometer. The plugs shall be designed with safety flame arresters. They shall permit the free escape of gases from the cells, but also allow electrolyte vapour to be trapped and returned to the cells. Valve-regulated or sealed batteries shall not be considered.

4.11 Terminal design

All terminals shall be of the leak-proof safety pole type, with brass inserts, and proven in operation.

4.12 General information

Bidders shall submit fully dimensioned outline drawings and/or tables with the bid documents which shall contain the following information:

- a) overall width (horizontal dimension parallel to plate surface);
- b) overall length (horizontal dimension perpendicular to plate surface);
- c) height to top of cell cover;
- d) overall height to top of terminal post;
- e) weight of one cell complete and filled; and
- f) quantity of electrolyte per cell.

4.13 Type tests

Each battery shall be type tested in accordance with SANS 60896-11.

5.0 BATTERY STANDS

Battery stands suitable for the battery banks shall be provided as indicated in **Section 8**. These stands shall be of the polywood type which comprises of 100 % recycled plastic. Flat or stepped, single or double row, and/or single or double tier, or a combination, shall be used. All battery stand connectors including, bolts, nuts, washers and screws shall be made of stainless steel and shall be completely secured and sealed onto the stand. The maximum height of the stand and battery shall not exceed 1 200 mm.

6.0 PANEL KEYS

Any panel keys required for maintenance shall be supplied with the equipment.

7.0 BMS UPGRADE KIT FOR EXISTING SILICON ENGINEERING MODEL BATTERY CHARGERS

EThekwini Electricity has a large installed base of older type Silicon Engineering battery chargers in the network as per items 1 to 4 of **Section 8**. These chargers, however, have a basic and limited operation and management functionality. EThekwini Electricity therefore requires a Silicon Engineering BMS upgrade kit for each of the type of chargers of items 1 to 4 of **Section 8**, which shall enable the older installed battery chargers to meet the current requirements.

Bidders requiring the wiring schematic drawings for the older type chargers will be provided such, on request by the Bidder.

8.0 HYDROGEN GAS DETECTION SYSTEM

8.1 A hydrogen gas detection system shall be offered with a main control unit and a hydrogen gas sensor with a cable length of at least 5 m.

8.2 The control unit shall be powered with either 230 V a.c. and/or 12-48 V d.c. input and shall be wall mountable. If a d.c. input voltage is required, a suitable power supply shall be provided with the control unit by the Bidder.

8.3 The control unit shall include separate relays for control of an external exhaust fan and for remote connection to an alarm/monitoring system. The individual relays shall activate at 1 % and 2 % concentration of hydrogen gas around the sensor respectively. The control unit shall provide a visual LED warning indication at 1 % hydrogen gas concentration level, and provide a visual LED and audible alarm at 2 % hydrogen gas concentration level.

8.4 The control unit shall have an LED self-test button for the visual indication LEDs.

8.5 The control unit shall indicate the status of the hydrogen gas sensor.

9.0 RECOMBINATION VENT PLUG

A recombination vent plug shall be offered which can replace the normal vent plugs supplied with the batteries. This plug shall comprise of a catalyst which reacts with the hydrogen and oxygen produced by the battery to produce water vapour, which condenses and returns back into the battery. The plug shall be designed with a flame arrestor.

10.0 TRAINING

10.1 Training and demonstration shall be provided to eThekwini Electricity's Protection and Test staff should it be required. The venue shall be provided by eThekwini Electricity in Durban.

10.2 Training shall include operation, maintenance and fault finding down to component level utilising the drawings provided.

10.3 Training material shall be provided by the successful Bidder. The training shall be conducted within 10 working days of request.

11.0 DOCUMENTATION

11.1 The following information shall be included with the bid documents:

- a) current/time discharge curves for the batteries offered;
- b) battery voltage/time charge and discharge curves;
- c) the sensing method of charge control and detection of a full charge condition;
- d) method used to prevent overcharging;
- e) indication method to indicate full charge; and
- f) tolerances allowed in component rating.

11.2 The following shall be supplied by the successful bidder with the first delivery:

- a) full wiring schematic drawings;
- b) component layout drawings and circuit diagrams;
- c) component list including, name, type of component, source and quantity; and
- d) operating and maintenance manuals.

11.3 Bidders shall attach supporting documents with respect to:

- a) the service life of the batteries; and
- b) the equipment design to withstand lightning surges.

The above information shall be supplied in both hardcopy and electronic formats.

12.0 SAMPLES

12.1 Tenderers shall note that samples may be requested from preferred Tenderers as part of the evaluation. Samples submitted shall be identical to the items offered. Concessions to this may be granted at the sole discretion of the Senior Manager: Protection and Test. Failure to submit samples shall preclude the bid from the evaluation.

12.2 The preferred Tenderers shall submit samples of the items offered for items 1 to 16 within 4 weeks of request, and items 17 to 20 within 1 week of request, by eThekwini Electricity. These samples shall be delivered to eThekwini Electricity, Protection and Test Branch, 2nd Floor, Control Building, 1 Jelf Taylor Crescent, Durban marked for attention of Renelle Maharaj – Chief Technician: DC Systems Division.

12.3 Each sample shall be fully labelled with information such as Contract/Enquiry number, item number and description as per **Section 8**, name of bidding company and relevant date.

12.4 Tenderers are required to note that bid documents must not be included in parcels containing samples.

12.5 EThekwini Municipality reserves the right to submit samples to such tests as deemed reasonable and necessary.

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- 12.6** Tenderers shall collect and remove their samples within 3 weeks of being notified, failing which they will be deemed to have waived all rights to the samples and such samples not collected within the stipulated time will become the property of the eThekweni Municipality for disposal or use at its discretion.
- 12.7** Where a bid is accepted for the supply of goods according to a sample submitted by the Tenderers, such sample may become the contract sample and be retained by eThekweni Municipality for the duration of the contract, after which period the conditions of **clause 12.6** above shall apply.
- 12.8** Samples shall be at the full cost of the Tenderers. The Municipality shall not be held liable for the costs incurred by the Tenderers.

SECTION 8: BILL OF QUANTITIES AND SCHEDULE OF RATES (Page 1 of 2)

Item	Description	Item Code	Annual Estimated Quantity Required	Unit of Measure	Unit Price Excluding VAT	
					R	c
1	110 V, 30 A battery charger	107466	5	Each		
2	110 V, 50 A battery charger	107474	5	Each		
3	220 V, 30 A battery charger	107482	5	Each		
4	220 V, 50 A battery charger	107490	5	Each		
5	Operational, maintenance and fault finding training for 110 V, 30 A battery charger unit (for item 1)	Service Order	1	Each		
6	Operational, maintenance and fault finding training for 110 V, 50 A battery charger unit (for item 2)	Service Order	1	Each		
7	Operational, maintenance and fault finding training for 220 V, 30 A battery charger unit (for item 3)	Service Order	1	Each		
8	Operational, maintenance and fault finding training for 220 V, 50 A battery charger unit (for item 4)	Service Order	1	Each		
9	110 V, 108 Ah rod plate construction battery bank including connectors	103051	5	Each		
10	110 V, 160 Ah rod plate construction battery bank including connectors	103044	10	Each		
11	110 V, 220 Ah rod plate construction battery bank including connectors.	103036	8	Each		
12	110 V, 260 Ah rod plate construction battery bank including connectors.	103028	8	Each		

BIDDING COMPANY: _____

NAME: _____

SIGNED: _____

CAPACITY OF SIGNATORY: _____

DATE: YYYY - MM - DD _____

SECTION 8: BILL OF QUANTITIES AND SCHEDULE OF RATES (Page 2 of 2) concluded

Item	Description	Item Code	Annual Estimated Quantity Required	Unit of Measure	Unit Price Excluding VAT	
					R	c
13	Polywood battery stand suitable for 110 V, 108 Ah battery bank	108415	5	Each		
14	Polywood battery stand suitable for 110 V, 160 Ah battery bank	108423	5	Each		
15	Polywood battery stand suitable for 110 V, 220 Ah battery bank	108431	5	Each		
16	Polywood battery stand suitable for 110 V, 260 Ah battery bank	108449	5	Each		
17	BMS upgrade kit for Silicone Engineering model 110 V, 30 A and 50 A battery chargers	TBA	10	Each		
18	BMS upgrade kit for Silicone Engineering model 220 V, 30 A and 50 A battery chargers	TBA	5	Each		
19	Hydrogen gas detection system	TBA	5	Each		
20	Recombination vent plug	TBA	300	Each		

BIDDING COMPANY: _____

NAME: _____

SIGNED: _____

CAPACITY OF SIGNATORY: _____

DATE: YYYY - MM - DD _____

SECTION 9: OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number: 32108-5E** I/we hereby offer to supply the goods/services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I/we acknowledge myself/ourselves to be fully acquainted) at the price stated in **Section 8: Bill Of Quantities and Schedule of Rates**.

I/We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number: PR

C.S.D Registration Number: MAAA

S.A.R.S Pin Number: _____

COMPLETION OF THE FOLLOWING IS COMPULSORY.
FAILURE TO DECLARE THE FOLLOWING WILL INVALIDATE YOUR OFFER.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below <input type="checkbox"/> Yes <input type="checkbox"/> No				
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

<p>*Signature: _____</p> <p>Date: <u>YYYY - MM - DD</u></p> <p>*Name of Business: _____</p> <p>Address: _____</p>	<p>*Name (capitals): _____</p> <p>Capacity: _____</p> <p>Tel: _____</p> <p>Fax: _____</p>
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*Denotes Mandatory Information

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender.

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

<p>Signature: _____</p> <p>Date: <u>YYYY - MM - DD</u></p>	<p>Name (capitals): _____</p> <p>Capacity: _____</p>
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