



**TELEMETRY SYSTEM SUPPLY, INSTALLATIONS AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

**BID NUMBER: JoGEDA/SCM/05/2022/23**

|                                |                                                                                           |
|--------------------------------|-------------------------------------------------------------------------------------------|
| <b>Bid Description</b>         | <b>TELEMETRY SYSTEM SUPPLY, INSTALLATIONS AND MAINTENANCE FOR A PERIOD OF THREE YEARS</b> |
| <b>Bid Number</b>              | <b>JOGEDA/SCM/05/2022/23</b>                                                              |
| <b>Name of Bidder</b>          |                                                                                           |
| <b>Tax Number</b>              |                                                                                           |
| <b>CSD Registration Number</b> |                                                                                           |
| <b>SARS Pin</b>                |                                                                                           |
| <b>Closing Date</b>            | <b>20<sup>TH</sup> January 2023</b>                                                       |
| <b>Closing Time</b>            | <b>14H00</b>                                                                              |
| <b>Bid Validity Period</b>     | <b>90 Days</b>                                                                            |
| <b>Tender Box Address</b>      | <b>JoGEDA No. 27 Dan Pienaar Avenue Aliwal North 9750</b>                                 |

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**PART 1**



**JOE GQABI ECONOMIC DEVELOPMENT AGENCY**

**Private Bag X1024, Aliwal North, 9750**

**Telephone 051 023 0600**

***Vision led output driven***

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**INVITATION**

**TELEMETRY SYSTEM INSTALLATIONS AND MAINTENANCE FOR A PERIOD OF THREE YEARS**

**BID NUMBER: JoGEDA/SCM/05/2022/23**

The Joe Gqabi Economic Development Agency (JoGEDA) is an entity assigned the responsibility of identifying, assessing, consolidating, facilitating, and promoting economic development and investment projects for and on behalf of the entire Joe Gqabi District.

JoGEDA seeks to appoint appropriately qualified, competent, experienced Suitable service providers to Supply, Delivery, Installation, Calibration, Commissioning, and Maintenance of 20 sites for Water and 25 sites for Wastewater Infrastructure for the Whole District and 106 existing sites that will require maintenance. Fully completed tender documents must be placed in a closed envelope and be deposited in the tender box of JoGEDA at No. 27 Dan Pienaar Avenue, Aliwal North not later than 20<sup>th</sup> January 2023 at 14h00. The envelope must be endorsed clearly with the number, title and closing date of the tender as above.

The bids will be evaluated on the basis of the Preferential Procurement Policy Framework Act (Act No.5, 2000) using 80/20 rule, and the regulations pertaining thereto (2017), as well as the JoGEDA Supply Chain Management Policy. For further Supply Chain Management Unit related enquiries contact SCM at [scmjogeda@jogeda.co.za](mailto:scmjogeda@jogeda.co.za) no later than **16 January 2023**.

Bid conditions are detailed in the bid document. Failure to comply with the bid conditions will invalidate your bid. The entity reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The entity does not bind itself to accept the lowest bid or to award a contract to the bidder scoring the highest number of points. CONDITIONS OF BID NB ONLY JoGEDA conditions provided in this document will be applicable no bidders' conditions will be considered/accepted).

.....  
**AYANDA GQOBOKA**  
**CHIEF EXECUTIVE OFFICER**

MBD1

**PART A**  
**INVITATION TO BID**

|                                                                                                    |                                                                                    |               |                   |               |       |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------|-------------------|---------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE JOE GQABI ECONOMIC DEVELOPMENT AGENCY</b> |                                                                                    |               |                   |               |       |
| BID NUMBER:                                                                                        | <b>JoGEDA/SCM/05/2022/23</b>                                                       | CLOSING DATE: | <b>20/01/2023</b> | CLOSING TIME: | 14H00 |
| DESCRIPTION                                                                                        | TELEMETRY SYSTEM SUPPLY, INSTALLATIONS AND MAINTENANCE FOR A PERIOD OF THREE YEARS |               |                   |               |       |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>  |                                                                                    |               |                   |               |       |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (*STREET ADDRESS*)

|                                                                                                                                                                       |                                                                 |  |                                     |                                                                 |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--|-------------------------------------|-----------------------------------------------------------------|--|
| <b>27 DAN PIENAAR AVENUE; ALIWAL NORTH; 9750</b>                                                                                                                      |                                                                 |  |                                     |                                                                 |  |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                           |                                                                 |  |                                     |                                                                 |  |
| NAME OF BIDDER                                                                                                                                                        |                                                                 |  |                                     |                                                                 |  |
| POSTAL ADDRESS                                                                                                                                                        |                                                                 |  |                                     |                                                                 |  |
| STREET ADDRESS                                                                                                                                                        |                                                                 |  |                                     |                                                                 |  |
| TELEPHONE NUMBER                                                                                                                                                      | CODE                                                            |  | NUMBER                              |                                                                 |  |
| CELLPHONE NUMBER                                                                                                                                                      |                                                                 |  |                                     |                                                                 |  |
| FACSIMILE NUMBER                                                                                                                                                      | CODE                                                            |  | NUMBER                              |                                                                 |  |
| E-MAIL ADDRESS                                                                                                                                                        |                                                                 |  |                                     |                                                                 |  |
| VAT REGISTRATION NUMBER                                                                                                                                               |                                                                 |  |                                     |                                                                 |  |
| TAX COMPLIANCE STATUS                                                                                                                                                 | TCS PIN:                                                        |  | <b>OR</b>                           | CSD No:                                                         |  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]                                                                                                    | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No |  |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                                 |  |                                     |                                                                 |  |

|                                                                                               |                                                                                        |                                                                          |                                                                                           |
|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED                                                                 |                                                                                        | TOTAL BID PRICE                                                          | R                                                                                         |
| SIGNATURE OF BIDDER                                                                           | .....                                                                                  | DATE                                                                     |                                                                                           |
| CAPACITY UNDER WHICH THIS BID IS SIGNED                                                       |                                                                                        |                                                                          |                                                                                           |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                        |                                                                                        |                                                                          |                                                                                           |
| DEPARTMENT                                                                                    | SCM UNIT                                                                               |                                                                          |                                                                                           |
| CONTACT PERSON                                                                                | Nombongo Ncubukezi                                                                     |                                                                          |                                                                                           |
| TELEPHONE NUMBER                                                                              | 051 023 0600                                                                           |                                                                          |                                                                                           |
| E-MAIL ADDRESS                                                                                | <a href="mailto:scmjogeda@jogeda.co.za">scmjogeda@jogeda.co.za</a>                     |                                                                          |                                                                                           |

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE:.....

**1. BACKGROUND**

The Joe Gqabi Economic Development Agency (JoGEDA) is an entity assigned the responsibility of identifying, assessing, consolidating, facilitating and promoting economic development and investment projects for and on behalf of the entire Joe Gqabi District.

**2. OFFER AND SPECIAL CONDITIONS**

- 2.1 Without detracting from the generality of clause below, bidders must submit a completed and signed Invitation to Bid form (MBD1) and requisite bid forms attached as (Part 5) with its bid. Bidders must take careful note of the special conditions.
- 2.2 All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates, and other documentation forming part of this invitation to bid, duly completed and signed where required (failure to submit complete document will lead to disqualification).
- 2.3 In the event that any form or certificate provided in Part 4 of this document to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided, and the bidder should refer to such annexure in the form or certificate provided
- 2.4 General Conditions of Contract for construction works, 3rd addition 2015 (GCC 2015,) will be used for contracting, in managing construction and monitoring.

**3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS**

- 3.1 Bids must be hand delivered or couriered to No. 27 Dan Pienaar, Springs, Aliwal North to the bid box on the 20th January 2023 closing date at 14h00. No faxed or emailed submissions will be accepted.
- 3.2 Note: Late submissions will be disqualified.

**4. ENQUIRIES**

- 4.1 Only written queries will be replied to for record purposes, so all queries to be emailed to: [scmjogeda@jogeda.co.za](mailto:scmjogeda@jogeda.co.za)
- 4.2 JoGEDA will endeavor to inform bidders of the progress until conclusion of the tender.
- 4.3 Note that it is the bidder's responsibility to ensure that courier submits bid in Bid box.

**5. DECLARATION OF INTEREST**

The bidder should submit a duly completed and signed declaration of interest (MBD 4) together with the bid. The declaration of interest is attached as an Annexure on PART 5 of this document.

## **6. PRICING**

- 6.1. The bidder(s) must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached on Part 4 of this document which completed form/s must be submitted together with the bid documents.
- 6.2. **Pricing must be stipulated inclusive of value added tax and all other costs such as disbursements and any other costs** and must be firm for the duration of the contract.
- 6.3. It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule on form as an **Annexure on PART 4** of this document.
- 6.4. It is mandatory that bidders provide their total bid price on Invitation to bid form (MBD 1), Pricing Schedule form (MBD 3) and on the pricing schedule provided under PART 4 of the Terms of reference as these are the only forms provided by the JoGEDA to bidders to provide their prices. NB: Only prices provided in these forms will be considered by the JoGEDA, bidders may attach their price breakdown, but the total price should not be different from the price provided in **MBD 1 and MBD3**.
- 6.5. **Note:** Local content needs to be considered in the bid document where applicable

## **7. DECLARATION OF INTEREST**

The bidder should submit a duly completed and signed declaration of interest (**MBD 4**) together with the bid. The declaration of interest is attached as an Annexure on PART 5 of this document

## **8. PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE PPR OF 2017.**

The bidder must complete the preferential points claim form (**MBD 6**) and sign accordingly to submit with the bid. The preferential points claim form is attached as an Annexure on PART 5 of this document.

## **9. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices (MBD 8) is attached as an Annexure on PART 5 of this document.

## **10. CERTIFICATE OF INDEPENDENT BID DETERMINATION**

The bidder must complete the certificate of independent bid determination and sign accordingly to submit with the bid. The certificate of independent bid determination (MBD 9) is attached as an Annexure on PART 5 of this document.

## **11. PARTNERSHIPS AND LEGAL ENTITIES**

In the case of the bidder being a partnership, all certificates reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid.

## **12. OBTAINING BID DOCUMENTS**

Bid documents will only be emailed with the advert to the selected bidders

### **13. JOINT VENTURE**

- 13.1 It is recognized that bidders may wish to form a Joint Venture to provide the Services.
- 13.2 A bid in response to this invitation to bid by a Joint Venture shall comply with the following requirements: -
- 13.3 It shall be signed so as to be legally binding on all Joint Venture members.
- 13.4 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the Joint Ventures members.
- 13.5 The lead member shall be the only authorized party to make legal statements, communicate with the JoGEDA and receive instructions for and on behalf of any and all the members of the Joint Venture.
- 13.6 A copy of the agreement entered by the Joint Venture members shall be submitted with the bid.
- 13.7 The lead member must comply with all the requirements of the bid.
- 13.8 Preference points will be only awarded when a consolidated BBBEE Certificate is submitted.

### **14. CONSORTIUM**

- 14.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 14.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -
- 14.2.1 It shall be signed so as to be legally binding on all consortium members.
- 14.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members.
- 14.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the JoGEDA and receive instructions for and on behalf of any and all the members of the consortium;
- 14.2.4 A copy of the agreement entered into by the consortium members shall be submitted with the bid.
- 14.2.5 The lead member must comply with all the requirements of the bid.
- 14.2.6 Preference points will be only awarded when a consolidated BBBEE Certificate is submitted.

### **15. NO RIGHTS OR CLAIMS**

- 15.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the JoGEDA. The JoGEDA reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- 15.2 The JoGEDA, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

## **16. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY**

- 16.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a “need to know” basis with the approval of the JoGEDA.
- 16.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

## **17. VALIDITY**

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of (90) calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

## **18. ACCEPTANCE OF BIDS**

The JoGEDA does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the municipal entity.

## **19. ACCURACY OF INFORMATION**

- 19.1 The information contained in the invitation to bid has been prepared in good faith. The JoGEDA nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 19.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

## **20. COMPETITION**

- 20.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 20.2 In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 20.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation, they are encouraged to discuss their position with the competition authorities before submitting a response.
- 20.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

## **21. RESERVATION OF RIGHTS**

- 21.1 Without limitation to any other rights of the JoGEDA (whether otherwise reserved in this invitation to bid or under law), the JoGEDA expressly reserves the right to: -
- 21.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing.
- 21.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion.
- 21.4 Reject all responses submitted by bidders and to embark on a new bid process.
- 21.5 The municipal entity may request the shortlisted bidders to present their proposals to the Bid Committee.
- 21.6 To verify information provided for references to claim points.
- 21.7 To disqualify any tender/bidder who misrepresented information to claim points.

## **PART 3**

### **3.1 SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

**The Joe Gqabi Economic Development Agency's (JoGEDA) Supply Chain Management Policy as well as the following conditions shall apply:**

- 3.1.1 Canvassing of JoGEDA staff will automatically disqualify any tender.
- 3.1.2 The tender must be bound and include own documents and all SCM documents and the tender advertisement.
- 3.1.3 A Tax Compliance Status (TCS) Pin to be provided on cover page or the tender will not be considered.
- 3.1.4 Central Supplier Database (CSD) registration number to be provided on cover page. On appointment, the bidders CSD and professional registration must be valid.
- 3.1.5 A Declaration of Procurement above R10 million must be completed or the tender will not be considered.
- 3.1.6 All prices must include VAT.
- 3.1.7 The municipal rates and taxes or municipal charges owed by the preferred bidder, to the municipality or to any other municipality, must not be in arrears for more than three months. Proof must be submitted in the form of a recent municipal account or letter of good standing from the local municipality. If a municipal account is not available, a copy of the lease contract with a confirmation letter from the owner of the property that confirms in writing that the rental is paid up to date, or a letter from Revenue Office of your Local Municipality which states that the Bidder does not pay rates and taxes and must indicate Bidder's name, CIPC No. and address. Documentation for both companies is required, in case of a JV.
- 3.1.8 The tenders that achieved the minimum qualification score for functionality will be evaluated on the 80/20 preference points system as prescribed in the PPPFA.
- 3.1.9 JoGEDA does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole or part of any bid.
- 3.1.10 No faxed or emailed documents will be accepted. It is the responsibility of the Bidder to ensure that tenders sent via courier is placed in the Tender Box before the advertised closing date and time.
- 3.1.11 An original B-BBEE Verification Certificate or certified copy must be submitted with the bid.
- 3.1.12 The successful Bidder will be requested in certain circumstances to enter into a Service Level Agreement.
- 3.1.13 Bids which are late, incomplete and unsigned will not be accepted including couriered documents.
- 3.1.14 Bids to be completed in ink.
- 3.1.15 JoGEDA reserves the right to request minor documents from responsive bidders which will not have an impact on the final award of the tenderer
- 3.1.16 CIDB (CRS) registration number to be provided on cover page.
- 3.1.17 Prices must be valid for a minimum period of 90 days. The procedure for the evaluation will be in two stages and will be functionality and price and preference point system. Preferential Procurement Regulation 2017 (B-BBEE) principles will apply, whereby a qualified Bidder's submission will be evaluated according to the sum of the Award of Points in respect of the tender value and the status of the enterprise.
- 3.1.18 The JoGEDA reserves the right to withdraw this tender at any time, without prior notice and not have an impact on the final award of the tender.
- 3.1.19 General Conditions of Contract for construction works, 3rd 2015 (GCC 2015), will be used for contracting in managing construction and monitoring.

### 3.2 PRE-QUALIFICATION REQUIREMENTS

Failure to comply with the below mentioned pre-qualification instructions will lead to disqualification. For compliance purposes, kindly return, complete and sign all (where necessary) the mandatory documents below.

| No. | Item/description                                                                                                                                                                                                                                                                                                                                              | Yes/No |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1.  | MBD 1 - Invitation to Bid                                                                                                                                                                                                                                                                                                                                     |        |
| 2.  | MBD 2 - Valid Tax clearance certificate (SARS PIN)                                                                                                                                                                                                                                                                                                            |        |
| 3.  | MBD 3.1 Pricing schedule                                                                                                                                                                                                                                                                                                                                      |        |
| 4.  | MBD 4 - Declaration of Interest                                                                                                                                                                                                                                                                                                                               |        |
| 5.  | MBD 5 – Declaration for Procurement Above R10 Million (VAT included)                                                                                                                                                                                                                                                                                          |        |
| 6.  | MBD 6.1 - Preference Points Claim Form                                                                                                                                                                                                                                                                                                                        |        |
| 7.  | MBD 7.1 Contract Form (to be completed in duplicate)                                                                                                                                                                                                                                                                                                          |        |
| 8.  | MBD 8 - Past Supply Chain Practices                                                                                                                                                                                                                                                                                                                           |        |
| 9.  | MBD 9 - Certificate of Independent Bid Declaration                                                                                                                                                                                                                                                                                                            |        |
| 10. | Authority To Sign A Bid                                                                                                                                                                                                                                                                                                                                       |        |
| 11. | * General Condition of Contracts                                                                                                                                                                                                                                                                                                                              |        |
| 12. | * Terms of references                                                                                                                                                                                                                                                                                                                                         |        |
| 13. | * Certified copy of BEE Certificate or affidavit                                                                                                                                                                                                                                                                                                              |        |
| 14. | JV or Consortium Agreement where applicable must be attached                                                                                                                                                                                                                                                                                                  |        |
| 15. | The Service Provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration. |        |
| 16. | Valid Professional indemnity of R3 million                                                                                                                                                                                                                                                                                                                    |        |

- A bid will not be disqualified from the bidding process

**PART 4**  
**TERMS OF REFERENCE FOR TELEMETRY SYSTEM INSTALLATIONS AND MAINTENANCE FOR**  
**A PERIOD OF THREE YEARS.**

**4 PURPOSE**

It is the intention of JOGEDA to enter into a formal contract with a service provider that will carry out the services described hereunder.

**DETAILS**

The JOE GQABI DEVELOPMENT AGENCY (JOGEDA) is a state-owned company (SOC) wholly owned by the Joe Gqabi District Municipality. The agency has been discharged with the mandate of being a development agency enabling, facilitating and managing local economic development programmes in the district.

**DESCRIPTION OF SERVICES TO BE PROVIDED:**

**SCOPE OF WORK**

The Scope of the project includes but is not limited to the following:

- Design, supply, delivery, installation, testing and commissioning of the necessary hardware and software constituting a complete and fully operational Telemetry system to approximately 45 sites.
- Supply, install, repair, upgrade and maintain the new and existing and newly installed telemetry management system in order enhance service delivery.

**DETAILED SPECIFICATIONS AND STANDARDS**

**DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF THE NECESSARY HARDWARE AND SOFTWARE CONSTITUTING A COMPLETE AND FULLY OPERATIONAL TELEMETRY SYSTEM TO APPROXIMATELY 45 sites.**

**APPLICATION**

- This Specification covers the requirements for a radio telemetry system for Joe Gqabi District Municipality. The main purpose of this Specification is to ensure the delivery of a Radio Telemetry system which has been properly designed and constructed to ensure safe reliable operation and is simple to maintain.

**TELEMETRY SYSTEM**

- Design, supply, delivery, installation, testing and commissioning of the necessary hardware and software constituting a complete and fully operational Telemetry system.
- A typical telemetry system covered by this specification shall consist of the following:
  - SCADA System
  - Master or Base Station
  - Remote Slave or Outstations
  - Radio Frequency (RF) equipment
  - Antenna and Mast(s)
  - Remote Terminating Unit(s) (RTU's)

- Power Supply equipment
- Power supply, signal, and RF cabling
- Equipment Earthing
- The exact system configuration and related equipment necessary for the complete installation, shall be as detailed in the Project Specification.

## **GENERAL**

- The following definitions are used in this Specification:
- The term “Telemetry Station” shall apply to both Base Stations and Outstations.

## **STANDARDS**

### **Associated Documentation**

- This Specification identifies the Employer’s standard modifications and requirements, which shall be applied to the statutory and recognised standards. The detailed specification of the project or site-specific requirements will be found in the Project Specification and its accompanying Technical Data Sheets, which shall be read in conjunction with this Standard Engineering Specification.
- The design, construction, installation, inspection, testing and commissioning of the Installation shall comply with all relevant Statutory Regulations, and the latest editions (current at the time of Tender) of all relevant South African National Standards.
- Any items not specifically detailed in this Specification, which are necessary to provide a safe and fully operational working system, shall be deemed to be included.

### **Regulations, Specifications and Standards**

- The design, construction, inspection and testing of the Telemetry system shall comply with all relevant Statutory Regulations and Directives including:
  - a) The Telecommunications Act, 2000
  - b) The Independent Communications Authority of South Africa Act, 2000
  - c) Electronic Communications Act, 2005
  - d) Occupational Health and Safety Act (Act 85 of 1993);
  - e) Construction Regulations 2003 issued in terms of Section 43 of the Act;
  - f) Local Fire Regulations; and
  - g) Regulations of the Local Supply Authority.
 and the latest editions (current at the time of Tender) of all relevant SANS, British Standards and International Standards, including:

Table 1: Reference Standards

| Standard Number | Description                                                                  |
|-----------------|------------------------------------------------------------------------------|
| SANS 1063       | Earth rods, couplers and connections                                         |
| SANS 1091       | National colour standards of Paint                                           |
| SANS 10142-1    | Wiring of Premises, Part 1: Low Voltage Installations                        |
| SANS 10199      | The design and installation of earth electrodes                              |
| SANS 60529      | Degrees of protection provided by enclosures (IP Code)                       |
| SANS 61643      | Low-Voltage Surge Protection Devices                                         |
| NRS 042         | Guide for the protection of electronic equipment against damaging transients |

**The installation shall also comply with:**

- This Specification including all Technical Data Sheets; and
- Any documentation issued by, or on behalf of, the Employer in respect of the Installation.
- The Contractor shall follow an approved, auditable quality assurance procedure covering the design, construction, and inspection and testing of the Installation.

**TELEMETRY SPECIFICATION**

**General**

- The Telemetry system shall be primarily intended as a long-distance radio frequency communications medium to obtain data from remote locations and present them on a SCADA computer (or mimic control desk) for mainly monitoring, logging and trending purposes but in special cases also for control purposes.
- In special cases, and only when directed by the Engineer or Client in the Project Specification, the Telemetry system may also be used as a communications medium between control devices such as Programmable Logic Controllers (PLC).
- The Telemetry system shall be implemented as a distributed digital data communications network.
- Each Telemetry station shall be supplied as a complete stand-alone self-contained unit suitable for floor standing or wall mounting providing an autonomous fully functional system.
- The Telemetry system shall operate in the licensed UHF radio frequency band and/ or the licensed Microwave frequency band and only under special circumstances, and as directed by the Engineer or Client in the Particular Specification, shall the unlicensed frequency bands (e.g., Spread Spectrum Modulation) or Global System for Mobile Communications (GSM) technology be used.
- All Telemetry equipment, including that to which it connects (e.g. PLCs or Computers) shall be adequately protected against the effects of Electromagnet Interference (EMI) and Radio Frequency Interference (RFI) as also described in the Engineering Specification SPE-II-0001 "General Electronic Installations".
- The Contractor shall be responsible for ensuring electromagnetic compatibility of the control system components with one another and with the overall electrical and mechanical installation on the plant or the works.
- Each Telemetry station shall include a battery backed up power supply for continued operation even under mains supply failure conditions.
- The installation shall be earthed and include lightning protection measures for the Telemetry equipment and it's antenna supports/ masts as well as providing surge arrestors on the power supply, all signal and RF circuitry, all as detailed in the Engineering Specification SPE-II-0001 "General Electronic Installations".

**Functional requirements**

- The prime purpose of the Telemetry system shall be to transfer data between outstations and a base station then on to a SCADA system according to one of the standard Telemetry protocols as stipulated in the Project Specification.

- It shall be possible to fully and freely diagnose, programme, configure and test the Telemetry stations both locally and remotely by means of a data cable connected to a portable programmer/ computer or via the radio communication channel.
- The Telemetry system shall allow voice communications over the radios between stations to assist with network commissioning and transmission troubleshooting.
- All Telemetry data shall be transmitted in a digital format with a baud rate that is appropriate for the application.
- The remainder of the Telemetry network shall not be affected by the failure of any one of the network's outstations.

## **Telemetry Remote Terminating Unit (RTUs) detailed requirements**

### **General**

- a) The RTU shall be of robust design suitable for industrial application and shall have a proven industrial track record in the RSA and be Type Approved by ICASA.
- b) The RTU shall monitor and control all points connected to the RTU as detailed in the Project Specification.
- c) The design of the RTU shall be such that the minimum number of function cards are required to support binary input/outputs and analogue input/outputs.
- d) All function cards shall be interchangeable between RTU's with the possibility to re-configure the card's address configuration, preferably through software.
- e) The RTU's configuration settings shall be stored in non-volatile memory (NVRAM) thereby not requiring an external battery to support it during a power failure.
- f) Programmable RTUs (i.e. with Logic Functionality) shall be provided when stipulated in the Project Specification and such RTUs shall be supplied with an internal battery, providing backup for a minimum of ninety (90) days of the programmed functionality.
- g) The RTU(s) shall be suitable for installation in standard electrical enclosures, either separately floor standing, wall mounted or located within a separate compartment of the Low Voltage assembly it is associated with. The layout / general arrangement of the components and the overall enclosure size shall be submitted for the approval of the Engineer before manufacture and assembly.

### **Components**

RTUs shall be modular and consist of the following components:

- a) A central processing unit (CPU).
- b) Communication interface(s) (either integral to the CPU or as separate modules).
- c) Input and output modules (I/O Modules) suitable for analog, digital signals, and counter inputs.
- d) A power supply unit.
- e) A separately contained battery backed up power source consisting of a charger and low maintenance battery set to suit the system duty.
- f) Screw Terminals and surge protection modules for signal and power circuits.

### **Enclosure**

- a) The RTU components shall be installed in a lockable enclosure constructed of materials as stipulated in the Project Specification and with internal mounting / chassis plate, external ON/OFF switch, system TEST button and external system ON pilot light.
- b) The RTU Central Processing Unit (CPU), Power supply Unit (PSU) and I/O Modules shall be mounted on standard DIN-rail, or in 19-inch rack mount frames as stipulated in the Project Specification.
- c) The means of connection between the modules and the backplane for 19-inch rack mounted modules shall be submitted for the approval of the Engineer.

- d) For DIN rail mounted modules the connection between CPU, UPS and I/O modules shall be by means of ribbon cable in "daisy chain" fashion using connectors with eject latches and strain relief.
- e) Power supply (PSU) equipment that is neither 19 inch rack mountable or DIN rail mountable shall be securely fixed with brackets to the RTU enclosure chassis plate.
- f) Input and Output connections to the I/O modules shall be by means of rail mounted screw terminations suitable for multi-stranded copper conductor wires with a cross sectional area of up to 1.5 mm<sup>2</sup>. The I/O Module shall be able to be unplugged and removed without disturbing the field wiring.
- g) All I/O modules shall be keyed to ensure that only the correct type of I/O Module can be plugged into a specific wired location. All connectors shall be D-type or similar to prevent the reverse connection of modules.

#### **Central Processing Unit (CPU)**

- a) The CPU module shall be a completely self-contained microprocessor-based unit specifically designed for RTU Telemetry communication system.
- b) The CPU Module shall be equipped with a CPU watchdog timer circuit that will automatically restart the system in case of severe electrical disturbances. It will also check that the RTU program is regularly executed.
- c) The CPU memory capacity and number of internal registers, inputs and outputs that the CPU can support shall be as detailed in the Project Specification.
- d) The CPU Module shall be able to accommodate the following types of extension modules:
  - i) Digital inputs and outputs
  - ii) Analog input and outputs
  - iii) Pulsed Counter inputs.
- e) The CPU shall be programmable with IEC61131 Logic as and when stipulated in the Project Specification.

#### **Power Supply Unit (PSU)**

- a) The PSU module shall be an SABS, CE or UL approved regulated conditioning 24 V DC power supply unit that receives its power from either 230 V AC 50 Hz or 24 V DC battery supply system as described in the Project Specification.
- b) The output voltage and power output of the unit shall be selected to suit the complete RTU installation and all associated peripherals. i.e. to power the CPU, IO Modules, communications modules and all Input and Output circuits plus 25 % spare capacity.
- c) The unit shall comply with the minimum operating parameters and conditions as stated in the relevant Data Sheet.
- d) PSU modules shall be either DIN rail mounted or supplied with fixing arrangements for chassis mounting.

#### **Data communication**

- a) The RTU shall provide one or more serial communications port(s) with data bit rates of minimum 9,600 baud up to 152,000 baud.
- b) The RTU shall be able to communicate with a SCADA system and/ or with other RTU's via a serial radio or modem using one of the industry standard data communications protocols as stipulated in the Project Specification.
- c) Propriety protocols will not be accepted and the minimum protocols that shall be supported are:

- i) Modbus RTU
  - ii) Distributed Network Protocol (DNP3)
  - iii) IEC60870-5-101
  - iv) MPT1327
  - v) Transport Control Protocol / Internet Protocol (TCP/IP)
- d) The integrity of the data communicated over the telemetry system shall be ensured according to the chosen protocol. The probability of an error going undetected shall be less than 10<sup>-5</sup> for a transmission rate of 9600 baud and a signal to noise ratio better than 10 dB.
- e) The Telemetry System shall be able to acknowledge messages received on the radio link or modem and shall be capable of re-transmitting a message if it is not acknowledged after a pre-determined time-out period, all according to the chosen protocol. It shall be possible to select the protocol by means of software configuration or a DIP switch setting. A station shall attempt 3 re-tries at transmitting a message, if it is not acknowledged.
- f) The system shall support time-stamping of all events at a remote station, and transmit this time-stamp data to the base station (e.g. Digital Change-of-State or Analog configurable percentage Change-of-Value).
- g) Time-stamps shall be possible down to at least 1 ms resolution.
- h) The Telemetry base station shall pass time-stamped event data to the SCADA for display, alarming and/ or logging purposes.
- i) Provision shall be made at each station to prevent permanent radio transmission under fault conditions. Valid data transmissions shall be made according to the stipulated protocol.

#### **Addressability**

- a) Each RTU shall be allocated a unique station address.
- b) The system shall support a minimum of 256 RTU addresses (with Address 0 and 255 reserved for system use).
- c) Each RTU shall be capable to handle a minimum of 2048 I/O's.

#### **Modes of operation**

All RTU's shall support three modes of operation corresponding with the applicable communications protocol, being:

- a) Interrogation by Master (Polling)
  - i) The RTU's CPU Module shall be configurable to define the station as fulfilling a Master or Slave role.
  - ii) A Master station shall interrogate (cyclically poll) all slave stations allocated to that specific Master. The Master shall initiate this interrogation sequence on a set time-interval and station address priority sequence as programmed.
  - iii) The polling sequence shall be executed as follows:
    - The Master shall transmit its own control data so as to update all slave stations with corresponding Decode Channels.
    - The Master shall then proceed to transmit a polling request command datagram to each slave station.
    - Polling requests shall be typically 3 seconds apart (default value), allowing enough time for the Interrogated station to respond. Data exchange with the slave station shall be completed before proceeding to the following Station.
    - The station that is polled shall respond within a defined time-out and number of retries, by transmitting all its I/O Module data as well as configuration data.
    - The SCADA system shall send and receive data to and from the Master station after every polling cycle.

b) Change-of-State Mode

- i) The Change-of-State Mode shall enable any slave station to transmit when any input data changes, e.g. a digital input changes state or an analog input change by a configurable difference value.
- ii) The RTU shall allow the user to be able to set individual change of value parameters for each of the analogue inputs and individual change of state 'debounce' timers for each of the digital inputs.
- iii) Digital inputs shall be 'de-bounced' in software, requiring that a state exists for longer than a preset, but adjustable time (default value 300 ms) before it is regarded as a change-of-state.

c) Timer

- i) The RTU's CPU shall be configurable (through software or hardware) to allow different Timer mode settings that enable the slave station to transmit its input data at regular time-intervals.
- ii) The following time intervals shall be accommodated:
  - timer off = timer mode disabled
  - timer enabled to 1 minute
  - timer enabled to 5 minutes
  - timer enabled to 10 minutes
  - timer enabled to 20 minutes
  - timer enabled to 30 minutes

**I/O modules**

The following I/O modules, as detailed below shall be available:

a) Digital input modules

- i. Digital input modules shall be able to accommodate potential free contacts and transistor inputs (NPN and PNP).
- ii. All digital inputs shall be protected against accidental voltage inputs of up to 240 V AC.
- iii. Digital input modules shall be able to accommodate 8, 16 or 32 inputs per module with a minimum grouping of 8 inputs with common ground per module.

b) Digital output modules

- i) Digital output modules shall provide transistor or relay contacts as output.
- ii) The relay contacts shall be rated for 24 V DC 5A or 220 V AC 6A and shall be capable of withstanding an inrush current of 15 A.
- iii) Digital output modules shall be able to accommodate 4, 8 or 16 individual outputs per module.

c) Analog input modules

- i) All analog inputs shall have a resolution of 0,1 %. All analog values shall be converted to at least a 12-bit digital signal for telemetry transmission.
- ii) Analog input modules shall be able to accommodate 2, 4 or 8 analog inputs per module.
- iii) All analog inputs shall be individually and galvanically isolated.
- iv) The following types of analog inputs shall be accommodated and shall be field selectable:
  - 0-5 V DC
  - 0-10 V DC
  - 0-20 mA and
  - 4-20 mA

d) Analog output modules

- i) All analog outputs shall have an accuracy of better than 0,1 % of full scale.
- ii) Analog output modules shall be able to accommodate at least 2, 4 or 8 analog outputs per module.
- iii) All analog output modules shall be individually and galvanically isolated.
- iv) The following types of analog inputs shall be available and shall be field selectable:

- 0-5 V DC
  - 0-10 V DC
  - 0-20 mA and
  - 4-20 mA
- e) Counter input modules
- i) Counter inputs shall be suitable for accumulating up to 65 536 pulses (16 bits) at the outstation, at a rate of up to 10 pulses per second.
  - ii) Counter inputs shall be suitable for potential free contacts.
  - iii) Counter input modules shall be able to accommodate at least 4 counter inputs per module.

### **Communication system**

- The Telemetry system shall primarily make use of a Digital Radio Carrier Frequency communications device to transmit and receive data between the base station (master) RTU and out station (slave) RTUs. Alternate communication means shall be via fibre optic or leased line (telephone) media using suitable converters and modulator / demodulators (MODEM).
- Only Radio Carrier equipment that is approved and licensed by the Independent Communications Authority of South Africa (ICASA) for use in the Republic of South Africa will be accepted.
- Radio transceivers shall preferably be fully synthesized and programmed only for those frequencies granted by ICASA for use in the project area.
- The Radio transceivers shall be capable of both data and regular voice channels (The voice channel shall be accessible during commissioning and fault finding).
- Radio equipment shall include repeater functionality where communications paths cannot be achieved directly. Radio signal repeating shall be provided by either linking two radios and using adjacent frequencies (more than 12.5 kHz separation) or by digital store-and-forward methods using the same frequency.

- Radio and Frequency selection shall be application specific and as detailed in the Particular Specification. In general the following frequencies and Radios shall be required:
  - a) Digital Radios using Frequency Shift Keying (FSK) operating in an allocated frequency of the UHF spectrum range (400-450 MHz)
  - b) Digital Trunked Radios using Time Division Multiplexing (TDMA) operating in an allocated frequency of the UHF spectrum range (380-400 MHz)
  - c) General System for Mobile Radio (GSM/GPRS) in the UHF range (900 MHz) operating under a public “cellular” service provider account.
  - d) Spread Spectrum Radios using IEEE802.11 standards operating in the 2.4 GHz, 3.5 GHz or 5 GHz “microwave” range under general unlicensed multi access wireless Ethernet principals.
- Each telemetry station (Radio and RTU) shall provide communication ports supporting physical link layer connectivity via RS-232/RS-422/RS-485/USB or Ethernet standards, and communications protocols such as Modbus-RTU, DNP-3, IEC60870-5-101, MPT1327 (Trunked Radio), GSM/GPRS (Packed Radio) and TCP/IP (Spread Spectrum Radio) for:
  - a) Communication link to master site (e.g. by modem)
  - b) Interface to diagnostics terminal
  - c) Interface to SCADA operator station
  - d) Interface with PLC's.

#### **Antennae and Masts**

- Antennae and mast selection shall be done based on a radio propagation study taking into account the topographical data in the area and the required signal strengths for reliable and error free transmissions.
- The type of antennae selected shall be suitable for the radio communications medium chosen and as specified in the Project Specification i.e. typically for UHF, GSM and Trunked radio this shall be a dipole whip type or collinear antennae or Yagi-uda type and for Microwave radio it shall be a parabolic dish.
- The complete structure of antennae and masts for base stations, out stations and repeater stations shall be capable of withstanding steady state or gusting wind velocities up to 160 km/h at 10 m above ground level.
- Where masts and antennae are erected in areas with expected temperatures below zero resulting in icing (or snow build-up), they shall additionally be capable of carrying a coating of ice of up to 12 mm thick

- Masts exceeding 8 m in height shall be either of tubular or lattice construction.
- All masts sections shall be galvanised in accordance with SABS 763-1977. No drilling, cutting, or welding shall be permitted after galvanising. All bolts, washers, nuts, thimbles, turn buckles and similar small parts shall be hot-dipped or otherwise electro- galvanised after machining is completed.
- Where riveted mast sections are offered, the riveting shall be carried out at the manufacturer's works employing heated high tensile steel rivets. Cold riveting on site shall not be acceptable.
- Tubular mast designs shall employ joints between sections, of the flanged, parallel sleeve socketed or taper sleeve socketed type. Screwed socketed types shall not be permitted. Only bolts and nuts shall be used for construction on site.
- Where masts require rigging to install, these shall be by wire ropes and such ropes shall be terminated using appropriate thimbles. Pressure weld splicing is preferred to the use of Crosby clamps or handmade splices.
- Where guy wires are attached to lattice masts, the guy wires shall not pull on the mast legs, but shall be attached to a guy tie frame.
- In the case of out and base station masts with a total height of less than 9 m, it will be preferable for the supplier to offer masts which can be erected and unrigged by the use of an erection mechanism. This type of mast shall be so designed that maintenance staff can lower them at will and re-erect them without requiring special cranes and/or rigging equipment.
- For fixed masts, a safety-climbing means/ device shall be supplied to enable maintenance of the masts and antennae to be carried out. If a caged ladder on the mast is to be used for maintenance purposes, it shall comply with the Occupational Health and Safety Act of 1993. The manufacturer shall supply detachable steps for the first 3 m of masts above ground level.
- When directional antennae must be mounted on the masts, the brackets and mounting hardware to be used shall allow redirection of the antennae without damaging painted and galvanised mast sections.
- Painting (when required as stated in the Project Specification) shall ensure that all mast sections and members are protected by an appropriate number of layers of the specified high-quality paint. The coating shall be applied in such a way that no bare metal is exposed on any part of the mast, mast base or guy wires and mounting accessories.
- Before painting any piece of metal, the surface shall be properly treated with the necessary reagents, solvents, etching primers and the like to ensure long-lasting protection of the metal surface by the paint.
- Galvanised mast members shall be treated in accordance with the requirements of SABS method 26 (as far as practically possible) or an equivalent method before any paint is applied to the metal surface.

- In the case of non-galvanised mast sections, paintings shall be done according to the SABS 046-1979 specifications.
- No section of any mast which is to be set in concrete (i.e. mast base section, holding down bolts, bolt frame, etc.) shall be galvanised. These sections shall be untreated mild steel, all protruding surfaces shall be thoroughly cleaned and painted with bitumen epoxy as per SABS 1200 HC after the footing has cured.
- The antennae cable shall be installed either inside the mast (accessible from removable covers) or in a 20 mm HDG Conduit with end caps attached to the mast via bolted saddles.
- In general masts taller than 30 m shall be equipped with aircraft warning lights with the amount and placement of lights in accordance with CAA recommendations as stipulated in the Project Specification.

## **Power Supply**

### **General**

- a) The complete Telemetry equipment shall be supplied with electrical power from either a low voltage mains supply source when available or a stand-alone generator power supply where mains supply is not available.
- b) The arrangement shall furthermore include battery back-up in all cases such that the Telemetry station remains operational for a prescribed amount of time in the event of a power outage as stipulated in the project Specifications.

### **Mains power supply**

- iv. Mains power supply shall be at low voltage, 230 V AC, 50 Hz single phase via a Circuit Breaker suitably sized to isolate the supply and protect the equipment against overload and/or short circuit.

### **Battery supply**

- Battery supply shall be at 12 V DC or 24 V DC with a suitable quantity and configuration chosen to suit the back-up time required with the calculated static load of all Telemetry related equipment. A fully operational back-up time of 24 hours is required unless otherwise specified
- Batteries shall be of the low maintenance or maintenance free types using Lead Calcium or Metal Halide cells.

### **Chargers**

- v. Battery chargers shall be designed to maximise battery life and effective battery capacity. Preference will be given to intelligent battery management type chargers. Chargers shall not permit the batteries to be overcharged or over depleted
- vi. The charger shall be rated to completely recharge the battery within 12 hours for a fully discharged battery at 25 °C while delivering the static load.
- vii. Photo Voltaic solar panels with associated battery chargers shall be provided at outstations and repeater stations when stipulated in the Project Specification. The capacity of these chargers shall be sufficient to allow operation of the system to continue under 80 % overcast conditions lasting for periods up to two weeks. Allowance shall also be made for the fact that dust and dirt may settle on the solar panels. Solar calculations shall be supplied by the Contractor for approval by the Engineer.
- viii. Solar panels shall be of the Photovoltaic multi-cell type and be fitted with a protective cover material that shall be installed in a frame of hot dipped galvanized angle iron at least 3 mm thick. The frames shall make it difficult to remove the panels without special tools or shall be lockable.

- ix. Solar panels shall be provided with a switch to detect its removal and this signal shall be relayed to the outstation inputs for transmission as an alarm.
- x. When called for in the Project Specification, Wind chargers shall also be required. A horizontal variable wind turbine type charger shall be provided and sized to suit the installation.
- xi. Wind turbine chargers shall be supplied complete with mounting mast and shall be mounted so that there is no interference with the radio mast. The blades of the propeller shall have at least a 2,5 m ground clearance. The blades shall automatically furl in high winds (>16 m/s) to govern the speed.
- xii. Wind turbines shall be equipped with maintenance free sealed bearings. If the charger is mounted in areas with expected sub-zero temperatures, the bearing lubrication shall be chosen to operate below freezing point.
- xiii. The charger output shall match the batteries and shall be either 12 V DC or 24 V DC. In light winds (4 – 8m/s), the charger shall still be capable of delivering a minimum of 10 % of rated output.

### **Maintenance Facilities**

The telemetry system shall provide facilities to enable non-qualified personnel to be able to assess the proper operation of a station.

#### Indications

The status (program running/failed and communications OK/failed) of each I/O module and channel shall be indicated by visible status LED's.

#### Test transmissions

A selector switch shall be provided to enable a Test Transmission to be sent and received from a selected outstation to assess the quality of communications.

#### Serial port

A serial port shall allow a maintenance PC (e.g., Laptop) to monitor the communication system of any outstation

## **INSTALLATION REQUIREMENTS**

### **General**

- The Telemetry equipment shall be installed in a dedicated enclosure conforming to the Engineering Specification SPE-II-0001 "General Electronic Installations".
- A separate enclosure shall be provided for each Telemetry station related to a reservoir, pump station or treatment works as called for in the Project Specification.
- The installation, termination, earthing and lightning/ surge protection of the Telemetry enclosure (and all associated components) shall conform to the requirements of the Engineering Specification SPE-II-0001"General Electronic Installations" with additional requirements stipulated below.

### **Telemetry Antennae and Masts Air Terminal**

- A vertical steel or copper clad steel rod or tube lightning conductor, of minimum diameter 15 mm) shall extend above the top of all masts so as to provide a 30 degree cone of protection (measured to the vertical). The rod shall be bonded to the mast by welding or brazing except where otherwise indicated in the Project Specification.
- A copper bonding conductor of 70 mm<sup>2</sup> cross sectional area bare stranded copper shall be run from the top of the mast downwards. This conductor shall be bonded to the mast at several points, with the

interval between adjacent bonds not exceeding 1,5 m. All metallic elements in the vicinity of down conductors should be bonded to the conductor. The top bond to the down conductor shall be to the air terminal on top of the mast. The bonding shall be done by welding or brazing process in the case of non-galvanized sections and by the use of clamps in the case of galvanized sections. The bottom end of the down conductor shall be bonded to the earth point.

## Antennae

- At least one point on each antenna shall be directly connected to the protective earth. Antennae shall be mounted to the masts with suitable clamps and no metal or plastic straps shall be used for this purpose

## TESTING AND COMMISSIONING

The Telemetry system shall be fully tested and commissioned as described in the Engineering Specification SPE-II-0001 "General Electronic Installations" with specific attention to the following:

- a) The Radio frequency, transmission strength and received signal intensity shall be tested, measured, and recorded in order to ensure reliable and error free transmission. A copy of all tests and measurements shall be submitted to the Engineer for approval and shall be bound into the Operations and Maintenance manuals.
- b) The RTUs shall be tested with their configurations (and software if programmable units have been specified) loaded into the devices and connected to the actual devices, by simulation of the physical I/O devices to equipment such as MCCs and Field Instrumentation and the Operator interface HMI and / or SCAD

## DOCUMENTATION AND TRAINING

Comprehensive documentation, training and operations & maintenance manuals shall be provided for each Telemetry station provided for the reservoir, pump station and/ or treatment works under this contract; all as described in the Engineering Specification SPE-II-0001 "General Electronic Installations"

## SUPPLY, INSTALL, REPAIR, UPGRADE AND MAINTAIN THE NEW AND EXISTING AND NEWLY INSTALLED TELEMETRY MANAGEMENT SYSTEM IN ORDER ENHANCE SERVICE DELIVERY.

### Objective

This scope of work is to formalise and clearly communicate the various hardware, services, systems, function and functionalities required by JGDM to Supply, install, repair, upgrade and maintain the existing and new telemetry management system in order enhance service delivery.

The estimated number of sites that are equipped with telemetry RTU and logger stations are as follows table 1 below.

|                                       |   |     |
|---------------------------------------|---|-----|
| ▪ Potable water sites                 | ≈ | 106 |
| ▪ Digi-peater / Repeater sites        | ≈ | 3   |
| ▪ Sanitation Pump Station (SPS) sites | ≈ | 0   |
| ▪ Booster/Sewer Pump Station sites    | ≈ | 0   |
| ▪ Water Treatment Works               | ≈ | 10  |
| ▪ Wastewater Treatment Works          | ≈ | 0   |
| ▪ Reservoirs online instruments       | ≈ | 106 |
| ▪ Pump Stations online instruments    | ≈ | 25  |

*Table 1 Site with telemetry installed*

Equipment to be supplied under this contract shall strictly comply or be compatible with the existing equipment specifications.

The services to be rendered in accordance with this specification are set out in detail in all the constituent parts of this document, but can be summarised as;

Checking and verifying the correct operation of existing Master Station communications interfaces, cell modems, existing Analog/Digital radio modems, network switches and cabling.

- a) Checking and verifying the correct operation of the existing Master Station radio equipment, antenna installations and RF cabling.
- b) Checking and verifying the correct configuration of the existing Master Station SCADA software
- c) Software Upgrades and expanding of the existing SCADA software to incorporate new outstations as later detailed.
- d) Checking and verifying the correct operation of instrumentation as specified.
- e) Servicing and upgrading where necessary of the existing telemetry outstations in positions as indicated, including outstation RF equipment, cabling, power supplies and interfacing to pump station motor control centres MCC
- f) Repair and maintain Level measuring sensors
- g) Allowance for additional Digital data communication repeater installations in positions to be determined. The new radios shall be fully compatible with the existing radio and repeater system.
- h) Maintenance of SCADA views nodes which includes cleaning and blowing out dust out of computer boxes.
- i) Training and documentation as specified.
- j) Comprehensive and an all-inclusive maintenance program Pro-active and re-active of the entire system for the duration of the contract

It shall be compulsory that only experienced, trained and fully certified (Adroit & Elpro Certified) companies, technicians and engineers shall be allowed to provide the above services. The tender shall ensure that the company as well as its personnel complies with this requirement and provide proof of certification. All Equipment operates in the UHF High Band, between 400 and 450 Mhz.

### **Contract Duration**

The contract is for the period of three years subject to service level agreement to be entered into between the service provider and the employer.

### **Detailed Scope Of Work**

The full instrument outstation consists of the following main components:

- a) IP 65 rated Cabinet
- b) Power Supply
- c) Transient (Surge) Protection
- d) RTU (Elpro 1-5 & 1-4 – Transceiver with built in Radio) + I/O Modules
- e) Antenna, mast and RF cabling'
- f) Various types of Instrumentation:
- g) Pressure
- h) Flow
- i) Level
- j) Online Quality Meter (Chlorine, Turbidity, pH, Temperature, Chlorine)

k) Earthing installation

## Frequency Band

All Equipment operates in the UHF High Band, between 400 and 450 Mhz. and some on 5Mhz on our line-of-sight radio medium especially for Substations and view reservoirs for pump control.

## Master Station Hardware

The Master Station Computers for the telemetry system are installed in the Technical Operations Centre at JGDM offices. The equipment exists and shall be retained and maintained under this contract. The Master Station hardware consists of the following:

- a) Adroit SCADA HMI Servers
- b) Modem (Remote Access) RTU
- c) Elpro RTU
- d) View Nodes

## Routine Maintenance Requirements

This tender call for extensive maintenance work to be done on the existing telemetry equipment over the period of the contract. The contractor shall prove that it has extensive experience in maintaining such critical equipment and systems.

Routine maintenance shall include but not limited to the following inspections and tests to be done at all the remote telemetry outstations:

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Telemetry Enclosure | <ul style="list-style-type: none"><li>• External condition of enclosure</li><li>• Internal condition of enclosure</li><li>• Gland plate fixing and rust</li><li>• Glands and rubber boots – general condition</li><li>• Water seepage at glands</li><li>• Rawbolts and mounting brackets – fixing</li><li>• Conduits/trunking/cable trays etc.</li></ul>                                                       |
| Antenna Inspection  | <ul style="list-style-type: none"><li>• Forward Power</li><li>• Reverse Power</li><li>• Check RF connector at T-Piece</li><li>• Check RF connector at Antenna</li><li>• Condition of Coaxial Cable</li><li>• Surge arrestor i.e. ¼ stub, poly-phaser or applicable.</li><li>• Antenna bracket mountings</li><li>• Mast mounting onto bracket</li><li>• Visual inspection of antenna – condition etc.</li></ul> |
| Earthing Inspection | <ul style="list-style-type: none"><li>• Check earth pin still exists</li><li>• Check earth clamp</li><li>• Earth cable present and physical condition</li><li>• Earth bar to earth pin</li><li>• Mast top to earth pin</li><li>• Antenna to earth bar</li><li>• Earth to MCC earth bar</li></ul>                                                                                                               |

|                                   |                                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | <ul style="list-style-type: none"> <li>• Check earthing of RF and telemetry surge arrestors</li> <li>• Measure earth impedance</li> <li>• Earth bar</li> <li>• Mast top</li> <li>• Antenna earth</li> </ul>                                                                                                                              |
| Mains and Power Supply Inspection | <ul style="list-style-type: none"> <li>• Measure input voltage on Power supply</li> <li>• Measure open circuit voltage on power supply (Pre-adjust)</li> <li>• In circuit voltage</li> <li>• Charging current</li> <li>• Check connectors are tight on P/S</li> <li>• Check supply voltage on RTU</li> </ul>                             |
| Battery Inspection                | <ul style="list-style-type: none"> <li>• Open circuit voltage</li> <li>• In circuit voltage</li> <li>• Check for corrosion on terminals</li> <li>• Check battery terminal connectors</li> <li>• Battery Load test (require load tester)</li> <li>• Voltage at beginning of load test</li> <li>• Battery voltage after 15 mins</li> </ul> |
| Desired Control and Status        | <ul style="list-style-type: none"> <li>• Start/Stop Pump Control &amp; Status</li> <li>• Open/Close Valve Control &amp; Status</li> <li>• Flow Monitoring</li> <li>• Discharge/Suction Pressure</li> <li>• VSD speed Control and Status</li> <li>• Intrusion Alarm</li> </ul>                                                            |
| Remote Access                     | <ul style="list-style-type: none"> <li>• Dial-up</li> <li>• Internet</li> <li>• Cellular Modems</li> <li>• Cell phone</li> <li>• Remote monitoring and Control</li> <li>• Real-time customer usage</li> </ul>                                                                                                                            |

All the tests shall be carefully recorded in the maintenance book and shall be reported to the client.

### **Materials and Workmanship**

All materials and components used in the manufacture and fabrication of equipment to be supplied under this contract shall conform to SABS / ISO standards and shall be new and of the best quality and class suitable for the purpose specified.

### **Documentation and Tools**

- a) The documentation shall include:
  - a) Overall system description.
  - b) Block diagrams showing arrangement of the equipment.
  - c) Outline dimensions and fixing details.

- d) Cable-block requirements showing cable requirements.
- e) Full technical information of each component / module including all schematic drawings. Printed publications that illustrate, in full detail, the equipment offered.
- f) Operating instructions including information enabling an operator to re- program the system.
- g) A set of As-Build drawings for each station.

Tools required:

- b) The contractor shall ensure that its installation and maintenance personnel tools are always in good and effective working condition.

Layout of Installation

- c) It is imperative that JGDM maintains a robust modular RTU system. It must be easy to remove, replace and repair any modular unit without opening-up units.

All IO, Radio, Power, surge protection and other sub-components shall be self- contained units which shall be easily removable.

It shall be easy to expand IO, surge protection, and communication mediums to the RTU i.e. be modular / components.

All wiring shall be contained within conduit or trunking or within metal enclosed equipment.

When two or more parallel rows of terminal blocks are used, the clear space between the blocks shall be at least 120 mm.

Where two or more pieces of electrical equipment in close proximity have similar signal or supply conditions, the use of a junction box to group the tail cables shall be made in order that a common multi-core cable may be run to the control room.

Cable entries into outdoor junction boxes shall be bottom entry only.

Cables carrying 230 VAC (power or ON/OFF signals) may only be run on the same cable tray as analogue signal cables if the spacing between the cables is at least 100mm, or if individually and overall screened cables are used. Low voltage signals and power/audio output signals may not be run in the same cable without the permission of Process Control management.

## **Installation of Equipment**

Equipment shall be mounted for maximum accessibility and visibility.

Workmanship shall be of good quality and all cutting, drilling, welding, etc., shall be neatly done.

Each completed installation, including supports, brackets and wiring shall present a clean, compact appearance.

All fixing hardware for field mounted equipment shall be finished off free from burrs or jagged edges.

The tenderer shall price to have these centers available during the contract and for a minimum period of three years after the completion of the contract.

## **Training Requirements**

The following minimum training shall be required under the contract:

Introductory & intermediate Telemetry Communication. This shall include theoretical as well as extensive practical training and exercises.

Advanced Telemetry Communication to such a level that client will be totally self-sufficient. This shall include theoretical as well as extensive practical training and exercises.

Introductory and intermediate Telemetry (RTU) Configuration & Programming tools. This shall include theoretical as well as extensive practical training and exercises.

- 1.1.2. Advanced Telemetry (RTU) Configuration & Programming tools. This shall include theoretical as well as extensive practical training and exercises.
- 1.1.3. Introductory, intermediate, and advance training on Low-power Data Loggers, including theoretical as well as practical training.
- 1.1.4. Training on RF cable replacer. Theoretical as well as practical.
- 1.1.5. Training on Communications Platform (Digital Radios, GSM, etc.) Introductory and intermediate. Theoretical as well as practical.
- 1.1.6. Advance training on Communications Platform. This shall include routing, switching, redundancy, antennas, RF theory, cyber security, PLC programming basic to advance, servers tc. This shall be to such a level that the client will be self-sufficient. Theoretical as well as practical training exercises.
- 1.1.7. Advance training on Communications Platform. This shall include routing, switching, redundancy, antennas, RF theory, cyber security, etc. This shall be to such a level that the client will be self-sufficient. Theoretical as well as practical training exercises.
- 1.1.8. RTU, IO modules & Surge Protection (Introductory & Intermediate). This shall include hardware, firmware, fault finding, etc.
- 1.1.9. RTU, IO modules & Surge Protection (Advanced) to such a level that the client shall be able to be self-sufficient in designing and engineering of complete stations.
- 1.1.10. Standard Specifications for a Radio Communication System
- 1.1.11. A radio communications system is assumed to comprise to all of the items described in the following paragraphs. Where the Specification or Schedules (Bill) of Quantity call for any of these items, the equipment supplied shall meet and be installed according to these specifications.
- 1.1.12. Only radio carrier equipment which is approved by the Independent Communications Authority of South Africa (ICASA) for use in the Republic of South Africa in terms of Radio Act, Act 3 of 1952, shall be offered. The contractor shall, on request, provide JGDM with a copy of the relevant certificate of approval. (Type approval certificate)
- 1.1.13. The solid-state and other components shall be used well within their rating and the temperatures occurring within them shall be well within the manufacturer's safe operating area curves. No fans shall be allowed for cooling.
- 1.1.14. All components shall be protected against output stage short circuiting, operation in open circuit or as a result of antenna mismatching or mistuning.
- 1.1.15. Terminations and connectors used on co-axial cables shall have an insertion loss of less than 0,3dB and a VSWR (Voltage Standing Wave Ratio) of less than
- 1.1.16. Radio transceivers shall be fully synthesized and programmed only for those frequencies granted by the Department of Communications.
- 1.1.17. Equipment supplied shall be suitable for operation in the following conditions:
  - a) Altitude above sea level : 0 to 2 500 m
  - b) Ambient temperature : -40 to 70°C
  - c) Wind velocity, at 10m above ground level : 0 to 160 km/h, steady to gusting
  - d) Relative humidity : Max 95 % at 40°C – Non- condensing
- 1.1.18. All equipment offered and supplied to the requirements of this specification shall also be splash proof and shall meet or exceed standards for humidity. The equipment may have to operate under cyclic conditions of low temperature with associated low humidity and shall be able to tolerate these cyclic conditions.

## **1.2. Telemetry Data Communication Network Specification**

- 1.2.1. The Telemetry system forms an extremely important component to JGDM complete business solution and integrates with numerous other system as the client deem necessary.

1.2.2. The following communication mediums shall be utilised within the JGDM telemetry communications infrastructure:

- a) UHF privately owned radio communication network registered with ICASA.
- b) A GSM/GPRS communication network on a GDSP system.
- c) Wi-Fi Radio Networks.
- d) Fiber Network.

### **1.3. Medium Utilisation**

1.3.1. The order in which communication mediums shall be utilized shall be as follow:

1.3.2. Where reliable fibre (Ethernet) is available to a remote site, it shall be used as the primary communication medium, with UHF radio communication as the secondary communication medium.

1.3.3. Where no fibre is available, UHF licensed radio communications shall be utilized as the primary communications medium, with GSM-GDSP as secondary medium.

1.3.4. Where neither fibre nor UHF radio is not possible to be utilized, GSM-GDSP shall be used as the primary communications medium, and Wi-Fi shall be utilized as secondary medium.

1.3.5. Satellite communications may be considered in the future if the pricing and availability is favorable but is not utilized under the current Telemetry Data Communication Network.

### **1.4. Network Planning and Report**

1.4.1. The telemetry system requires an extensive communications network that shall be capable to utilize a combination of communication mediums, depicted by the specific station conditions and clients requirements.

1.4.2. The contractor shall conduct an extensive network planning audit whereby the various communication methodologies required, at each site, shall be evaluated and planned. The contractor shall generate an extensive network design report giving at least the following:

- a) Execute an extensive RF profile mapping determining the best RF UHF routes to be utilized to each and every site in the network.
- b) Evaluate the best master and back-up communication mediums to be used.
- c) Determine antenna systems required.

### **1.5. Communication Functional Requirement**

1.5.1. The Communication device at the outstations shall be capable to supply multiple communication mediums, with different communication requirements as required per application. The communication equipment shall offer multiple interface options in a compact single robust package which adapts freely to indoor and outdoor environments.

1.5.2. The Communication device shall have the following minimum mediums and functionalities:

- a) A UHF Radio Communication capable to a data transfer of 128 Kilobytes per second, with an adaptive modulation scheme and Carrier Sense Multiple Access control.
- b) A GSM data communication unit capable of communicating on the Vodacom GDSP network.
- c) A Wi-Fi communication unit capable of communicating on the 2.4 GHz frequency.
- d) At least one, preferably two, Ethernet ports of which one can be interfaced with a Fibre Network.
- e) At Least two RS 232 port, one configurable as RS 485 Port.
- f) Full networking capability with Layer 2 switching with Spanning Tree, VLANs, IGMP and Layer 3 static routing and bridging from/to any interface.
- g) Advanced Cybersecurity.
- h) Forward Error Correction.
- i) Primary and Secondary path routing.
- j) As many as 8 RF store-and-forward capability.
- k) Greater than 10 Years MTBF (Mean Time between Failures).
- l) ICASA Approved.

1.5.3. These functionalities shall be available in one hardware platform configurable to the requirement at each site.

1.5.4. The communication network solution must utilize various communication methods, modulations and securities to ensure stability, functionality and redundancy. The expansion and grid-based solutions must fully integrate with the existing radio network.

### 1.6. UHF Radio Equipment

1.6.1. The expanded communication grid solution shall have a comprehensive security framework to support three unique facets of enterprise requirements: device, user and network security. This shall meet the needs for functional and application flexibility and ease of use.

### **MANDATORY REQUIREMENTS**

Bidders must provide the following with their bid Document

| No | Requirement                                                    | Proof to be attached                                                                                                                                               |
|----|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Quality Assurance<br><br>ISO 9001:2015 Certification           | ISO 9001:2008 Valid Certification of the Bidder                                                                                                                    |
| 2  | Occupational Health and Safety<br><br>OHSAS 18001 or ISO 45001 | OHSAS 18001 or ISO 45001 Valid Certification of the Bidder                                                                                                         |
| 3  | ICASA Certification Document                                   | The Bidder shall provide and attach the Approval Certificate from Independent Communications Authority of South Africa (ICASA) on proposed radio carrier equipment |
| 4  | Technical Personnel with Trade Test Certificate                | The Bidder shall provide and attach Certified Copy of Artisan Instrumentation/Electrical Trade Test Certificate                                                    |

**Failure to provide proof for the above-mentioned returnable documents will result in disqualification.**

### **PRICING SCHEDULE**

The pricing schedule is broken down into two parts, Capex and Maintenance. Both components must be completed by the bidder. Failure to complete the Pricing Schedule in full will result in disqualification

### **JGDM TELEMETRY PROJECT CAPEX PRICING SCHEDULE**

| Item | Site | Description                                                                                                                                         | Qty | Unit Price (Vat excl.)<br>R | Total Price (Vat excl.)<br>R |
|------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------|------------------------------|
| 1    |      | <b>TELEMETRY EQUIPMENT with the following Specifications</b>                                                                                        | 1   |                             |                              |
| 1,1  |      | 415E-2 Ethernet Networking I/O and Gateway - Modbus TCP/RTU gateway, Embedded modbus master/slave for I/O transfer, DNP3 I/O and gateway (level 2+) |     |                             |                              |

| Item | Site                                                               | Description                                                                              | Qty | Unit Price (Vat excl.)<br>R | Total Price (Vat excl.)<br>R |
|------|--------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----|-----------------------------|------------------------------|
| 1,2  |                                                                    | 8 digital inputs (shared with outputs), 1–4 configurable as PI or PO                     |     |                             |                              |
| 1,3  |                                                                    | 8 digital outputs (shared with inputs), 1–4 configurable as PI or PO                     |     |                             |                              |
| 1,4  |                                                                    | 4 AI (2 differential, 2 single ended)                                                    |     |                             |                              |
| 1,5  |                                                                    | 2 AO (sourcing)                                                                          |     |                             |                              |
| 1,6  |                                                                    | Battery 45Ah 12Volt                                                                      |     |                             |                              |
| 1,7  |                                                                    | GPRS Antennae                                                                            |     |                             |                              |
| 1,8  |                                                                    | Elpro 645M GPRS Router                                                                   |     |                             |                              |
| 1,9  |                                                                    | Meanwell Power Supply                                                                    |     |                             |                              |
|      |                                                                    |                                                                                          |     |                             |                              |
| 2    |                                                                    | LEVEL MEASUREMENT - ULTRASONIC DEVICE                                                    | 1   |                             |                              |
| 2,1  |                                                                    | MERCURY FLOAT SWITCH 20M CABLE 1A 250V for continuous level control switching of liquids | 1   |                             |                              |
| 2.2  |                                                                    | Vandal Proof Mounting Brackets/Enclosure                                                 | 1   |                             |                              |
| 2.3  |                                                                    | Instrument Cable – Including Trenching                                                   | 1   |                             |                              |
|      |                                                                    |                                                                                          |     |                             |                              |
| 3    |                                                                    | LABOUR                                                                                   |     |                             |                              |
| 3,1  |                                                                    | Project Management                                                                       | 1   |                             |                              |
| 3,2  |                                                                    | Design                                                                                   | 1   |                             |                              |
| 3,3  |                                                                    | Telemetry Panel Wiring                                                                   | 1   |                             |                              |
| 3,4  |                                                                    | Installation                                                                             | 1   |                             |                              |
| 3,5  |                                                                    | Commissioning                                                                            | 1   |                             |                              |
| 3,6  |                                                                    | Documentation and Handover                                                               | 1   |                             |                              |
|      |                                                                    |                                                                                          |     |                             |                              |
|      | Subtotal 1-Telemetry System for 1 Site: (Item 1 + Item 2 + Item 3) |                                                                                          |     |                             |                              |

| Item | Site                          | Description                                                                                                                                            | Qty | Unit Price (Vat excl.)<br>R | Total Price (Vat excl.)<br>R |
|------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------|------------------------------|
| 4    |                               | <b>SCADA &amp; Fault Tolerant Server</b>                                                                                                               |     |                             |                              |
| 4,1  |                               | ThinManager SCADA Solution - License & Engineering                                                                                                     | 1   |                             |                              |
| 4,2  | Fault Tolerant Server - SCADA | ftServer 2900, 1-socket, 2.2 GHz 10-core processor                                                                                                     | 1   |                             |                              |
|      |                               | Automated Uptime Layer for VMware vSphere 6.7-based Class C ftServer Systems, Release 6.7                                                              | 1   |                             |                              |
|      |                               | Microsoft Windows Server 2016 Standard Edition Media Kit, license for minimum quantity of 16-cores (for P2900-1S, which has 10 cores). Provides 2 VMs. | 3   |                             |                              |
|      |                               | Win 2016 Remote Desktop Services Device CAL, 5 CALs version                                                                                            | 1   |                             |                              |
|      |                               | Microsoft® Windows Server® 2019 Client Access License (5 Device)                                                                                       | 1   |                             |                              |
|      |                               | VMware vSphere Essentials Kit for 3 hosts (Max 2 processors per host)                                                                                  | 1   |                             |                              |
|      |                               | 32 GB DDR4 RDIMM                                                                                                                                       | 4   |                             |                              |
|      |                               | ftServer disk filler panel                                                                                                                             | 12  |                             |                              |
|      |                               | 600GB 15K 12Gb SAS 2.5-inch HDD                                                                                                                        | 4   |                             |                              |
|      |                               | ftServer USB Keyboard/Mouse                                                                                                                            | 1   |                             |                              |
| 4,3  | Monitor                       | MECER 42" 16X9 FULL HD 1920X1080 LED MONITOR                                                                                                           | 1   |                             |                              |
|      |                               |                                                                                                                                                        |     |                             |                              |
| 4,4  | One-Time Service Fees         | ftServer 29xx Jumpstart System Installation ESX                                                                                                        | 1   |                             |                              |
|      | Once-Off Installation Fees    | VMware Getting Started Education Package                                                                                                               | 1   |                             |                              |
|      |                               |                                                                                                                                                        |     |                             |                              |
| 5    | System Upgrades               | Adroit ver 8 to ver 10 Upgrades                                                                                                                        | 6   |                             |                              |

| Item                                             | Site                          | Description | Qty | Unit Price (Vat excl.)<br>R | Total Price (Vat excl.)<br>R |
|--------------------------------------------------|-------------------------------|-------------|-----|-----------------------------|------------------------------|
|                                                  |                               |             |     |                             |                              |
|                                                  | Subtotal 2: (Item 4 + Item 5) |             |     |                             |                              |
|                                                  |                               |             |     |                             |                              |
| TELEMETRY SYSTEM COSTS FOR 50 SITES (Subtotal 1) |                               |             | 50  |                             |                              |
| FT SERVER & SCADA UPGRADE (Subtotal 2)           |                               |             | 2   |                             |                              |
| <b><u>SUBTOTAL 3</u></b>                         |                               |             |     |                             |                              |

**JGDM TELEMETRY PROJECT MAINTENANCE OF TELEMETRY, SCADA & INSTRUMENTATION PRICING SCHEDULE**

| Item                                              | Site                                | Description                                                                                                                                                                                                             | Qty | Unit Price (Vat excl.)<br>R | Total Price (Vat excl.)<br>R |
|---------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------|------------------------------|
| 1                                                 | 25 New Sites                        | Pumpstation and Wastewater site: Pro-active System Management and Improvement inclusive of spare parts, software updates, resources, travel, support and maintenance for maximum operational efficiency 24/7/365.       | 1   |                             |                              |
| 2                                                 | 106 existing and 20 new water sites | Pumpstation and Reservoir Water sites: Pro-active System Management and Improvement inclusive of spare parts, software updates, resources, travel, support and maintenance for maximum operational efficiency 24/7/365. | 1   |                             |                              |
| Subtotal 4: (Item 1 + Item 2)                     |                                     |                                                                                                                                                                                                                         |     |                             |                              |
| APPROXIMATE MAINTENANCE - YEAR 1                  |                                     |                                                                                                                                                                                                                         | 12  |                             |                              |
| APPROXIMATE MAINTENANCE - YEAR 2                  |                                     |                                                                                                                                                                                                                         | 12  |                             |                              |
| APPROXIMATE MAINTENANCE - YEAR 3                  |                                     |                                                                                                                                                                                                                         | 12  |                             |                              |
|                                                   |                                     |                                                                                                                                                                                                                         |     |                             |                              |
| ESTIMATED 3 YEAR'S TOTAL MAINTENANCE COST         |                                     |                                                                                                                                                                                                                         |     | R                           |                              |
| 3 YEAR'S ESTIMATE WITH CAPEX PORTION (Subtotal 3) |                                     |                                                                                                                                                                                                                         |     | R                           |                              |
| <b>SUBTOTAL 5</b>                                 |                                     |                                                                                                                                                                                                                         |     | R                           |                              |

|       |   |
|-------|---|
| VAT   | R |
| TOTAL | R |

## Evaluation Criteria

The Bids will be evaluated on the basis on the Preferential Procurement Policy Framework Act (ActNo.5, 2000), and the regulations pertaining thereto (2017), as well as the Joe Gqabi Economic Development Agency's (JoGEDA) Supply Chain Management Policy 80/20 preference point system will be used.

### Functionality Assessment

| Criteria                                                                                                                                                                                                                                                                                                                                                | Evidence Required                                                                                                                                                                                                                                                                                                                                                                   | Min Points | Max Points |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| <b>1. Supplier/Company Experience</b>                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                     |            |            |
| The bidder (company) must confirm projects/contracts where projects of Telemetry Construction Projects and/or Maintenance of R10m and above were carried out successfully within the past 5 years<br>5 points per project completed up to a maximum of<br><b>30 points</b><br>No Orders or Appointment letters and Reference letters<br><b>0 points</b> | COMPANY ASSESSMENT Attach copies of any of the following: Orders or Appointment Letters or Contract AND<br>PERFORMANCE ASSESSMENT Corresponding Reference letters from previous clients for each Order, Appointment letter or Contract. Reference letter should include:<br>Name of bidder, Project Name and Number, Project Value,<br>Duration and recommendation from the client. | 15         | 30         |
| <b>2. Financial Viability:</b> Confirmation of latest financial standing (bank rating) from the Tenderer's financial institution. Bank letter must be dated not less than 3 months                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                     |            |            |
| <b>Financial Viability</b><br><br>Attach Company banking rating letter for Professional Service Provider                                                                                                                                                                                                                                                | Grading                                                                                                                                                                                                                                                                                                                                                                             |            | Points     |
|                                                                                                                                                                                                                                                                                                                                                         | A                                                                                                                                                                                                                                                                                                                                                                                   | 10         | 6          |
|                                                                                                                                                                                                                                                                                                                                                         | B                                                                                                                                                                                                                                                                                                                                                                                   |            | 8          |
|                                                                                                                                                                                                                                                                                                                                                         | C                                                                                                                                                                                                                                                                                                                                                                                   |            | 6          |
|                                                                                                                                                                                                                                                                                                                                                         | D                                                                                                                                                                                                                                                                                                                                                                                   |            | 4          |
|                                                                                                                                                                                                                                                                                                                                                         | E                                                                                                                                                                                                                                                                                                                                                                                   |            | 0          |
| <b>TOTAL POINTS</b>                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                     | <b>21</b>  | <b>40</b>  |

Bidders must obtain minimum points of 21 points out of 40 points to qualify for the evaluation of price

#### **PRICE AND B-BBEE MBD 6.1**

|        |    |
|--------|----|
| Price  | 80 |
| B-BBEE | 20 |

In terms of Regulation 5(2) and 6(2) of the revised Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contributions. Submission of a valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) is a requisite. Sworn affidavits from Exempted Micro Enterprise (EME) with an annual turnover of R10 million and less will be accepted. Bidders will not be disqualified for non- submission of a B-BBEE Verification Certificate but will be declared as non-compliant contributor. Trusts, consortiums or joint ventures are advised to submit a consolidated B-BBEE scorecard. Originally, certified copies must not be older than 3 months.

#### **Calculation of final points**

The final score of bidder will be calculated by adding points awarded for B-BBEE status level of contribution and the points scored for price; and ranked.

The bid will be awarded to the responsive bidder that has scored the highest final total points, notwithstanding the Joe Gqabi Economic Development Agency's right not to accept any bid.

### **5. GENERAL CONDITIONS**

General conditions of contract will apply in this bid.

#### **1. OBTAINING BID DOCUMENTS**

- Bid documents will only be emailed to the selected bidders

#### **2. LATE BIDS**

- Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).
- All dates and times in this bid are South African standard time. Any time or date in this bid is subject to change at JOGEDA's discretion. The establishment of a time or date in this bid does not create an obligation on the part of JOGEDA to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established.
- The bidder accepts that, if JOGEDA extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

### **3. AWARDING OF BID**

- The bid will be awarded to the bidder who scored the highest total number of points as prescribed in the PPPFA, SCM Policy, 2017 and Preferential Procurement Regulations of 2017.
- In exceptional cases the bid may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. Reasons for such decision must be approved and recorded for audit purposes and must be justifiable in the court of law (as prescribed on the Preferential Procurement Regulations 2017).

### **4. RESPONSE FORMAT (SUBMISSION OF PROPOSAL)**

- The proposals must be submitted in the prescribed format. Standard bidding documents attached with terms of reference should be filled in (not re-typed).
- Service providers are required to submit all the above in one envelope if submission is via courier services.
- Cover Page: (the cover page must clearly indicate the bid reference number, description and the service provider name)

### **5. PRESENTATION / DEMONSTRATION**

- No presentation required

### **6. REPORTING**

- Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the agency the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

### **7. TIMEFRAME**

- The project commences upon date of signing of the Service Level Agreement (SLA) between JoGEDA and the service provider.

### **8. COUNTER CONDITIONS**

- Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

### **9. BRIEFING SESSION**

- Mandatory briefing session will take on the 11 January 2023

### **10. ENQUIRIES**

- **Enquiries** maybe directed to: SCM Officer - Supply Chain Management. Only written queries will be replied to for record purposes, so all queries to be forwarded to **Email: [scmjogeda@jogeda.co.za](mailto:scmjogeda@jogeda.co.za)**
- Questions relating to bid from bidder(s) Service providers are encouraged to submit written queries, on a company letterhead (via email). The queries shall be responded to within 3 working days.
- Queries received after the **16 January 2023** shall not be responded to.

- The enquiries will be consolidated and JOGEDA will respond within 3 days after the last day of enquiries.
- JoGEDA will endeavor to inform bidders of the progress until conclusion of the tender.



## **PART 5**

### **ANNEXURE A-P**

**FAILURE TO COMPLETE ALL RELEVANT FORMS WILL LEAD TO YOUR BID BEING REJECTED**

## ANNEXURE A

### AUTHORITY TO SIGN A BID

#### A. COMPANIES

If a Service provider is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the company must be submitted with this BID, that is before the closing time and date of the BID

#### AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20.....,  
Mr/Mrs..... (whose  
signature appears below) has been duly authorised to sign all documents in connection with this BID on  
behalf of

(Name of Company)

.....

IN HIS/HER CAPACITY AS:

.....

SIGNED ON BEHALF OF COMPANY:

.....(PRINT NAME)

SIGNATURE OF SIGNATORY: ..... DATE: .....

WITNESSES: 1 ..... DATE: .....

WITNESSES: 2 .....DATE:.....

#### B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

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

.....

SIGNATURE..... DATE.....

#### C. PARTNERSHIP

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

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

.....

.....

.....

We, the undersigned partners in the business trading  
as.....

.....  
hereby authorise .....to sign this BID as well as any contract  
resulting from the BID and any other documents and correspondence in connection with this BID and /or  
contract on behalf of

.....  
SIGNATURE

.....  
SIGNATURE

.....  
SIGNATURE

.....  
DATE

.....  
DATE

.....  
DATE

#### **D. CLOSE CORPORATION**

In the case of a close corporation submitting a BID, a certified copy of the Founding Statement of such corporation shall be included with the BID, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf. By resolution of members at a meeting on

..... 20..... at .....

Mr/Ms....., whose signature appears below, has been  
authorised to sign all documents in connection with this BID on behalf of (Name of Close Corporation)

.....  
..... SIGNED ON BEHALF OF CLOSE CORPORATION:

..... (PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

SIGNATURE OF SIGNATORY: .....

DATE:.....

**WITNESSES: 1**..... **DATE:** .....

**WITNESSES: 2** ..... **DATE:** .....

#### **E. CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the BID, together with the resolution by its members authoring a member or other official of the co-operative to sign the BID documents on their behalf. By resolution of members at a meeting on ..... 20.....  
at..... Mr/Ms....., whose signature  
appears below, has been authorised to sign all documents in connection with this BID on behalf of (Name

of cooperative) .....  
.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

**IN HIS/HER CAPACITY AS:**..... **DATE:**

.....

SIGNED ON BEHALF OF CO-OPERATIVE:.....

NAME IN BLOCK LETTERS:.....

WITNESSES: 1 ..... DATE:.....

WITNESSES: 2 ..... DATE:.....

## **F. JOINT VENTURE**

If a Service provider is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the joint venture must be submitted with this BID, before the closing time and date of the BID.

## **AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners  
on.....20.....

Mr/Mrs....., Mr/Mrs.....,

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this  
BID on behalf of: (Name of Joint  
Venture).....

**IN HIS/HER CAPACITY AS:**.....

SIGNED ON BEHALF OF (COMPANY NAME):..... (PRINT  
NAME)

SIGNATURE:..... DATE:.....

**IN HIS/HER CAPACITY AS:**.....

SIGNED ON BEHALF OF (COMPANY NAME):..... (PRINT  
NAME)

SIGNATURE:..... DATE:.....

**IN HIS/HER CAPACITY AS:**.....

SIGNED ON BEHALF OF (COMPANY NAME):..... (PRINT NAME)

SIGNATURE:..... DATE:.....

#### **G. CONSORTIUM**

If a Service provider is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this BID to do so, as well as to sign any contract resulting from this BID and any other documents and correspondence in connection with this BID and/or contract on behalf of the consortium must be submitted with this BID, before the closing time and date of the BID.

#### **AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs..... (whose signature appear below) have been duly authorised to sign all documents in connection with this BID on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY AS:.....

SIGNATURE:..... DATE:.....

**FAILURE TO COMPLY WITH THE FOLLOWING ABOVE-MENTIONED INSTRUCTIONS MAY LEAD TO YOUR PROPOSAL BEING REJECTED AUTHORITY TO SIGN A BID A.**

## **ANNEXURE B**

### **MBD 2.**

#### **TAX CLEARANCE REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full the valid SARS PIN on the space provided on the cover page as it appears on the company's Tax Clearance Certificate documents **OR**
2. The original Tax Clearance Certificate with a valid SARS PIN must be submitted together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

## ANNEXURE C

MBD 3.1

### PRICING SCHEDULE

#### PRICING SCHEDULE - FIRM PRICES (PURCHASES)

**NOTE:**

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

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

---

Name of Bidder..... Bid Number... ..

Closing Time: 14:00

Closing Date: 20 January 2023

---

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

---

| ITEM<br>NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY<br>""(ALL APPLICABLE TAXES INCLUDED) |
|-------------|----------|-------------|----------------------------------------------------------------|
|-------------|----------|-------------|----------------------------------------------------------------|

---

- Required by:

- At:

- Brand and Model

Country of Origin

- Does the offer comply with the specification(s)?

"YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

Delivery basis

\*Delivery: Firm/Not firm

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

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

"Delete if not applicable

|                                             |  |
|---------------------------------------------|--|
| Signature of Tenderer:                      |  |
| Name of Tenderer:                           |  |
| Date:                                       |  |
| Capacity Under Which This Tender is Signed: |  |

## ANNEXURE D

### MBD 4

#### DECLARATION OF INTEREST

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

3.8. Are you presently in the service of the state?

|     |    |
|-----|----|
| YES | NO |
|-----|----|

3.8.1 If yes, furnish particulars. ....

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

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

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

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

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

3.9 Have you been in the service of the state for the past twelve months?

|     |    |
|-----|----|
| YES | NO |
|-----|----|

3.9.1. If yes, furnish particulars.....

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

|     |    |
|-----|----|
| YES | NO |
|-----|----|

3.10.1. If yes, furnish particulars. ....

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

|     |    |
|-----|----|
| YES | NO |
|-----|----|

3.11.1. If yes, furnish particulars .....

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

|     |    |
|-----|----|
| YES | NO |
|-----|----|

3.12.1. If yes, furnish particulars. ....

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

|     |    |
|-----|----|
| YES | NO |
|-----|----|

3.13.1. If yes, furnish particulars.....

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

|     |    |
|-----|----|
| YES | NO |
|-----|----|

3.14.1 If yes, furnish particulars:.....

### 3 Full details of directors / trustees / members / shareholders.

| Full Name | Identity Number | Personal Income Tax Reference Number | State Employee Number / Persal Number |
|-----------|-----------------|--------------------------------------|---------------------------------------|
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |

**DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE

STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## ANNEXURE E

### MBD 5

#### DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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

.....

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

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

1. If yes, provide particulars.

.....

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

1. If yes, furnish particulars

.....

- 3 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and **YES / NO** whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

1. If yes, furnish particulars

.....

**CERTIFICATION**

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## ANNEXURE F

### MBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

|                                                          | POINTS     |
|----------------------------------------------------------|------------|
| <b>PRICE</b>                                             | 80         |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic

Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20 or 90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

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

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

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

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

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor:..... = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

7.1.1 If yes, indicate:

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

(Tick applicable box)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....  
8.2 VAT registration number:.....  
8.3 Company registration number:.....

### 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited

[Tick applicable box]

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

### 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer  
☐ Supplier  
☐ Professional service provider  
☐ Other service providers, e.g., transporter, etc.

[Tick applicable box]

### 8.7 MUNICIPAL INFORMATION

**Municipal Entity where business is situated:**

.....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

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

- WITNESSES
1. ....

.....

## **ANNEXURE G**

**MBD 7.1**

### **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

#### **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
3. Bidding documents, viz
  - 3.1. Invitation to bid;
  - 3.2. Tax clearance certificate;
  - 3.3. Pricing schedule(s);
  - 3.4. Technical Specification(s);
  - 3.5. Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
  - 3.6. Declaration of interest;
  - 3.7. Declaration of bidder's past SCM practices;
  - 3.8. Certificate of Independent Bid Determination;
  - 3.9. Special Conditions of Contract;
  - 3.10. General Conditions of Contract; and
  - 3.11. Other (specify)

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

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

## ANNEXURE H

### MBD 8

#### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes                      | No                       |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 4.1   | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                          |
| 4.2   | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>                                                                                                                                                                                                                                                                         | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                          |
| 4.3   | <p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                          |
| 4.4   | <p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                          |

**CERTIFICATION**

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

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

## ANNEXURE I

### MBD 9

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). <sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

## MBD 9

### 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 Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
  2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
  3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
  4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
  5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
    - a has been requested to submit a bid in response to this bid invitation;
    - b could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    - c provides the same goods and services as the bidder and/or is in the same line of business as the bidder
1. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  2. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    - (a) prices;
    - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
3. 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 bids invitation relates.
  4. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly,

to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**ANNEXURE J**  
**GOVERNMENT PROCUREMENT:**  
**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subservice providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.

- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or MECHANICAL writing.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of Contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent,

disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause. 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

## **7. Performance Security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

(b) a cashier's or certified cheque

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

## **8. Inspections, tests and analyses**

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Service Provider shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or

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

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

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

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

#### **14. Spare parts**

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

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, 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 in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of and claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and

without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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 Sub service provider(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC

Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **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**

- 27.2 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28.1 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

- (c) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing Language**

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

## **30. Applicable Law**

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

## **31. Notices**

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

## **32. Taxes and Duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33. National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

#### **34. Prohibition of Restrictive practices**

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

## **ANNEXURE K**

### **COMPANY REGISTRATION & ID DOCUMENTS**

[List of all shareholders/directors of the company with the original certified copies of shareholders'/directors' ID must be attached to this schedule.]

Attached hereto is the List of all shareholders/directors of the company or the consortium/joint venture with the original certified copy of shareholders'/directors' IDs (in cases of sole proprietor, partnerships and close corporation).

#### **Company Registration & Directors ID documents**

## **ANNEXURE L**

### **B-BBEE CERTIFICATION (CERTIFIED)**

Fill in, complete and signed the following form, failure to do so will result to your bid not getting points allocation.

BBBEE status will be scored in accordance with the Department of Trade and Industry (DTI) codes of good practice and bidders must submit with their bids a BBBEE certificate issued by SANAS accredited verification agencies in order to be eligible for empowerment points (BBBEE status points). In case of exempted micro enterprise (EME).

## ANNEXURE M

### ATTACH A COPY OF CSD REGISTRATION REPORT

The Service Provider must be registered as a service provider on the Central Supplier Database (CSD).

If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <https://secure.csd.gov.za/> to obtain your vendor number. **Submit CSD report as proof of registration.**

## **ANNEXURE N**

### **PROOF OF RESIDENCE**

Attach a proof of company office address, please include one of:

- I. Municipal account not later than 90days;
- II. Municipal Clearance certificate; or
- III. lease agreement and sworn affidavit confirming lease agreement; or
- IV. proof of address and sworn affidavit from councilor for village residents only

## **ANNEXURE O**

### **COPY OF JOINT VENTURE AGREEMENT (IF APPLICABLE)**

Attached hereto is a signed certified copy of our **notarised** Joint Venture Agreement. Our failure to submit the copy with our tender document will lead to the conclusion that there is no joint venture agreement, and as such, your **bid will be disqualified**.

**(Attach the notarised joint venture agreement here)**

Note: all documents required must be submitted for both companies

## CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed Enterprises whom submit a bid as joint ventures. We, the undersigned, are submitting this Mr/Ms. \_\_\_\_\_ authorised signatory of the company \_\_\_\_\_ acting in the capacity of lead partner, to sign all documents in connection with submission on our behalf.

| Name of Enterprise | Address | Duly authorised signatory                                 |
|--------------------|---------|-----------------------------------------------------------|
| Lead Partner:      |         | Signature.....<br><br>Name .....<br><br>Designation ..... |
|                    |         | Signature.....<br><br>Name .....<br><br>Designation ..... |
|                    |         | Signature.....<br><br>Name .....<br><br>Designation ..... |

Authorised Signed:.....

Date:.....

## ANNEXURE P

### POPIA Compliance

#### CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF INFORMATION ACT, 4 OF 2013 (POPIA), FOR STAKEHOLDERS EXTERNAL TO THE JOGEDA

For use by: THE Joe Gqabi Economic Development Agency (JoGEDA)

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#### 1. INTRODUCTION

The Protection of Personal Information Act, 4 of 2013, (POPIA) regulates and controls the collection, storage, use, transfer, and processing of a person's (in some instances a juristic person's) Personal Information. *In terms of the POPI Act, the Joe Gqabi Economic Development Agency (JOGEDA) has a legal duty to process a person's Personal Information in a lawful, legitimate and responsible manner.*

The JOGEDA does and will from time-to-time process Personal Information. In terms of POPIA all persons, including any JOGEDA employee and/or partner who collects, manages, processes, transfers, stores and/or retains such Personal Information, whether held under a document, recording or in any other format, has a responsibility to process such information in accordance with the provisions under POPIA.

In order to discharge this duty, the JOGEDA as the responsible party requires your express and informed permission to process your Personal Information for the purpose of procurement activities.

#### 2. DEFINITIONS

Take note of the following definitions which will be used throughout this document, and which are used in the POPIA.

**"biometrics"** means a technique of personal identification that is based on physical, physiological, or behavioural characterisation including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition;

**"child"** means a natural person under the age of 18 years who is not legally competent, without the assistance of a competent person, to take any action or decision in respect of any matter concerning him- or herself;

**"competent person"** means any person who is legally competent to consent to any action or decision being taken in respect of any matter concerning a child;

**"consent"** means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of Personal Information;

**"data subject"** means the person to whom Personal Information relates;

**"operator"** means a person who processes Personal Information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party;

**"person"** means a natural person or a juristic person;

**"Personal Information"** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to—

(a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

(b) information relating to the education or the medical, financial, criminal or employment history of the person;

(c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;

(d) the biometric information of the person;

(e) the personal opinions, views, or preferences of the person;

(f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

(g) the views or opinions of another individual about the person; and

(h) the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.

**"processing"** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including—

(a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

(b) dissemination by means of transmission, distribution or making available in any other form; or

(c) merging, linking, as well as restriction, degradation, erasure or destruction of information;

**"record"** means any recorded information—

(a) regardless of form or medium, including any of the following:

(i) Writing on any material;

(ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;

(iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;

(iv) book, map, plan, graph or drawing;

(v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;

(b) in the possession or under the control of a responsible party;

(c) whether or not it was created by a responsible party; and

(d) regardless of when it came into existence;

**"responsible party"** means a public or private body or any other person who, alone or in conjunction with others, determines the purpose of and means for processing personal information;

### Examples of Personal Information include

- A person's name and address (postal and email)
- Date of birth
- Statements of fact (factual statements)
- Any expression or opinion communicated about an individual
- Minutes of meetings, reports
- Emails, file notes, handwritten notes, sticky notes
- Photographs and virtual meeting and CCTV footage if an individual can be identified by the footage
- Employment and student applications
- Spreadsheets and/or databases with any list of people set up by code or student/staff
- Employment number
- Employment or education history
- **Special Personal Information Includes:**
- Any information relating to an individual's:
- Ethnicity
- Gender
- Religious or other beliefs
- Political opinions
- Membership of a trade union
- Sexual orientation
- Medical history
- Offences committed or alleged to have been committed by that individual
- Biometric details
- Children's details

### 3. PURPOSE FOR THE COLLECTION

3.1 The purpose for the collection of your Personal Information and the reason why JOGEDA requires your Personal Information is to enable JOGEDA to:

3.1.1 comply with lawful obligations, including all applicable labour, tax and financial legislation and/or the B-BBEE laws;

3.1.2 to give effect to a contractual relationship as between you and JOGEDA and in order to ensure the correct administration of the relationship;

3.1.3 for operational reasons including the conducting of research;

3.1.4 to protect the legitimate interests of JOGEDA, yourself or a third party;

3.2 All Personal Information which you provide to JOGEDA will only be used for the purposes for

which it is collected.

#### **4. CONSEQUENCES OF WITHOLDING CONSENT OR PERSONAL INFORMATION**

Should you refuse to provide JOGEDA with your Personal Information which is required by JOGEDA for the purposes indicated above, and the required consent to process the aforementioned Personal Information, then JOGEDA will be unable to engage with you or enter into an agreement or relationship with you.

#### **5. STORAGE AND RETENTION AND DESTRUCTION OF INFORMATION**

5.1 All Personal Information which you provide to JOGEDA will be held and/or stored securely and held for the purpose for which it was collected, as reflected above.

5.2 Your Personal Information will be stored electronically in a centralised data base, which, for operational reasons, will be accessible to authorised persons within JOGEDA.

5.3 Where appropriate, some information may be retained in hard copy.

5.4 In either event, storage will be secure and audited regularly regarding the safety and the security of the information.

5.5 Once your Personal Information is no longer required due to the fact that the purpose for which the information was held has expired, such Personal Information will be safely and securely archived for a period of 5 years or longer, especially should this be required by any other law applicable in South Africa. Thereafter, all your Personal Information will be permanently destroyed.

#### **6. ACCESS BY OTHERS**

The JOGEDA may from time to time have to disclose your Personal Information to other parties, and entities regulators and/or governmental officials but such disclosure will always be subject to an agreement which will be concluded between JOGEDA and the party to whom it is disclosing your Personal Information, which contractually obliges the recipient of the Personal Information to comply with strict confidentiality and data security conditions.

#### **7. RIGHT TO OBJECT**

In terms of section 11(3) of POPIA you have the right to object in the prescribed manner to JOGEDA processing your Personal Information. On receipt of your objection JOGEDA will place a hold on any further processing until the cause of the objection has been resolved.

#### **8. ACCURACY OF INFORMATION AND ONUS**

POPIA requires that all your Personal Information and related details, as supplied are complete, accurate and up to date. Whilst JOGEDA will always use its best endeavours to ensure that your Personal

Information is reliable, it will be your responsibility to advise JOGEDA of any changes to your Personal Information, as and when these may occur.

## **9. ACCESS TO THE INFORMATION BY THE DATA SUBJECT**

You have the right at any time to ask the JOGEDA to provide you with the details of any of your Personal Information which the JOGEDA holds on your behalf; and the details as to what JOGEDA has done with that Personal Information, **Provided that such request is made using the standard section 51 PAIA process**, which procedure can be accessed by downloading and completing the standard request for information form, housed under section 51 of the PAIA Manuals which can be found on our website.

## **10. COMPLAINTS**

You have the right to address any complaints regarding the processing of your Personal Information to the JOGEDA SCM Officer at [scmjogeda@jogeda.co.za](mailto:scmjogeda@jogeda.co.za) or you may approach to the Information

## **11. DECLARATION AND INFORMED CONSENT**

I declare that all Personal Information supplied to JOGEDA is accurate, up to date, is not misleading and that it is complete in all respects.

I undertake to immediately advise JOGEDA of any changes to my Personal Information should any of these details change.

By providing JOGEDA with my Personal Information, I consent and give the JOGEDA permission to process and further process my Personal Information as and where required and acknowledge that I understand the purposes for which it is required and for which it will be used.

Sign: \_\_\_\_\_

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

## ANNEXURE Q

### RECORD OF ADDENDA TO SUBMISSION DOCUMENTS

Fill in, complete and signed the following form if any changes have been done by JoGEDA any addendum have been issued to amend the document. Failure to do so it will result to your bid being non-responsive.

### RECORD OF ADDENDA TO SUBMISSION DOCUMENTS

We confirm that the following communications received from the Employer, amending the submission documents, have been taken into account in this submission.

| ITEM No. | DATE | TITLE OR DETAIL |
|----------|------|-----------------|
| 1        |      |                 |
| 2        |      |                 |
| 3        |      |                 |
| 4        |      |                 |
| 5        |      |                 |
| 6        |      |                 |
| 7        |      |                 |
| 8        |      |                 |
| 9        |      |                 |
| 10       |      |                 |

Attach additional pages if more space is required.

Signed ..... Date .....

Enterprise Name..... Position.....