



TENDER NO:31/2024

THE SUPPLY, DELIVERY, OFF-LOADING, INSTALLATION OF OUTDOOR GROUND AND POLE MOUNTED LOW AND MEDIUM VOLTAGE SERVICE PROTECTIVE DISTRIBUTION KIOSK, AND THE OPTIONAL SPECIALISED MAINTENANCE OF NON-ELECTRONICALLY AND EXISTING ELECTRONICALLY ACTIVATED ELECTRICAL ENCLOSURES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS FROM DATE OF AWARD

CENTRAL SUPPLIER DATABASE (CSD) MAAA

TAX COMPLIANCE STATUS (TCS) PIN NO:

TELEPHONE NO:

TELEFAX NO:

E-MAIL ADDRESS:

ADDRESS:

Issued by:
Municipal Manager
Lesedi Local Municipality
P O Box 201
HEIDELBERG
1438



INDEX		
Items	Description	Pages
1.	MBD 1 – Invitation to Bid	3
2.	Advertisement	7
3.	MBD 2 – Tax Clearance Requirements	11
4.	MBD 4 – Declaration of Interest	12
5	MBD 5 – Declaration for Procurement Above R10 Million (All Applicable Taxes Included)	16
6.	MBD 6.1 – Preference points claim form in terms of the preferential procurement regulations 2022	18
7.	MBD 7.1: Contract form - Purchase of goods/works.	23
8.	Authority for Signatory	26
9.	MBD 8 – Bidder's Past Supply Chain Practices	28
10.	MBD 9 – Certificate of Independent Bid Determination	31
11.	General Conditions of Contract	34
12.	Project Specifications & Pricing Schedule	49
13.	Tax Clearance Certificate/copy of Tax Compliance Status document (TCS)	86
14.	Attach the bidding entity's Municipal Account and that of directors/ or in case of lease attach lease or rental agreement signed by the landlord (not older than 3 months)	87
15.	Attach Joint Venture Agreement	88
16.	Central Supplier Database (CSD) registration full report.	89
17.	Bid Checklist	90



**PART A
INVITATION TO BID**

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LESEDI LOCAL MUNICIPALITY)

BID NUMBER:	31/2024	CLOSING DATE:	11 SEPTEMBER 2024	CLOSING TIME:	12H00
DESCRIPTION	THE SUPPLY, DELIVERY, OFF-LOADING, INSTALLATION OF OUTDOOR GROUND AND POLE MOUNTED LOW AND MEDIUM VOLTAGE SERVICE PROTECTIVE DISTRIBUTION KIOSK, AND THE OPTIONAL SPECIALISED MAINTENANCE OF NON-ELECTRONICALLY AND EXISTING ELECTRONICALLY ACTIVATED ELECTRICAL ENCLOSURES ON AN AS AND WHEN REQUIRED BASISFOR A PERIOD OF THREE YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

**BID RESPONSE DOCUMENTS MAY BE
DEPOSITED IN THE TENDER BOX SITUATED AT**

Supply Chain Management Unit				
Lesedi Local Municipal Building				
Corner HF Verwoerd and Du Preez Street				
Heidelberg				
1438				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATI ON NUMBER				

TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	Infrastructure Services
CONTACT PERSON	Ms. Sibulelo Mokoena	CONTACT PERSON	Mr. Boikokobetso Mofokeng
TELEPHONE NUMBER	016 492 0202	TELEPHONE NUMBER	016 492 0250
E-MAIL ADDRESS	sibulelom@lesedi.gov.za	E-MAIL ADDRESS	boikokobetso.mofokeng@lesedi.gov.za



PART B
TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

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.

FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)	☐ YES	☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA	☐ YES	☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
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:



ADVERTISED IN: SOWETAN
PUBLISHING DATE: 06 AUGUST 2024
TENDER NOTICE: 31/2024

Tenders are hereby invited for the following Office: Electricity

TENDER NO: 31/2024

THE SUPPLY, DELIVERY, OFF-LOADING, INSTALLATION OF OUTDOOR GROUND AND POLE MOUNTED LOW AND MEDIUM VOLTAGE SERVICE PROTECTIVE DISTRIBUTION KIOSK, AND THE OPTIONAL SPECIALISED MAINTENANCE OF NON-ELECTRONICALLY AND EXISTING ELECTRONICALLY ACTIVATED ELECTRICAL ENCLOSURES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS FROM DATE OF AWARD.

Adjudication:

Tenders will be evaluated using functionality evaluation criteria of **100 points** of which the bidder is required to score the minimum of **70 points** in order to be considered for further evaluation. Tenders will be evaluated using the 80/20 preference point system which awards **80 points for Price** and **20 points for attaining the Specific Goals** in accordance with the table below:

SPECIFIC GOALS (20 POINTS)				
HDI (% Shareholding) (proof of points claimed required)	Youth	Woman	Disabled	Black
	3	5	2	5
Area of Origin (Proof of Street address required)	Sedibeng (DISTRICT)		Gauteng (PROVINCE)	
	3		2	
PRICE	80			
TOTAL POINTS	100			

Documents Collection: Documents can be downloaded from the e-portal or Lesedi Local Municipality's Website.

Technical Enquiries: Mr. Boikokobetso Mofokeng
Tender Documents : Ms. Sibulelo Mokoena

Tel: (016) 492 0250
Tel : (016) 492 0202

Documents available: As from 08 August 2024 on <https://lesedi-lm.gauteng.gov.za> or www.etenders.gov.za.

Closing date: 11 September 2024

Time: 12:00

Tender Box: Venue: Tender boxes are situated at the Supply Chain Management Unit, situated on the upper level of the West Wing of the Lesedi Local Municipality Civic Centre, Corner Du Preez and HF Verwoerd Streets in Heidelberg.

COMPULSORY TENDER DOCUMENTS:

1. Tax Clearance Certificate / Tax Compliance Status documents with Pin. Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin and VAT certificate if applicable.
2. Certified copies of all directors ID.
3. Copy of company registration documents.
4. Copy of latest municipal account which is not more than 3 months old at the time of closing.
5. The bidding entity as well as all its directors must submit a Municipal account which is not more than three (3) months in arrears
Or valid lease agreement which is on the name of the entity.
If the director is leasing, they must also provide a valid lease agreement on their names.
5.1 If the business operates from the different address as per CIPC document, an affidavit must be provided.
6. Central Supplier Database (CSD) registration full report.
7. Tenderers must submit the relevant copy of Workmen's Compensation Registration Certificate, COIDA Certificate (Electrical related)
8. Completed and Signed Schedule of Quantities.
9. In the event that an item is not going to be charged on the schedule of quantities the number "0" must be inserted and not a dash (-).
10. Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.
11. MBD 1: Invitation to tender.
12. MBD 4. Declaration of Interest.
13. MDB 5. Declaration of procurement above R10 million (vat included)
14. Audited annual financial statements for the past three years or since the date of establishment if established during the past three years for bids above R10 million.
15. MBD 6.1 Preferential Points.
16. MBD 7.1: Contract form - Purchase of goods/works.
17. MBD 8: Declaration of bidder's past supply chain management practices.
18. MBD 9: Certificate of independent bid determination.
19. Bidders must sign or initial each page.
20. Bid Documents must be completed in full.
21. A certified copy of Certificate issued to local manufacture for ISO 9001:2015 Quality Management System.
22. A certified copy of Certificate issued to local manufacture for ISO 14001:2015 Environment Management System.
23. A certified copy of Certificate issued to local manufacture for ISO 45001:2018 Health & Safety Management Systems.

24. SABS type test report for each and every item on the pricing schedule with latest standard version shall be provided.
25. Technical product catalogue and operating and installation manuals shall be provided with submission of the Bid.
26. Full detailed dimensions drawings shall be provided.
27. Full detailed electrical circuit diagrams.
28. If a bidder is not the manufacture of the Goods under this tender, it must provide the original Manufacturer's Authorization Letter with the manufacturer's stamp including all other requirements.
29. Bidders must sign or initial each page.
30. Bid Documents must be completed in full.

BIDDING TENDER CONDITIONS:

1. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ www.csd.gov.za.
2. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State, excluding instances mentioned in paragraph 3.3, are registered on the CSD prior to award letter/purchase order/signed contract being issued.
3. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.
4. No late tender will be accepted.
5. Telefax or e-mail tenders will not be accepted.
6. Tenders may only be submitted on the bid documents as provided by Lesedi Local Municipality.
7. The use of tippex is not allowed on the bid documents. Bids completed in pencil will be regarded as invalid bids.
8. Bidders must sign or initial each page
9. No page(s) may be removed from the original tender document
10. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document.
11. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature of the authorized person at each and every alteration.
12. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.

13. The lowest or any tender will not necessarily be accepted, and Lesedi Local Municipality reserves the right to accept a tender in whole or in part.
14. The validity period for this tender is ninety (90) days.
15. The Municipality reserve the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations
16. The Municipality reserves the right to appoint and not to appoint.
17. All tender prices must be inclusive of VAT for all registered VAT vendors.
The bid will be evaluated on an 80/20 principle where 80 points will be price and 20 points is Specific goals.
18. Tender documents may be downloaded from <https://lesedi-lm.gauteng.gov.za> or www.etenders.gov.za.

NB* NO TENDER DOCUMENTS ON USB WILL BE CONSIDERED FOR EVALUATION.



MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

IT IS A CONDITION OF A 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 attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia /Joint Ventures /Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:

.....

3.2 Identity Number:

.....

3.3 Position occupied in the Company (director, trustee, shareholder²): \

.....

3.4 Company Registration Number:

.....

3.5 Tax Reference Number:

.....

3.6 VAT Registration Number:

.....

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....
.....
¹MSCM Regulations: "in the service of the state" means to be – a member of – any municipal council; any provincial legislature; or the national Assembly or the national Council of provinces;

a member of the board of directors of any municipal entity;
an official of any municipality or municipal entity;
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);
a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

--	--	--

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



MBD 5

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

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

- 1 Are you by law required to prepare annual financial statements for auditing?
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.
.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

.....
.....
.....

YES / NO

* Delete if not applicable

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

3.1 If yes, furnish particulars

.....
.....

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



MBD 6.1

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Specific Goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Youth		3		
Woman		5		
Disabled		2		
Black		5		
Sedibeng (District)		3		
Gauteng (Province)		2		
		20		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (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:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE.....



AUTHORITY FOR SIGNATORY (COMPULSORY)

Please note that the sole proprietors or “one-person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“By resolution of the board of directors passed on _____20_____

Mr. _____

has been duly authorized to sign all documents in connection with the bid for

Tender _____ No _____ and any

Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

AS WITNESSES: 1 _____

2 _____

1. 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 Specific goals indicated in paragraph 4 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the points for Specific goals have 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 –
- (v) disqualify the person from the bidding process.
- (vi) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
- (vii) 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; restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution

WITNESSES

- 1.
- 2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:



MBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited.

It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

been convicted for fraud or corruption during the past five years;

willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

I have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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;

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

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: prices; 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.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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.

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

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



GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT JULY
2010**

NATIONAL TREASURY: Republic of South Africa

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

THE NATIONAL TREASURY: Republic of South Africa

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

General Conditions of Contract

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.

"Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa. 1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means 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 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State. 1.26 "Tort" means in breach of contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and

risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

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

14. Spare parts

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

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

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly

notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices:

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

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

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concern

TENDERS TO BE EVALUATED ON FUNCTIONALITY

5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.

(2) The evaluation criteria for measuring functionality must be objective.

(3) The tender documents must specify-

(a) the evaluation criteria for measuring functionality; the points for each criteria and, if any, each sub-criterion; and the minimum qualifying score for functionality.

(4) The minimum qualifying score for functionality for a tender to be considered further- must be determined separately for each tender; and may not be so- low that it may jeopardise the quality of the required goods or services; or high that it is unreasonably restrictive.

- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation



TENDER NO:31/2024: - THE SUPPLY, DELIVERY, OFF-LOADING, INSTALLATION OF OUTDOOR GROUND AND POLE MOUNTED LOW AND MEDIUM VOLTAGE SERVICE PROTECTIVE DISTRIBUTION KIOSK, AND THE OPTIONAL SPECIALISED MAINTENANCE OF NON-ELECTRONICALLY AND EXISTING ELECTRONICALLY ACTIVATED ELECTRICAL ENCLOSURES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS.

1. CONTRACT PRICE ADJUSTMENT

Should no price adjustment or variation clauses be included in the tender documents, the prices tendered will be considered as being firm and the Council will not under any circumstances, accept, for its account, any increase in the prices tendered during the duration of the contract.

2. CESSION OR ASSIGNMENT

Neither the Council nor the tenderer shall cede or assign a contract for the delivery of goods or the rendering of services or any part thereof or any benefit or interest therein or there under to third parties without the written consent of the other being first had and obtained.

3. PRICE

Prices quoted must include VAT.



SPECIFICATIONS

THE SUPPLY, DELIVERY, OFF-LOADING, INSTALLATION OF OUTDOOR GROUND AND POLE MOUNTED LOW AND MEDIUM VOLTAGE SERVICE PROTECTIVE DISTRIBUTION KIOSK, AND THE OPTIONAL SPECIALISED MAINTENANCE OF NON-ELECTRONICALLY AND EXISTING ELECTRONICALLY ACTIVATED ELECTRICAL ENCLOSURES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS FROM DATE OF AWARD

1. INTRODUCTION

It is important to ensure that the low voltage service protective distribution kiosk used on Lesedi Local Municipality (LLM) networks comply with the required specifications and are of acceptable quality. To optimize revenue collection, it has become critical for Lesedi Local Municipality to standardize on robust protective distribution kiosk that are less subjected to vandalism.

The maintenance of these enclosures is also crucial to ensure continued operational reliability and revenue protection as well as safety of personnel and public.

2. OBJECTIVES OF THE LESEDI LOCAL MUNICIPALITY FOR THIS TENDER

- Revenue Enhancement Improvement: Meter tampering, vandalism, misuse of electricity, illegal connections, non- paying customers and theft are the major components in preventing the LLM of collecting all the entitled revenue for services delivered. The Access Control, Monitor and Response Management is playing a critical role in curbing revenue lost.
- Continuous firm and safe electrical supply to consumers: To ensure all electrical equipment is protected against tampering, vandalism and theft will ensure that this goal can be achieved.
- Reduction in energy losses: To ensure that misuse of electricity, tampering and illegal connections are monitored controlled and responded to will ensure that this goal can be achieved.
- Reduction in maintenance: Installed systems should be as far as possible be maintenance free for a very long period.
- Reduction in electricity maximum demand: When misuse of electricity, tampering and illegal connections are monitored and controlled maximum demand will also decrease.
- Increased Safety compliance: Systems should be vandal proof and properly monitored, where action is required after an alarm event the response should be almost immediately.
- A reduction in vandalism: Systems should be vandal proof and properly monitored, where action is required after an alarm event the response should be almost immediately.
- Reduction in nuisance power failures: To ensure all electrical equipment is protected against tampering, vandalism and theft will ensure that this goal can be achieved.
- Reduction in illegal connections: To ensure that misuse of electricity, tampering and illegal connections are monitored controlled and responded to will ensure that this goal can be achieved.
- Reduction in illegal tampering: To ensure that misuse of electricity, tampering and illegal connections are monitored controlled and responded to will ensure that this goal can be achieved.

- Improvement of access control: Strict Access Control, Monitor and Response Management is playing a critical role in achieving this goal.
- Reduction in nuisance standby callouts: Strict Access Control, Monitor and Response Management is playing a critical role in achieving this goal.
- Maintaining standardization and consistency: When systems installed have the same functionality and utilises similar equipment / spares / material than it makes maintaining those systems in-house more user friendly, cost and time effective.
- Asset auditing + Tracking: Installation certificates will be utilised to capture the location and details of the enclosures for proper audit and asset tracking purposes.
- Compiling of Regular Inspection Intervals: Regular inspections can be professionally conducted through a job card system when assets are properly located through an asset location / tracking database.
- Maintenance and Repair Job Card Tracking: Issuing repair / maintenance job cards from inspection results and build a history of each installed enclosure.

3. SCOPE

This specification covers Lesedi Local Municipality's requirements for the supply, delivery, off-loading, installation of outdoor ground and pole mounted low and medium voltage service protective distribution kiosk, and the optional specialised maintenance of non-electronically and existing electronically activated electrical enclosures on an as and when required basis for a period of three years from date of award. This shall include Design, manufacture, testing at manufacturers works before dispatch, packing, delivery and installation.

The specification also includes provision of routine and emergency maintenance as well as retrofit options, modification and condition monitoring systems and on-site service for Lesedi Local Municipality's Protective Structures for low voltage overhead and underground networks within Lesedi Local Municipality area of supply. The on-site maintenance should be done in accordance with the relevant original equipment manufacturer's standards where they exist.

Resources dispatched to perform on-site maintenance should be competent and certified by the original equipment manufacturers where possible to perform such maintenance on the respective equipment.

All rates quoted should cater for this type of work. All required workplace equipment like generators, lights, portable tools etc., shall also be supplied by the contractor to perform the required maintenance on site and prices included in the rates.

All spare parts shall be purchased from the respective original equipment manufacturer (OEM) if they still exist. In an event where the OEM is no longer manufacturing the spares; a 5-year guarantee on the alternatively sourced spare parts shall be provided. The available operating and maintenance manuals shall be provided to Lesedi Local Municipality for all Protective structures for maintenance that shall be performed.

4. NORMATIVE REFERENCE

The following standards and specifications contain provisions that, through reference in the text, constitute requirements of this specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the standards and specifications listed below.

Document number	Document title
DIN 17441	Stainless steel: technical delivery conditions for cold rolled strip and slit strip and for plate and sheet cut thereof
SANS 556	Low-voltage switchgear and control gear Part 1: Circuit-breakers
SANS 1091	National colour standards for paint
SANS 1186-1	Symbolic safety signs Part 1: Standard signs and general requirements
SANS 1195	Busbars
SANS 1411-2	Materials of insulated electric cables and flexible cords - Part 2: Polyvinyl chloride (PVC)
SANS 1507	Electric cables with extruded solid dielectric insulation for fixed installations (300/500V to 1900/3000V)
SANS 60529	Degrees of protection for enclosures (IP code)
SANS 60947-7-1	Low-voltage switchgear and control gear Part 7: Ancillary equipment Section 1: Terminal blocks for copper conductors
SANS/IEC 60898	Electrical accessories/circuit breakers for over current protection for household and similar installations

5. DEFINATIONS AND ABBREVIATIONS

The definitions and abbreviations in the above documents (Normative References) shall apply to this specification.

6. SERVICE CONDITIONS

The portable enclosures shall be designed for use under the following service conditions:

6.1 Outdoors

6.2 Pollution level: very heavy

6.3 Maximum temperature: 50 °C

6.4 Minimum temperature: -10 °C

6.5 Relative humidity: ±90%

6.6 Altitude: 1800 m (Above sea level)

7. GENERAL REQUIREMENTS

7.1 Fabrication

7.1.1 The design and layout of entire structure (Shell, Roof, Doors and Base) shall be compact and convenient to provide ease of termination of cables and operation. It shall be manufactured cold rolled sheet steel of a 3mm thickness and the gland plate shall be manufactured from 2mm thickness and inner plate.

- 7.1.2** The roof shall form part of the structure and indents shall be made to the roof to create a slight pitch on the roof to allow water to run off.
- 7.1.3** The kiosk shall be classified as IP 55 either pole or ground mounted. All electronic equipment installed inside the kiosk shall operate normal in temperature without a requirement of a cooling fan.
- 7.1.4** The kiosk shall be ground mounted with the use of a kiosk base and by use of bracket in case of a pole mounted kiosk.
- 7.1.5** All set screws, nuts and spring washers used for the fitment of different parts and equipment in the kiosk shall be of stainless steel.
- 7.1.6** Provision shall be made for lifting lugs on the top of the kiosk and all set screws, including nuts shall be fitted with spring washers.
- 7.1.7** The ground mounted kiosk base shall be tapered and generic in structure and to an astatically acceptable shape, including complete passivated and powder coating.
- 7.1.8** The kiosk shall be equipped with a facility for an antenna (omnidirectional), no faraday cage is to be formed.
- 7.1.9** At the interface between the kiosk and the base, the sides of the kiosk shall overlap by 15mm over the sides of the base to prevent any attempts of cutting mounting bolts.
- 7.1.10** All metal parts shall be powder coated in accordance with SANS 1274. The underground kiosk final colour shall be Avocado Green (C12) and pole mounted kiosk shall be Light Stone (C37), in accordance with SANS 1091. The finish shall be smooth, uniformly applied and free from visible defects.
- 7.1.11** The inner plate shall be powder-coated with white epoxy-polyester powder above 60µm.
- 7.1.12** The kiosk structure shall be equipped for an electronic locking system and a physical padlock application slot.

Table 1: Recommended dimensions

Type of kiosk Panel maximum dimensions in (mm)	Length	Width	Height
6 way pole mounted	250	550	750
9 way pole mounted	250	550	750
6 way ground mounted	500	800	800
9 way ground mounted	500	800	1200

18 way ground mounted	500	800	1400
------------------------------	-----	-----	------

Note 1: Tolerance of +/- 5% on the height.

Note 2: The kiosk shall be robust and not be more than 50kg for a pole mounted kiosk.

Note 3: These dimensions are subject to change based on BS footprint design of smart meters, proposed deviation shall be stated in annexure D sections.

Note 4: The meters shall be supplied by Lesedi Local Municipality upon order.

7.2 Doors

- 7.2.1** The kiosk shall have a front and rear door in case of a ground mounted and front door only for pole mounted.
- 7.2.2** The doors' surrounds shall incorporate a splash-proof still around the inner border of the door opening of the kiosk.
- 7.2.3** Adequate ventilation holes shall be positioned at the top and bottom of the doors and a mesh plate to be fitted inside to minimize vandalism.
- 7.2.4** The doors shall be fitted with a handle, the gap between the door and the housing shall be less than 5mm, and panels shall be sealed with gasket all round with neoprene gaskets.
- 7.2.5** A mechanical locking mechanism shall be latch automatically when the door are manually closed (without the use of the electrical locking mechanism).
- 7.2.6** It shall be possible to open the back door manually from the front plate for all ground mounted units.
- 7.2.7** A sturdy door stay shall be provided on doors to ensure a 90° open position. The door stays shall be manufactured from a non-ferrous metal.
- 7.2.8** The hinges made from steel shall be fitted internal and situated on the left side of the kiosk (both doors hinges on the same side) accessible from inside the enclosure.
- 7.2.9** Supporting ribs shall be welded onto the door to add strength to the door.
- 7.2.10** All doors shall be equipped with an installation facility for an electronic control system.

7.3 Joints and seams

- 7.3.1** All joints and seams shall be welded closed and of a strength at least equal to that of an integrally flanged construction.
- 7.3.2** Spot welds shall be sound with proper fusion between the mating surfaces being joined.
- 7.3.3** The spacing between the spots shall ensure joints of adequate mechanical strength.
- 7.3.4** Where plates overlap there shall be no open seams.

7.4 Inner plate

- 7.4.1** The inner plate shall be installed to fit the electrical equipment of the kiosk. The inner plate shall be manufactured from 1,5mm steel and shall be powder coated in a white colour.
- 7.4.2** The plate shall have a 10mm lip bent at 90° to the plate, on the top and bottom sides to minimise insulation damage.
- 7.4.3** DIN-rails shall be fitted onto the inner plate to accommodate circuit breaker installation as per user type.
- 7.4.4** The inner plate shall be fitted onto the kiosk by means of eight steel set screws, spring washers and nuts.

- 7.4.5** The fixture to allow locking system on a door shall be available as per Lesedi Local Municipality approved solution, design details shall be afforded during kiosk design approvals.

7.5 Busbars

- 7.5.1** A 15mm in width tinned copper busbars shall be fitted onto the back of the kiosk for a Neutral, Red, White and Blue phases.
- 7.5.2** A clear transparent LV busbars cover shall be installed to prevent any accidental contact and labelled the LV.
- 7.5.3** The busbars shall be supported by insulators that are cylindrical shape and colour coded; with a 40mm long and 40mm in diameter, equipped with a M10 inserts on either end for fastening.
- 7.5.4** The busbars shall come fitted with stainless steel 35mm M8 and M12 set screws, nuts and spring washers.

7.6 Mounting base

- 7.6.1** The ground mounting kiosk base shall be constructed to accommodate a secured coupling to the concrete plinth with M10 protruding bolts, where nuts and washers are provided.
- 7.6.2** The bracket for pole mounted kiosk shall be able to accommodate for 4kN, 10kN, and 20kN poles installation.

7.7 Gland plate

- 7.7.1** Supply and Service cable gland plate shall be provided for fitment of cables. They shall each be fastened to the bottom of the kiosk by two M8 set screws, spring washers and nuts.
- 7.7.2** All holes in a gland plate for cable entries shall be fitted with knockouts. These access points shall be per kiosk design application and accommodate cables.
- 7.7.3** An area around holes shall not be powder-coated to allow for adequate earthing of cables through glands.
- 7.7.4** The manufacturer shall provide an earth stud M12 50mm stainless steel set screw and nut.
- 7.7.5** Holes shall also be provided for the fitment to a kiosk base in case of ground mounted.

7.8 Foundation

- 7.8.1** The steel reinforced concrete foundations shall be manufactured and be suitable for Kiosks to and shall have a compressive strength of 25MPa.
- 7.8.2** The finished concrete surface shall be smooth and flat.
- 7.8.3** The M12 fixing bolts to secure the cover to the foundation shall be cast in the concrete and shall be supplied with two M12 washers and one M12 nut.

8 ELECTRICAL REQUIREMENTS

- 8.1** All equipment used within the kiosk (meters, circuit-breakers and terminals) shall be touch-safe, i.e. have enclosed terminals, recessed screws, etc. They shall comply with to SANS/SANS/IEC 60898, which states all the requirements for equipment to be touch-safe.
- 8.2** Where equipment is used that does not allow for the touch-safe requirement, then they shall be protected by suitable covers.

- 8.3** Any live part of the equipment shall have at least 20mm of clearance from metal parts that are connected to earth.
- 8.4** All wiring shall be done in stranded copper Polyvinyl Chloride (PVC) insulated conductor, which shall comply with SANS 1507 and SANS 1411-2. There shall be no joints or splices in the wiring.
- 8.5** The supply cables shall be connected onto the busbars at the back of the inner plate. The customer's cable shall be connected onto the terminals.
- 8.6** A neutral hard-wired facility shall be provided for a 2mm² square cables onto the earth stud inside the kiosk.
- 8.7** The wiring shall be colour-coded to represent the relevant phases to each connection. The Neutral wire shall be black and the Earth wire shall be green and yellow.
- 8.8** A 16 mm² stranded copper colour-coded PVC insulated conductor shall be used to connect each miniature circuit-breaker (MCB) to the phase busbar that supplies it, as well as the connection between the MCB.
- 8.9** The side of each conductor that is connected to the Phase busbar shall be fitted with a tinned copper lug and no individual wire numbering is required.
- 8.10** The ends of the insulated conductors that are provided for the connection of future MCBs shall be brought through the apertures between the feeder cables compartment and the service cables compartment and then terminated/fitted with an insulating end cap.
- 8.11** The conductor shall be of adequate length to fit into the terminal of the MCB and shall be stripped to the appropriate length.
- 8.12** Terminals shall be installed for all circuits, and wiring shall be complete from busbars, earth lugs and to the meter.
- 8.13** The gland plates and the internal frame/assembly structure shall be bonded to the kiosk enclosure to ensure maximum electrical continuity between the gland plate, the internal frame/assembly structure and the rest of the distribution kiosk enclosure.
- 8.14** A compartment to house back-up power shall be provided at a side panel of kiosk.
- 8.15** Circuit breakers shall comply with Lesedi Local Municipality specification. Their operating mechanism shall be hydraulic-magnetic. The circuit-breakers for the kiosks shall have a curve 1 tripping curve and the rupturing capacity of the circuit-breaker shall not be <5kA. These MCBs shall be DIN-rail mounted.

The table below shall be general electrical conditions of a low voltage service protective box.

Item No.	Description	Requirement
1.	Installation	Outdoor
2.	Rated Voltage	400V
3.	No. of Phases	3
4.	Frequency	50 Hz
5.	Wiring System	3 Phase 4 Wire
6.	System Earthing	Solid
7.	Impulse withstand voltage	8 kV
8.	Rated short time fault current	50 kA for 1 sec.

9. Inspection, maintenance and overhaul duties required.

The intention is to appoint Service Providers to provide both routine and emergency maintenance services for the servicing and overhauling of the many existing Protective Structures on Lesedi Local Municipality's network

Lesedi Local Municipality's tasks manuals shall be followed for all on-site maintenance work. Where these manuals don't exist, the OEM's task manual or Eskom's published task manuals shall be used prior to any work being undertaken on site. The responsible Lesedi Local Municipality official shall approve what work is to be carried out.

After completion of all maintenance work, the contractor shall perform on-site testing where applicable. The results shall be provided to the responsible Lesedi Local Municipality official prior to leaving the site.

All contractors shall at all times wear Lesedi Local Municipality compliant PPE (personal protective equipment)

All new parts, components or devices shall be checked and shall be able to work with the existing kiosk before installation, in other words as per the normal operation of the kiosk.

LLM has old protective structures with equipment of various different types of design and technologies which typically comprises of a combination of either 6- and 9-way pole mounted kiosks and 6-, 9- and 18-way ground mounted kiosks.

The protective structures may contain a number of the following components:

- Circuit breakers
- Bus bars
- Meters
- Battery
- Communication unit
- Locking mechanisms
- Hinges
- Wiring
- Earthing studs
- Antenna

10. Overhauling of Protective Structures

Where overhauling of Protective Structures is to be undertaken it shall include (but is not limited to) the following activities as detailed in Table 1 below:

Items	Description of tasks			Comments
1	Is the structural integrity of enclosure good?	Yes	No	
Mechanical Lock inspection				
2	Is the override key is operational and does it open the box?	Yes	No	
3	Is the override lock damaged?	Yes	No	

4	Is the locking mechanism damaged?	Yes	No	
5	Is the locking mechanism jamming?	Yes	No	
Mechanical lock - Repair/Replace				
6	Is the lock going to be replaced?	Yes	No	
7	Is the Locking Mechanism going to be repaired?	Yes	No	
8	Is the Locking Mechanism going to be replaced?	Yes	No	
Electronics - Inspection				
9	Is the electronic tag operational and does it open the door?	Yes	No	
10	Has the electronic unit got power?	Yes	No	
11	Is the PCB connected correctly?	Yes	No	
12	Is the servo motor working when tag presented?	Yes	No	
13	Has the HID reader got power and is it working?	Yes	No	
14	Are all the cables connected?	Yes	No	
15	Are all the sensors working correctly?	Yes	No	
16	Is the antenna intact and is it damaged?	Yes	No	
17	Is the battery voltage correct?	Yes	No	
Electronics - Replace				
18	Is the PCB board replaced?	Yes	No	
18	Is the servo motor replaced?	Yes	No	
19	Is the HID reader replaced?	Yes	No	
20	Is the Lock replaced?	Yes	No	
21	Is the battery replaced?	Yes	No	
22	Is the motor replaced?	Yes	No	
Hardware functionality				
23	Is all doors functioning correctly?	Yes	No	
24	Is the locking mechanism dirt and grime free?	Yes	No	
25	Is all connections firm?	Yes	No	

26	Is all hinge working and are they clean and lubricated?	Yes	No	
27	Is there any meters bypassed or bridged?	Yes	No	
Brackets for Pole mounted kiosk				
28	Are both brackets tight around the poles?	Yes	No	
29	Is both brackets still fastened to the kiosk?	Yes	No	
Plinth for ground mounted kiosk				
30	Are there any cracks and damages on the plinth?	Yes	No	
31	Is the damaged plinth being replaced?	Yes	No	

Table 1 – Overhauling of Protective Structures

The tenderer shall submit copies of all test result forms currently used by them. Lesedi Local Municipality reserves the right to either provide the forms to be used or to change the tenderer's forms to suit Lesedi Local Municipality's needs.

The following details are required per Protective Structure and shall be submitted on separate pages for each Protective Structure:

- a) Street Address
- b) Kiosk number
- c) Manufacturer's name
- d) Serial number of the kiosk
- e) Type of kiosk (6- or 9-way pole mounted kiosk, 6; 9- or 18-way ground mounted kiosk).

The following tests shall be performed after the Protective Structure has been overhauled:

- a) The communication shall be working to Control Room.
- b) The power shall be tested and be energised.
- c) All meters that were working shall be working.
- d) The pole mounted brackets shall be secured and both brackets fastened.
- e) The HID card reader shall be working.
- f) The HID card shall be working for the opening and closing of the door.

The results of all tests carried out on any Protective Structure shall be sent to Lesedi Local Municipality within a period of 48 hours after completion of the test.

Should an urgent problem be discovered during maintenance that requires immediate attention, it shall be brought to the appropriate Lesedi Local Municipality official's attention immediately. The recommended remedial actions to resolve the urgent problem should be discussed and appropriate actions taken before leaving site.

11. Access and responsibility

- 11.1 The contractor shall sign Lesedi Local Municipality's standard contractors' responsibilities form that will be provided to the successful tender.
- 11.2 On being awarded the tender, the contractor shall provide Lesedi Local Municipality with a safe working procedure for every type of work to be undertaken.
- 11.3 Before commencing any work on site, the contractor shall be required to complete a standard Lesedi Local Municipality workplace risk assessment form, which must be returned with the invoices and paperwork.
- 11.4 All contractor staff shall attend compulsory LLM induction before being allowed to work on the electrical network. Staff who have not attended these training courses shall not be permitted to enter any work site or carry out any work for, or on behalf of City Power.
- 11.5 All materials and test equipment required to maintain Lesedi Local Municipality's Protective Structures shall be supplied by the contractor.
- 11.6 Whilst every effort is made to isolate the equipment as early as possible, Lesedi Local Municipality takes no responsibility for delays in or cancellation of the proposed isolation due to network constraints.

12. Ad-hoc / additional work

Ad-hoc spares that may be required shall be provided on this tender. All spare parts shall be new and shall be purchased from the original equipment manufacturers. A details list of possible spares and pricing shall be provided a lot with the tender submission. Proof of purchase of all spare parts from the original equipment manufacturers shall be made available if requested so by Lesedi Local Municipality (Price may be excluded from the proof of purchase).

13. Experience of contractors

Extensive details of relevant work previously undertaken, shall be provided together with contactable references. Full details shall be provided with the tender submission.

14. 24-hour emergency service

A 24-hour emergency service, to address any problems that may arise, is required. A dedicated contact number with 24/7/365 availability shall be supplied to Lesedi Local Municipality by the Service Provider.

It is important to note that in the event of the number being unavailable or unreachable by Lesedi Local Municipality personnel at any time will be viewed in an extremely serious light and may lead to penalties or cancellation of the contract.

15. Reports

Preference shall be given to computerised test reports. All reports shall be confirmed in writing. These may be submitted via email with a hard copy issued later (within one week) to the responsible Lesedi Local Municipality official concerned.

16. Travelling

In order to simplify contract pricing, the travelling costs shall be built into the pricing structure. No extra costs in this respect shall be entertained.

17. Work Scheduling

Lesedi Local Municipality shall supply the contractor with the list of equipment that needs to be overhauled with the exception of emergency work. Every effort shall be made to group this work (routine maintenance) in geographical areas.

18. Special considerations and performance measurement

- 18.1 All contractors shall ensure that the Occupational Health and Safety Act is strictly adhered to. Environmental legislation impacting on the work to be carried out must also be adhered to.
- 18.2 Performance will be measured according to response to requests by Lesedi Local Municipality, quality of work and timeous submission of relevant paperwork, documents and reports.
- 18.3 A monthly meeting will be held with the responsible Lesedi Local Municipality official at the premises of Lesedi Local Municipality to evaluate the contractor's performance.
- 18.4 Lesedi Local Municipality reserves the right to inspect all the aspects of performance measurements at any time, without the approval of, or informing, the contractor.
- 18.5 Lesedi Local Municipality has the right to any information as required by any Lesedi Local Municipality officials.
- 18.6 Lesedi Local Municipality reserves the right to award or split the contract in whichever way it wants, at its sole discretion.
- 18.7 Any contractor's employee found working without a relevant permit will be removed from site and shall not be permitted to enter any work site or carry out any work for, or on behalf of Lesedi Local Municipality.

19. Lesedi Local Municipality's responsibilities

- 19.1 To provide the Service Provider, to the best of its ability, with current information relevant to the execution of the required maintenance.
- 19.2 To advise the Service Provider in terms of this contract, of any changes to the working environment and/or responsible personnel nominated by Lesedi Local Municipality.
- 19.3 Lesedi Local Municipality shall audit the Service Provider on a regular basis to ensure that work has been executed to the high standards of the original equipment manufacturers.
- 19.4 To process legitimate invoices as early as possible.

20. Service provider's responsibilities.

The following are deemed some of the most pertinent responsibilities of the Service Provider. The responsibilities listed below are not definitive or exhaustive and the responsibilities of the Service Provider are not limited to those listed below;

- 20.1 Conformance to and compliance with the standards and policies of Lesedi Local Municipality and to familiarize themselves with any and all such standards and policies.
- 20.2 The Service Provider shall carry out all instructions issued by Lesedi Local Municipality, in respect of the contract, and to ensure that all deadlines and criteria are met.
- 20.3 The Service Provider shall communicate any information gained or findings made during the execution of this contract that may be beneficial to Lesedi Local Municipality to the responsible Lesedi Local Municipality official.
- 20.4 The Service Provider shall undertake to pay his employees and to provide all necessary equipment and materials for the execution of the work to Lesedi Local Municipality standards and policies.
- 20.5 The Service Provider shall also ensure that all equipment and tools are maintained and in good order so as to comply with Lesedi Local Municipality's safety standards.

- 20.6 All staff shall be employed by the Service Provider and will not be staff of Lesedi Local Municipality.
- 20.7 All staff employed and placed by the contractor at Lesedi upon award of this contract must have the relevant qualification and must be authorised by Senior Manager Electrical or his/her representative to work on the network and will be given a permit which he/she must carry at all times while working on the LLM network.
- 20.8 Lesedi Local Municipality customers shall be treated with respect whilst contractors are engaged in performing duties in and around their premises.
- 20.9 The Service Provider shall ensure that all staff wear the correct PPE at all times, so as to comply with Lesedi Local Municipality's safety standards. Safety of staff and public cannot be compromised at any time and the **contractor has the right to refuse to work if the site conditions are deemed unsafe to work.**

21. Tests

All routine tests as required in terms of this specification and any additional recommended original equipment manufacturer shall be performed.

22. Marking, labelling and packaging

Where no proper designation labels exist on Protective Structures being maintained, they shall be replaced by the contractor in conjunction with approval from the responsible Lesedi Local Municipality official.

23. Documentation

Documentation as detailed in this specification shall be submitted with the original tender submission.

Full and complete documentation is required and failure to comply with this clause shall lead to disqualification of the tender.

The onus is on the tenderer to ensure that he/she has met the requirements and is conversant therewith.

24. Quality management

REQUIRED AFTER AWARD OF THIS TENDER:

A Quality Management Plan/System shall be set up in order to assure the quality for tower earthing during design of Protective Structures maintenance, development, production and servicing. Guidance on the requirements for a quality management system may be found in the following standards: ISO 9001:2015. The details shall be subject to agreement between the Lesedi Local Municipality and Supplier/Contractor.

A Detailed Quality Management Control System Plan pertaining to the Supply / Manufacturing of Steel Enclosures and all related equipment installed inside & Concrete Plinths

A Detailed Quality Management Control System Plan pertaining to the installation of Steel Enclosures and all related cable terminations and reinstatement of metering equipment.

A Detailed Quality Management Control System Plan pertaining to the Installation of Communication Devices

Service Providers must clearly state the processes followed to ensure that their products and other services offered are quality checked and complies with all relevant standards stipulated in this document as a minimum requirement.

NOTE: Refrain from using Generic examples it should be relevant to this contract!

25. Health and safety

A Health and Safety Plan/System shall be set up in order to ensure proper management and compliance for Protective Structures maintenance during installation, operation, maintenance, and decommissioning phase/s. Guidance on the requirements of a Health and Safety Plan/System may be found in OHSAS 18001:2007 standards. This is to ensure that the asset/service conforms to standard operating procedures and Lesedi Local Municipality SHERQ Policy. The details shall be subject to agreement between Lesedi Local Municipality and the Supplier/Contractor.

26. Environmental management

An Environmental Management Plan/System shall be set up in order to ensure the proper environmental management and compliance for Protective Structures maintenance during their entire life cycle (i.e. during design, development, production, installation, operation and maintenance, decommissioning as well as Rehabilitation, Recycling or Disposal phase/s). Guidance on the requirements for an environmental management plan/system may be found in ISO 14001:2015 standards. The details shall be subject to agreement between Lesedi Local Municipality and the Supplier. This is to ensure that the asset created conforms to environmental standards and Lesedi Local Municipality SHERQ Policy

27. Performance testing compliance

- 27.1 The manufacturer shall prepare a prototype and offer the same for inspection and approval before upscaling production. The supplier shall offer inspection of the material at his works before dispatch. Where required the supplier shall also offer inspection of manufacturing painting and assembly processes and quality control system. If any material is found outside specification the supplier shall carry out modification and offer for re-inspection.
- 27.2 Base on equipment and accessories supporting this technical product; the following type test certificates shall be required to meet compliance requirements: -
 - 27.2.1 Steel and Copper (Busbars) products (Resistance to Compression Test),
 - 27.2.2 Paints (Base and Final coat),
 - 27.2.3 Wire or conductors and
 - 27.2.4 Concrete strength
- 27.3 Equipment manufacturer shall provide a confirmation document on the reliability and the performance of all materials offered for a service life of 10 years under the ISO management standards and conditions; such comments shall be supported via evidence in support of the reliability claimed including information on Failure Mode and Effect Analysis.

28. Training of staff

Training material shall be in a form of drawings, instructions and audio visuals for items listed under this clause. The following training courses for Lesedi Local Municipality's staff and Service Providers shall be classified into the three main focus areas:

- a) installation and operation;
- b) maintenance and repair,
- c) Associated disciplines, such as handling, store and disposal.

It is advisable that each of the above be treated separately, since they are applicable in different ways to different equipment.

29. Marking packaging and labelling

29.1 The following information shall appear in legible and indelible marking on the outside and inside of the cover of each low voltage service protective box:-

- 29.1.1 Nameplate: Purchase name, Month & year of manufacturing, No of ways, The manufacturer's name or trademark and Year of manufacture (Inside)
- 29.1.2 Packing protection against shock and corrosion.
- 29.1.3 Labels: Property of Lesedi Local Municipality, No of ways, Lesedi Local Municipality (Outside).
- 29.1.4 Data plate: Labels for incoming and outgoing circuits (Inside door panel).
- 29.1.5 The danger sign shall be mounted outside the kiosks by self-tapping stainless-steel screws or by rivets.
- 29.1.6 Mounting nuts and bolts shall be protected from damage during transport.
- 29.1.7 Where no proper designation labels exist on Protective Structures being maintained, they shall be replaced by the contractor in conjunction with approval from the responsible LLM official.

Technical schedules A and B for a 9-way pole mounted

Schedule A: Purchaser's specific requirements

Schedule B: Guarantees and technical particulars of equipment offered

Item	Description	Schedule A	Schedule B
1	Name of manufacturer	State	
2	Manufacturer's location	State	
3	Service conditions	Note	
4	General requirements	XXXX	
5	Design and layout of entire structure	Required	
6	Roof slight pitch design	Required	
7	Insulation classification	IP55	
8	Pole mounting bracket	Required	
9	Fitting screws, nuts and springs washers	Required	
10	Lifting lugs on the top of the kiosk	Required	
11	Painting:- complete passivated and powder coating in accordance with SANS 1274	Required	
12	An antenna facility (omnidirectional)	Required	
13	Light Stone (C37), in accordance with SANS 1091.	Required	
14	Inner plate shall be powder-coated with white epoxy-polyester powder	Above 60µm	
15	Equipped for electronic locking system and a physical padlock application slot.	Required	
16	Recommended dimensions (L x W x H)	250 x 550 x 750	
17	Doors requirements as clause 6.2	Required	
18	Joints and seams requirements as clause 6.3	Required	
19	Busbar requirements as clause 6.5	Required	
20	Bracket accommodate for poles installation.	4kN, 10kN, and 20kN	
21	Gland plate requirements as clause 6.7	Required	
22	Electrical requirements as clause 7	Required	
24	Performance testing compliance	Required	
25	Prototype inspection and approval	Required	
26	Type test certificates as per clause 8.2	Required	

27	Reliability confirmation document as per clause 8.3	Required	
28	Training of staff as per clause 9	Required	
30	Marking Packaging and Labelling as per clause 10	Required	
31	Quality management certification	ISO 9001	
32	Health and safety management certification	ISO 45001	
33	Environmental management certification	ISO 14001	

NOTE: TICKS [✓ x], ASTERISK [*], WORD [NOTED], OR TBA [TO BE ADVISED] WILL NOT BE ACCEPTED.

Tender Number: _____

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company: _____

Technical schedules A and B Deviation schedule for a 9-way pole mounted

Item	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

Annexure C - Technical schedules A and B for a 6-way ground mounted

Schedule A: Purchaser's specific requirements

Schedule B: Guarantees and technical particulars of equipment offered

Item	Description	Schedule A	Schedule B
1	Name of manufacturer	State	
2	Manufacturer's location	State	
3	Service conditions	Note	
4	General requirements	XXXX	
5	Design and layout of entire structure	Required	
6	Roof slight pitch design	Required	
7	Insulation classification	IP55	
8	Ground mounting bracket	Required	
9	Fitting screws, nuts and springs washers	Required	
10	Lifting lugs on the top of the kiosk	Required	
11	Tapered kiosk base and overlapping by 15mm	Required	
12	Painting:- complete passivated and powder coating in accordance with SANS 1274	Required	
13	An antenna facility (omnidirectional)	Required	
14	Avocado Green (C12) in accordance with SANS 1091	Required	
15	Inner plate shall be powder-coated with white epoxy-polyester powder	Above 60µm	
16	Equipped for electronic locking system and a physical padlock application slot.	Required	
17	Recommended dimensions (L x W x H)	500 x 800 x 800	
18	Doors requirements as clause 6.2	Required	
19	Joints and seams requirements as clause 6.3	Required	
20	Inner plate requirements as clause 6.4	Required	
21	Busbar requirements as clause 6.5	Required	
22	Mounting base requirements as clause 6.6.1	Required	
23	Gland plate requirements as clause 6.7	Required	

24	Foundation requirements as clause 6.8	Required	
25	Electrical requirements as clause 7	Required	
26	Performance testing compliance	Required	
27	Prototype inspection and approval	Required	
28	Type test certificates as per clause 8.2	Required	
29	Reliability confirmation document as per clause 8.3	Required	
30	Training of staff as per clause 9	Required	
31	Marking Packaging and Labelling as per clause 10	Required	
32	Quality management certification	ISO 9001	
33	Health and safety management certification	ISO 45001	
34	Environmental management certification	ISO 14001	

NOTE: TICKS [✓ x], ASTERISK [*], WORD [NOTED], OR TBA [TO BE ADVISED] WILL NOT BE ACCEPTED.

Tender Number: _____

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company: _____

Technical schedules A and B Deviation schedule for a 6-way ground mounted

Item	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company: _____

Annexure C - Technical schedules A and B for a 9 way ground mounted

Schedule A: Purchaser's specific requirements

Schedule B: Guarantees and technical particulars of equipment offered

Item	Description	Schedule A	Schedule B
1	Name of manufacturer	State	
2	Manufacturer's location	State	
3	Service conditions	Note	
4	General requirements	XXXX	
5	Design and layout of entire structure	Required	
6	Roof slight pitch design	Required	
7	Insulation classification	IP55	
8	Ground mounting bracket	Required	
9	Fitting screws, nuts and springs washers	Required	
10	Lifting lugs on the top of the kiosk	Required	
11	Tapered kiosk base and overlapping by 15mm	Required	
12	Painting: - complete passivated and powder coating in accordance with SANS 1274	Required	
13	An antenna facility (omnidirectional)	Required	
14	Avocado Green (C12) in accordance with SANS 1091	Required	
15	Inner plate shall be powder-coated with white epoxy-polyester powder	Above 60µm	
16	Equipped for electronic locking system and a physical padlock application slot.	Required	
17	Recommended dimensions (L x W x H)	500 x 800 x 800	
18	Doors requirements as clause 6.2	Required	
19	Joints and seams requirements as clause 6.3	Required	
20	Inner plate requirements as clause 6.4	Required	
21	Busbar requirements as clause 6.5	Required	
22	Mounting base requirements as clause 6.6.1	Required	
23	Gland plate requirements as clause 6.7	Required	

24	Foundation requirements as clause 6.8	Required	
25	Electrical requirements as clause 7	Required	
26	Performance testing compliance	Required	
27	Prototype inspection and approval	Required	
28	Type test certificates as per clause 8.2	Required	
29	Reliability confirmation document as per clause 8.3	Required	
30	Training of staff as per clause 9	Required	
31	Marking Packaging and Labelling as per clause 10	Required	
32	Quality management certification	ISO 9001	
33	Health and safety management certification	ISO 45001	
34	Environmental management certification	ISO 14001	

NOTE: TICKS [✓ x], ASTERISK [*], WORD [NOTED], OR TBA [TO BE ADVISED] WILL NOT BE ACCEPTED.

.

Tender Number: _____

Tenderer's Authorised Signatory: _____

Name in block letters Signature

Full name of company: _____

Technical schedules A and B Deviation schedule for a 9-way ground mounted

Item	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company: _____

Annexure C - Technical schedules A and B for a 18 way ground mounted

Schedule A: Purchaser's specific requirements

Schedule B: Guarantees and technical particulars of equipment offered

Item	Description	Schedule A	Schedule B
1	Name of manufacturer	State	
2	Manufacturer's location	State	
3	Service conditions	Note	
4	General requirements	XXXX	
5	Design and layout of entire structure	Required	
6	Roof slight pitch design	Required	
7	Insulation classification	IP55	
8	Ground mounting bracket	Required	
9	Fitting screws, nuts and springs washers	Required	
10	Lifting lugs on the top of the kiosk	Required	
11	Tapered kiosk base and overlapping by 15mm	Required	
12	Painting: - complete passivated and powder coating in accordance with SANS 1274	Required	
13	An antenna facility (omnidirectional)	Required	
14	Avocado Green (C12) in accordance with SANS 1091	Required	
15	Inner plate shall be powder-coated with white epoxy-polyester powder	Above 60µm	
16	Equipped for electronic locking system and a physical padlock application slot.	Required	
17	Recommended dimensions (L x W x H)	500 x 800 x 800	
18	Doors requirements as clause 6.2	Required	
19	Joints and seams requirements as clause 6.3	Required	
20	Inner plate requirements as clause 6.4	Required	
21	Busbar requirements as clause 6.5	Required	
22	Mounting base requirements as clause 6.6.1	Required	
23	Gland plate requirements as clause 6.7	Required	

24	Foundation requirements as clause 6.8	Required	
25	Electrical requirements as clause 7	Required	
26	Performance testing compliance	Required	
27	Prototype inspection and approval	Required	
28	Type test certificates as per clause 8.2	Required	
29	Reliability confirmation document as per clause 8.3	Required	
30	Training of staff as per clause 9	Required	
31	Marking Packaging and Labelling as per clause 10	Required	
32	Quality management certification	ISO 9001	
33	Health and safety management certification	ISO 45001	
34	Environmental management certification	ISO 14001	

NOTE: TICKS [✓ x], ASTERISK [*], WORD [NOTED], OR TBA [TO BE ADVISED] WILL NOT BE ACCEPTED.

Tender Number: _____

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company: _____

Technical schedules A and B Deviation schedule for a 18-way ground mounted

Item	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company: _____

30. PRICE SCHEDULES

TABLE 1				
Items	Description of tasks	Estimated Quantity	Cost in Rands (excl VAT)	Sub Total
1	Cost to inspect the structural integrity of enclosure	5000		
2	Cost to check if the override key is operational and opens the box	5000		
3	Cost if the override lock is damaged	3000		
4	Cost if the locking mechanism is damaged	3000		
5	Cost if the door doesn't jam the locking mechanism	1000		
6	Cost to replace lock	1000		
7	Cost to repair Locking Mechanism	1000		
8	Cost to replace Locking Mechanism	1000		
9	Cost to check if the electronic tag is operational and opens the door	5000		
10	Cost to check if the electronic unit has power	5000		
11	Cost to check if the PCB is connected correctly	5000		
12	Cost to replace PCB board	1000		
13	Cost to Check the servo motor working when tag presented	3000		
14	Cost to replace motor	1000		
15	Cost to check if the HID reader has power and working	5000		
16	Cost to replace HID reader	3000		
17	Cost to check all cables are connected firm	1000		

18	Cost to replace all cables	1000		
19	Cost to check all sensors working correctly	5000		
20	Cost to replace all sensors	1000		
21	Cost to check if antenna is intact and not damaged	5000		
22	Cost to install new antenna	1000		
23	Cost to check the battery voltage	5000		
24	Cost to replace battery	1000		
25	Cost to check if all hinges are working and clean and lubricated	5000		
26	Cost to replace all hinges that are not working	1000		
27	Cost to inspect both brackets and ensure they tight around the poles for overhead kiosks	1000		
28	Cost to replace both brackets around the poles for overhead kiosks	1000		
29	Cost to check the plinth for any cracks and damages (Underground Kiosk)	1000		
30	Cost to replace the plinth (Underground Kiosk)	1000		
31	Cost to reposition box with plinth (Underground Kiosk)	1000		
32	Cost to check if the Modem is working	1000		

33	Cost to replace the Modem	1000		
34	Cost to check if commission process was complete	1000		
35	Cost to re commission the kiosk – ground mounted kiosk	1000		
36	Cost to re commission the kiosk – pole mounted kiosk	1000		
37	Cost to test Circuit breaker	1000		
38	Cost to replace Circuit breaker	1000		
			SUB-TOTAL	
			VAT	
			TOTAL	

TABLE 2					
Item	Description	Estimated Quantity	Rates Exc Vat		
			Supply	Labour	Total
1	6-way, Service Distribution Box metal, overhead mounted, protective structure kiosk for low voltage distribution purposes	1000			
2	9-way, Service Distribution Box metal, overhead mounted, protective structure kiosk for low voltage distribution purposes	2000			
3	6-way, Service Distribution Box metal, Underground mounted, protective structure kiosk for low voltage distribution purposes,	1000			
4	9-way, Service Distribution Box metal, Underground mounted, protective structure kiosk for low voltage distribution purposes.	2000			

5	18-way, Service Distribution Box metal, Underground mounted, protective structure kiosk for low voltage distribution purposes.	1000			
6	Locking bar 9 + 18-way sdb locking bar, galvanized mild steel, complete with Seven sided brass locking nut, tapered washer and Round flange. To be used with 9 + 18 way grp service Distribution box	500			
				SUB-TOTAL	
				VAT	
				TOTAL	

Note: All replacement components shall be compatible for the operation of the Enclosures

TOTAL RATES

TABLE 1 TOTAL	
TABLE 2 TOTAL	
GRAND TOTAL	

Signature of the tenderer.....

31. QUANTITIES

Due to the uncertainty and fluctuation of the LLM requirements, no indication can be given as to the quantities of the items covered in this specification that will be required under this contract. The supplier will therefore be required to supply the requirements in such quantities as may be required by the LLM from time to time. When supplies are required, the LLM will endeavor to place orders, on an as and when required basis, as far in advance as possible.

Note:

1.1 Price schedule on the tender document must be completed even if you submit/attach a separate quotation to the document.

1.2 Price schedule to be completed in full i.e.: Rates; unit prices; sub-totals; VAT if applicable and totals

Failure to meet the specification requirements, tender will be deemed to be non-responsive.

32. FUNCTIONALITY

Functionality criteria	Requirement	Points
Key Personnel Team Composition (minimum of 2 teams) Each team must consist of: 1 Technician 3 years similar experience, 1 electrician 3 years similar experience, 1 Operator and Assistant Technician: must have National diploma: Electrical Engineering+ ORHVS+ 3 years Experience Electrician: must have Trade Certificate + N3 + ORHVS+3 years experience Operator: Operators certificate for machines/equipment and crane truck + 3 years experience All copies of qualifications and ID's must be certified. Attach CV to indicate years of experience.	2 teams 30 Points 1 team 15 Points	30 Points
Availability of Fleet Provide 2 LDV's, Cherry picker and 10T crane truck per team Registration certificates/ lease agreement/ intent to hire from hiring company on the hire company's letter head with contactable reference must be submitted.	4 LDV's, 2 Cherry pickers and 2 x 10T crane truck =20 points 2 LDV's, 1 Cherry picker and 10T crane truck =10 points	20 Points
Company Experience Bidders should have successfully completed a minimum of 3 projects for the supply, delivery and maintenance of Enclosures in various institutions.	Attach appointment letters and matching reference letters with contactable references. 10 points per appointment and matching reference letter.	30 Points

Goods Warranty Provide warranty letter	More than 3 years-10 Points Less than 3 years-5 points	10 Points
SHEQ Officer: • Attach Valid SACPCMP registration certificate as Pr CHSA or CHSO. Ensure all necessary information is included for verification to be confirmed. Attach CV to indicate years of experience.	PrCHSA or CHSO and SACPCMP registrations & more than 4 years experience: 10 points PrCHSA or CHSO and SACPCMP & between 3 to 4 years experience: 6 points PrCHSA or CHSO and SACPCMP & less than 2 years experience: 2 points No submission: 0 points	10 Points
		100

Samples of the enclosures will be required prior to appointment. The short-listed bidders will be required to make available the enclosures for demonstration and testing purpose which complies with all the requirement of technical specifications.

NB: A BIDDER/TENDER WHO SCORES LESS THAN 70 POINTS WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL NOT BE FURTHER EVALUATED.

Bids must remain valid for ninety (90) days after the submission date.

TAX CLEARANCE CERTIFICATE/COPY OF TAX COMPLIANCE STATUS DOCUMENT (TCS) MUST BE ATTACHED

THE BIDDING ENTITY AS WELL AS ALL ITS DIRECTORS MUST SUBMIT A MUNICIPAL ACCOUNT WHICH IS NOT MORE THAN THREE (3) MONTHS IN ARREARS OR VALID LEASE AGREEMENT WHICH IS ON THE NAME OF THE ENTITY. IF THE DIRECTOR IS LEASING THEY MUST ALSO PROVIDE A VALID LEASE AGREEMENT ON THEIR NAMES.

- IF THE BUSINESS OPERATES FROM THE DIFFERENT ADDRESS AS PER CIPC DOCUMENT, AFFIDAVIT MUST BE PROVIDED

ATTACH PROOF OF JOINT VENTURE AGREEMENT

BIDDER MUST ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION FULL REPORT.

BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

ITEM	DESCRIPTION	YES	NO
1.	Provided copy of your company registration document.		
2.	Provided certified copy of your company VAT registration Certificate if applicable		
3.	Tax clearance certificate/copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity		
4.	The bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, which is in arrears for more than three (3) months? No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro.		
5.	Lease agreement/municipal account of not older than three months in the name of the bidding entity. (Copy of the lease agreement will only be accepted if water and lights are part of lease payment).		
6.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD forms duly completed and signed.		
7.	All pages requiring information have been completed in full and in black ink.		
8.	No pages removed from the tender document		
09.	The pricing schedule has been signed.		
10.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		
11.	JV agreement has been attached and signed (if applicable)		

12.	Bidder must attach the Central Supplier Database (CSD) registration full report.		
13.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
14.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. ▪ Personal Tax Numbers included ▪ State Employee Number / Persal Number ▪ Identity number ▪ Name		
15.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

PLEASE NOTE:

- ❖ **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- ❖ **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc.**
- ❖ **No communication with Lesedi Municipal officials are allowed after the closing date of the tender. The only authorized form of communication will be through the Supply Chain Management Office.**
- ❖ **No bids will be accepted if not submitted on the correct closing date and time. No late bids will be considered, even if only late by a minute.**