



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

PARTICULARS OF THE BIDDER	
NAME OF THE BIDDING OR TENDERING COMPANY	
POSTAL ADDRESS	
	POSTAL CODE
STREET ADDRESS (PHICAL ADDRESS)	
	POSTAL CODE
E-MAIL ADDRESS	
TELEPHONE NUMBER (TELKOM LINE)	
CIDB CRS NUMBER (IF APPLICABLE)	
CELLPHONE NUMBER	
ALTERNATE CELLPHONE NO.	
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY	



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**INDEX/TABLE OF CONTENTS**

<b>DOCUMENT NAME ABBREVIATION</b>	<b>DOCUMENT NAME/DESCRIPTION</b>	
	<b>DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE</b>	
MBD 1	<b>INVITATION TO BID (PART A)</b>	
MBD 1	<b>PART B</b>	
AD	<b>ADVERT</b>	
GCC	<b>GENERAL CONDITIONS OF CONTRACT</b>	
TOF	<b>TERMS OF REFERENCE/ BID SPECIFICATIONS</b>	
F	<b>FUNCTIONALITY</b>	
PS	<b>PRICING SCHEDULE</b>	
MBD 4	<b>DECLARATION OF INTEREST</b>	
MBD 5	<b>DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)</b>	
MBD 6.1	<b>PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS</b>	
MBD 7.2	<b>CONTRACT FORM - RENDERING OF SERVICES</b>	
MBD 8	<b>DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM</b>	
MBD 9	<b>CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>	
SECTION 38	<b>DECLARATION OF BIDDERS'S PAST PRACTICES</b>	
SF	<b>SIGNATORY FORM</b>	



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS  
DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE**

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD)

- ✓ Bidders must be registered on CSD and provide their registration number on the tender/ quotation document

**COMPLETION OF THE DOCUMENT**

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

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire, MBD 1, Pricing Schedule, MBD 4, MBD 5, MBD 6.1, MBD 7.2, MBD 8, MBD 9, Section 38 and the Form of Offer, including all witness signatures on all the above stated forms.
- ✓ ***NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION***
- **COMPULSORY QUESTIONNAIRE** must be fully completed and signed  
*In a case of Joint Venture separate COMPULSORY QUESTIONNAIRE forms must be completed and submitted.*
  - **MBD 1** must be fully completed and signed
  - **PRICING SCHEDULE** must be fully completed and signed
  - **MBD 4** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**  
*In a case of Joint Venture or multi- directors, full details of all directors / trustees / shareholders / members must be provided on the table on MBD 4.*
  - **MBD 5** -only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**
  - *In a case of Joint Venture separate MBD 5 forms must be completed and submitted.* (complete if applicable)
  - **MBD 6.1** – must be fully completed.
  - **MBD 7.2** must be fully completed.
  - **MBD 8** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting
  - **MBD 9** - must be fully completed and signed
  - **SECTION 38** - only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Must be fully completed and signed, including signatures of witnesses.
  - Note that should you answer “**NO**” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

- **SIGNATORY AUTHORISATION** – complete and sign the form
- The document must not be dismantled, page numbers must be sequential

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

- ✓ Deposit slip with tender reference number.
- ✓ CSD report
- **FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION (AND AFFIDAVITS WHERE APPLICABLE) BIDDERS ARE REQUESTED NOT TO SUBMIT COPIES OF CERTIFIED COPIES.**
- ✓ A valid and certified (not older than (3) three months on the date of tender closure) BBBEE Certificate for the company (if it is a JV the BBBEE must be consolidated)

**MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS**

- ✓ Municipal rates and taxes statement which is no older than 3 months on the date tender closure for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s (showing lease period) or,
- ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account are not in the names of the director/s the attached municipal rates and taxes statement must be accompanied an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property.

**MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY**

- ✓ Municipal rates and taxes statement which is no older than 3 months on the date tender closure for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

- ✓ If the rates and taxes account are not in the names of the company, the attached municipal rates taxes statement must be accompanied by an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

**NB!!**

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

**VERIFICATION OF DOCUMENTS AND INFORMATION.**

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect “tax compliance” before final award is made)
- ✓ CIDB Grading will be verified
- ✓ BBBEE certificates will be verified with relevant registration bodies.
- ✓ Sworn Affidavits will be accepted only if its originals submitted.

**ALLOCATION OF BBBEE POINTS**

- ✓ No points will be allocated for a BBBEE certificate that is a copy of a certified copy or not that is not certified.
- ✓ No points will be allocated if the attached sworn affidavit (BBBEE) is a copy.

**INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS**

- ✓ A tender document must be in a sealed document that has on the outside the bid number and bid description. Both the bid number and the bid description must be on the envelope for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the envelope, the bid will be received
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Bidders who arrive when the tender box is open are late.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY

<b>BID NUMBER:</b>	<b>RLM/DTIS/0072/2020/21</b>	<b>CLOSING DATE:</b>	<b>08 JULY 2021</b>	<b>CLOSING TIME:</b>	<b>09H00</b>
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<b>DESCRIPTION</b>	<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS</b>
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT:

<b>RUSTENBURG LOCAL MUNICIPALITY</b>
<b>MISSIONARY MPHENI HOUSE</b>
<b>CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG</b>

**SUPPLIER INFORMATION**

<b>NAME OF BIDDER</b>					
<b>POSTAL ADDRESS</b>					
<b>STREET ADDRESS</b>					
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>CELLPHONE NUMBER</b>					
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>		
<b>E-MAIL ADDRESS</b>					
<b>VAT REGISTRATION NUMBER</b>					
<b>TAX COMPLIANCE STATUS</b>	<b>TCS PIN:</b>		<b>OR</b>	<b>CSD No:</b>	
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]</b>	<input type="checkbox"/> Yes  <input type="checkbox"/> No		<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</b>		<input type="checkbox"/> Yes  <input type="checkbox"/> 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]*



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

<p><i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p>	<p><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p>	<p><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p> <p>[IF YES, ANSWER PART B:3]</p>
<p><i>TOTAL NUMBER OF ITEMS OFFERED</i></p>		<p><i>TOTAL BID PRICE</i></p>	<p>R</p>
<p><i>SIGNATURE OF BIDDER</i></p>	<p>.....</p>	<p><i>DATE</i></p>	
<p><i>CAPACITY UNDER WHICH THIS BID IS SIGNED</i></p>			
<p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p>		<p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p>	
<p><b>DEPARTMENT</b></p>	<p>SCM</p>	<p><b>CONTACT PERSON</b></p>	<p>MR PIERRE BERGH</p>
<p><b>CONTACT PERSON</b></p>	<p>MR J MASINGA</p>	<p><b>TELEPHONE NUMBER</b></p>	<p>014 590 3371</p>
<p><b>TELEPHONE NUMBER</b></p>	<p>0145903123</p>	<p><b>E-MAIL ADDRESS</b></p>	<p>pbergh@rustenburg.gov.za</p>
<p><b>E-MAIL ADDRESS</b></p>	<p><a href="mailto:jmasinga@rustenburg.gov.za">jmasinga@rustenburg.gov.za</a> &amp;<a href="mailto:tenders@rustenburg.gov.za">tenders@rustenburg.gov.za</a></p>		



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	<b>BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</b>
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED, COMPLETED WITH A BLACK PEN
1.3.	<b>THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	<b>BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</b>
2.2	<b>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.</b>
2.3	<b>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.</b>
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	<b>IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</b>
2.7	<b>WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</b>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> 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 WILL RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

**SIGNATURE OF BIDDER:** .....

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

**DATE:** .....





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

1. Sealed bid documents marked: **“RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS”** must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than **08 JULY 2021 @ 09H00**, where after the bids will be opened in public at the Municipal offices.
2. One sealed envelope containing **ADMINISTRATIVE EVALUATION (DOCUMENT COMPLETION AND ATTACHMENT OF MANDATORY DOCUMENTS), FUNCTIONALITY (MINIMUM 70) AND PREFERENTIAL POINT SYSTEM (80 PRICE & 20 BBBEE)**
3. must be deposited in the box before the closing date and time.
4. Please note that no bid documents given to couriers will not be signed for by Rustenburg Local Municipality.
5. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
6. All bids will be adjudicated based on the prescribed criterion as stipulated in the document.
7. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted
8. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
9. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
  - (a) reasons and/or grounds for the objection or complaint.
  - (b) the way in which the objector or complainant's rights have been affected; and
  - (c) the remedy sought by the objector or complainant.
10. (b) the way in which the objector or complainant's rights have been affected; and
11. (c) the remedy sought by the objector or complainant.
11. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
12. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).

RUSTENBURG LOCAL MUNICIPALITY  
P.O. BOX 16  
MISSIONARY MPHENI HOUSE



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

GENERAL CONDITIONS OF CONTRACT  
(NOT TO BE ALTERED)

**PROCUREMENT: GENERAL CONDITIONS OF CONTRACT  
Dated July 2010 as set out by 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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**General Conditions of Contract**

**1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 "Day" means calendar day.

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

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

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

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

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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

1.26 "Tort" means in breach of contract.

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

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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

**5. Use of contract documents and information inspection**

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

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

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

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

**6. Patent Rights**



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

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.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

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;





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

- (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.





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

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

**16. Payment**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

**17. Prices**

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

**18. Variation orders**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's delivery and/or performance**



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

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

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

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

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

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

**22. Penalties**

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

**23. Termination for default**

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

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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

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

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

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

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

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

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

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

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

**24. Antidumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

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**



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

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

**33. Transfer of contracts**

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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS

**34. Amendment of contracts**

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and

signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of restrictive practices**

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

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

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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**SPECIFICATIONS**

Installation of SCADA systems in 33/11kV Substations

**SCADA System**

The scope of the contract will consist of the assistance with the installation and commissioning of a complete new SCADA system for the 33/11kV Substations complete with associated equipment, fully configured, tested and commissioned in accordance with the specification.

As part of this contract, SCADA will be limited to equipment in the substation as specified below as well as a GPRS/3G/4G interface to the central control room. The customer shall be responsible for the service provider contract while the contractor shall be responsible for the supply, installation and commissioning of the interface. The protocol internal to the substation (between the protection and control IEDs and the substation IED / HMI) will comply with the IEC-61850 standard.

**General requirements**

**SCADA Supply & Delivery**

The supplier shall supply one complete SCADA system which shall include but not be limited to:

- All SCADA Software as required
- 19" floor standing cabinet
- Computer hardware
- Computer software
- Uninterruptible Power Supply. Alternatively supplied from the DC system provided provision is made for the additional load in the sizing calculations.
- Patch Panel including all fibre leads
- GPRS/3G/4G interface
- All Engineering, configuration, testing & commissioning
- Training
- As built documentation OEM documentation



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**Design, Install, Program, Testing & Commissioning**

- The supplier shall design, install, program, test and commission the entire substation SCADA system at A substation. All commissioning and testing required under this project is included in the scope of the successful supplier and
- shall be performed in accordance with the requirements of the relevant IEC, RLM, Eskom and other related specifications and guidelines.
- Provision will be made to include, but not be limited to, battery charger and AC/DC alarms on the SCADA system by either incorporating them into an appropriate protection relay with spare digital inputs, or by using a dedicated RTU for general substation alarms.
- Include for all costs to re-configure, re-programme and extend the central SCADA
- control.

**Equipment**

All equipment required for the complete installation is included is in the scope of the successful supplier, this includes all but is not limited to fibre optic cable, cables, circuit breakers, terminal strips, joints, terminations, etc.

**Documentation**

The successful supplier shall provide comprehensive as-built documentation upon completion of the project.

**Compliance with the specification**

The Supplier shall submit a document stating section by section whether they comply with the Eskom and RLM specification and explaining any deviations from the specification.





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**Labelling (General)**

All cubicles, equipment and cables shall be clearly and permanently labelled. A uniform method of labelling shall be followed across the whole system. Each equipment item shall contain the original manufacturer's marking including the manufacturer's name, equipment type, model number, and serial number. In cases where this is not available an information plate must be manufactured attached to the device.

**SCADA Technical requirements**

**Computer hardware**

- Rack-mounted PC, chassis and server backplane
- On-board RAID controller
- Latest technology CPU
- Min 16Gb ram
- Minimum 1TB HDD in RAID 1 configuration
- 8x DVD+/-RW SATA drive
- Appropriate disk drive
- On-board dual Gigabit electrical ethernet connections

**Software & Technology**

Set of software as required by the substation automation system:

- Microsoft Windows XP Pro. Latest Windows Operating System compatible with the SCADA
- SCADA software with DNP3 or IEC61850 Communication capabilities.
- Any other hard or software to complete installation.

**Communication Panels**

The computers shall be mounted in 600mm wide, 600mm deep, 21U panels with front, rear and side access, glass front doors, bottom entry, painted goose grey including wiring terminals, MCB's, PVC trunking and earth bars with active cooling and an IP41 protection rating completely wired and tested. Apart from the items mentioned above, the following shall be mounted in these panels:



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

- One Ruggedcom Ethernet/or equivalent
- MGE Pulsar M3000 3kVA UPS for SCADA purposes
- Additional AC supply point via a suitable circuit breaker from the MGE Pulsar
- M3000 3kVA UPS to provide an uninterruptable supply to an external cabinet housing the Ethernet Communications Backbone.
- All switches and fibre patch boxes for a complete installation.
- GPRS/3G/4G interface equipment complete.
- A key lockable supervisory on/off switch to be connected to the bus section relay
- in each substation.

**Communication Equipment**

The Ruggedcom Ethernet Switches RSG2100 or equivalent shall have dual high-power AC or DC supply provided the additional load is included in the sizing calculations, multimode ST type glass fibre ports for connection to IED's within the substation, dual gigabit ports (2 x 10/100/1000mbit/s TX RJ45) for switch to switch connections within a substation.

**Fibre Optic Cable**

The fibre optic cables connecting the panel IED's and the switches shall be ruggedised glass fibre with connectors as dictated by the IED). The installation of the fibre is part of this contract.

**SCADA Functional Description**

The successful supplier shall compile a functional design specification and once approved, followed by a detail design specification detailing the functionality for acceptance & approval by the client.

**SCADA Functional design specification (FDS)**

The successful supplier shall generate a functional design specification (FDS) document describing in sufficient detail how their system intends to offer the functionality specified and highlighting any aspect where the system offered deviate from the specification. The purpose of the FDS is for the supplier to prove that the proposed system complies with the minimum system requirements and/or to highlight where the system offered will provide the specified functionality in a different fashion.

The document will detail the overall system composition, proposed communication system design, software configuration and related equipment to ensure compliance with the specification.



RUSTENBURG LOCAL MUNICIPALITY

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**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

The FDS document shall be to the satisfaction of and be approved by the RLM engineer before the detail design specification (DDS) is compiled.

The FDS shall include (but not be limited to) the following topics:

Project Overview

- Scope of Supply
- Detailed proposed Project Plan, including Milestones, FAT, SAT, etc.
- System Security
- Network Security/ Remote Access
- System Overview

System Configuration

- Communication Servers
- Master station equipment (SCADA Server, printers, etc.)
- Master Station software
- Substation Communication
- Substation SCADA equipment (PC, printer, RTUs / relays / IEDs / VSDs)
- Interfacing with legacy equipment (substation)
- Interfacing with equipment from another substation

System Functional Description

- Log-on page
- Overview
- Display pages/ Screens
- Design
- Page Layouts
- Navigation
- Switching / Control Functions
- Events
- Alarms
- Analogues
- Reports



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

- Trending
- Graphical Displays
- Archiving
- Security
- Authorisation Rights
- Backups

**Training**

- Proposed Training Schedules
- Description of proposed content per module

**SCADA DETAIL DESIGN SPECIFICATION (DDS)**

On acceptance of the FDS, the successful supplier shall generate a detail design specification (DDS) describing in detailing the functionality and deliverables of the system to be supplied. The purpose of the DDS is to document in detail exactly what the supplier will supply under this contract in terms of hardware, software, functionality, training, documentation, etc.

The DDS will also be used as the standard against which the factory acceptance testing & site acceptance testing will be performed / measured.

The DDS document shall be to the satisfaction of the RLM engineer and shall be approved by the engineer before the SCADA system is configured / programmed.

The DDS shall include (but not be limited to) the following topics:

Project Overview (As provided in FDS, but with latest updates)

- Scope of supply
- Detailed final Project Plan including Milestones, FAT, SAT, etc.
- System Overview
- System Security
- Network Security/ Remote Access



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

System Configuration (As provided in FDS, but with latest updates and in more detail)

- Communication Servers
- Master station equipment (SCADA Server, printers, etc.)
- Master Station software
- Substation Communication
- Substation SCADA equipment (PC, printer, RTUs / relays / IEDs / VSDs)
- Interfacing with legacy equipment (substation)
- Interfacing with equipment from other substations

System Functional Description (As provided in FDS, but with latest updates and in more detail)

- Log-on page
- Overview
- Display pages/ Screens
  - o Design
  - o Page Layouts
  - o Navigation
  - o Switching / Control Functions
  - o Events
  - o Alarms
  - o Analogues
  - o Reports
  - o Trending
  - o Graphical Displays
  - o Archiving
  - o Security
  - o Authorisation Rights
  - o Backups

Design Drawings

- Fibre connection diagrams
- Wiring diagrams
- Cabling diagrams and cable blocks



RUSTENBURG LOCAL MUNICIPALITY

---

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

Training

- Final Training Schedules
- Description of final content per module



RUSTENBURG LOCAL MUNICIPALITY

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**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**Other Requirements**

**Equipment Installation in Enclosures**

Subsystems and components shall be easily maintainable. It shall be possible to remove items of equipment for maintenance with minimal interference with respect to other equipment. Components which generate a lot of heat shall be adequately spaced from their mounting boards and from other components.

All components shall be adequately supported and secured. Components shall not be mounted directly on wiring terminal blocks unless adequately protected from damage.

**Cabling and Wiring**

All multi-core cables shall be manufactured in accordance with SABS 1507-1990 (or SABS 150-1970) and visibly identified as of flame retardant, low toxicity types. Where a cable is to be installed in a location that may render it liable to mechanical damage, it shall be protected by wire armouring, or by other approved means. All cabling shall be neatly run and fitted in or upon such cable trays, trenches, ducts or conduits as may be appropriate to the layout and equipment.

The scope of the contract will consist of providing a floor mounted metering panel with 4 x class 0.5 electricity consumption meters and associated communication equipment, fully configured, tested and commissioned in accordance with the specification.

There will be one meter for each incomer and one for summation metering of the 4 incomers.

**Warranty**

The supplier will provide a warranty for a period of twelve months after handover of the system to RLM and shall provide the following services as part of the warranty support during this period:

Repair or replace all faulty components damaged by normal operation or during first 12 months of operation. First line maintenance by trained and competent RLM personnel.



RUSTENBURG LOCAL MUNICIPALITY

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**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

Respond to call outs as follows:

Substation equipment interface and communication faults. Modules to be replaced within 5 working days of fault reports.

Provide user support consisting of telephonic support of users who have successfully attended the relevant training course. The supplier shall regard the training courses as a method of minimising their user support costs during this period. The response time for user support requests shall be no longer than eight working hours.

**Spares**

The supplier shall provide a list of spares for commissioning and maintenance within the scope of this project. The spares holding shall take into account the probability of failure as well as the effect on the system should a spare item not be available.

The supplier shall also provide prices of spares with a guaranteed availability of ten years.

**Maintenance**

RLM requires a system where the maintenance requirement is minimal.

Hardware maintenance shall be no more than what is required for a normal personal computer installation and the communication equipment shall be virtually maintenance free.

Apart from normal back-ups and limited software upgrades (vendor specific and operating systems) no maintenance on the real-time database shall be necessary once the systems is fully configured an operational.

**Training**

The supplier shall provide training that shall be directly applicable to the actual equipment and software to be provided as part of the system offered. Generalised training based upon roughly similar equipment shall not be accepted. Training shall be provided at the following levels:

**Engineering / System Administrator level.**

Full access to the system & database, including system configuration, programming, testing & commissioning, to enable the authorised engineer / administrator to add, delete and make changes to the system as required.





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**Operational & Maintenance level.**

Training as required to enable personnel to operate the system confidently and to identify basic problems in order to perform first line maintenance on the system.

Executive level.

A basic overview with sufficient information to provide management with a clear understanding of the system functioning & capabilities.

The supplier shall specify the following details of all courses included within the scope of the offer:

- Course Title
- Description of course content
- Duration of course
- Maximum number of attendees
- Prerequisites for attendees
- Location of course

The courses shall be run in a disciplined fashion to ensure that RLM personnel who successfully complete the training courses shall be deemed to be competent.

**Documentation to be submitted:**

The supplier shall supply all documentation including manuals and drawings related to the design, installation and commissioning of the systems and equipment supplied as part of the contract.

All drawings submitted to RLM shall be accompanied by an agreed drawing transmittal advice together with a master drawing register.

The training, operating and maintenance manuals shall be cross referenced and shall be the correct manual for the equipment installed and not for similar equipment items or systems.

RLM reserves the right to approve the format and content of all documentation.

The supplier shall verify the quality of the document to ensure fitness for purpose both technically and typographically.



RUSTENBURG LOCAL MUNICIPALITY

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**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

Documentation Software

The system documentation such as diagrams, functional specifications, training manuals, etc. shall be made available in commonly used software formats.

Documentation Synopsis

The supplier shall provide, together with his offer shall provide an overview of the documentation to be supplied. This shall describe the structure and content of the documentation to be provided together with the offer. A list of required documentation is given below in this section.

Documents

The “as built” documents shall be updated and submitted to RLM not later than one month after the successful completion of the site acceptance test and system hand-over.

The documents shall be supplied on electronic media at that stage.

The final payment certificate will not be processed until it has been submitted.

**Required Documents**

Document Type

- System Functional & Detail Specifications
- System training manuals
- System test specification
- Computer hardware manuals
- Computer operating system manuals
- Computer database user manuals
- System user manuals
- System maintenance manual
- Communication training manual
- Communication user manual
- Communication configuration diagrams
- Modifications



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

The supplier shall provide additional and amended pages sufficient for all copies of manuals and drawing sets to ensure that all sets are complete. Amendment pages listing modifications and modification history shall be included in all documents. All changes to the system made during the warranty period shall be reflected in the documentation.

**SCADA Testing**

The supplier shall ensure that the system and its parts are fully tested before delivery and installation and shall then perform a final test after commissioning but prior to handover.

The testing shall consist of original subsystem tests, followed by a factory acceptance test (FAT) at the supplier's premises, finally culminating with the site acceptance test (SAT) in which the system as a whole is tested.

The supplier shall give RLM notice in writing two weeks prior to any formal testing.

Factory Acceptance Tests (FAT)

Full factory acceptance tests shall be performed on subsystems during the manufacturing period. In this case full factory acceptance will be required on the complete individual substation SCADA system which will be shipped directly to site after their individual (subsystem) FAT.

Site Acceptance Test (SAT)

The system SAT shall be performed on all equipment in the scope of supply. The equipment shall be installed in the final location for its planned operation prior to performance of the SAT.

The system SAT shall be conducted after all the various elements of the system have been installed in the field and have all successfully completed their individual subsystem SAT's. The system SAT shall be performed with equipment in the locations in which they will eventually operate.

This test shall demonstrate that the overall design of the system meets the functional and performance requirements of the specification in the field, using the actual communications network and including equipment supplied by others, to which the system is designed to interface.

Interface testing to the remote control room shall be performed jointly with the responsible RLM engineer.

The contractor shall take full responsibility for the interface at the substation level while RLM will take responsibility for the interface at the central control room level.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

Final System Acceptance (FSA)

RLM will accept the system by means of a formal take-over certificate when:

- The system and all items of equipment have successfully completed all the
- specified tests.
- All failures, problems and reservations noted during the tests have been corrected
- to RLM's satisfaction or a plan of corrective action has been agreed between RLM
- and the supplier.
- Hand over documentation and as built drawings have been submitted.

Breaker, earth switch and isolator status indications to Master Double bit via IED

**SCADA Interface**

DESCRIPTION	SCHEDULE A Minimum Requirements	SCHEDULE B
SCADA solution offered	RTU/Integrated/Ethernet (IEC-61850)	
Communication cabling and equipment required to interface IEDs to RTU/gateway	Included in offer Specify fibre / copper	N/A
Protocol between RTU/gateway and IED devices	IEC61850	
RTU/Gateway to IED data communication path	Direct, no protocol conversion to IEDs preferred	N/A
11kV breaker status indications on hard-wired basis	Yes	
Hard-wired IED fail indications, wired to RTU	Yes	
IED SCADA function filtering capability	Configurable to only data required by SCADA	
Independent, bus-wired general alarm contacts, triggered by spontaneous breaker operation.	Yes	
Trip and close controls, to match Ekurhuleni control system	Required	



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

<b>Generic Requirements</b>		
<b>Communication system between Integrated system / RTU and SCADA Master station</b>	DNP 3, IEC61850 via GPRS/3G/4G	
<b>Protocol between Integrated system and SCADA Master station</b>	DNP3/IEC61850	
<b>Provision for hard-wired status and alarm indications from auxiliary equipment:</b>		
Analogue outputs – 0 to 20mA	8	
Digital inputs	32	
Analogue inputs – 0 to 20mA	8	
<b>Housing for Integrated protection and control system /RTU SCADA components</b>	Independent steel cabinet	
<b>Capability to match IED protocol profiles to existing SCADA Master station</b>	Required	
<b>SCADA function filtering capability between Integrated system / RTU and existing Master station</b>	Required	
<b>Integrated system power /RTU supply scheme</b>	DC supply	
<b>Protocol support of quality flags and time tagging</b>	Required	
<b>Communication channels to Master station</b>	GPRS/3G/4G to remote master RTU	
<b>Breaker, earth switch and isolator status indications to Master station</b>	Double bit via IED	
<b>Overall response time from control execution to receipt of device status change at Master station</b>	5 seconds maximum.	

**General note on SCADA interface:**

The SCADA requirement of this project is to provide a complete, proven turn-key SCADA solution. The specification is not prescriptive in this regard because the customer is in the process of moving over to the IEC61850 solution and future substations will be based on this standard.

Tenderers are also invited to add to this schedule as required to better describe and specify the solution offered. The contractor will be responsible for the SCADA solution from the substation level up to and including the remote 'master' RTU installation, configuration and testing.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

ADDITIONAL INFORMATION

SWITCHGEAR

Control and Protection Equipment

**Remote operation via SCADA:**

With the circuit breaker racked into the test position and the bay control relay selected to "Remote", circuit breaker open and close commands can be initiated via the SCADA System. No delayed operation will be required.

With the circuit breaker racked into the service position and the bay control relay selected to "Remote", circuit breaker open and close commands can be initiated via the SCADA System. No delayed operation will be required.

With the Bay Control Relay selected to "remote", no local closing operations will be possible. Provision will be made for an emergency trip, which will not depend on the local / remote selection.

**SCADA CABLING**

All Cu cables as well as fibres required to ensure a complete and fully operational SCADA system including any station alarms must be included for under the SCADA unit rates.

This includes, but is not limited to, DC.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**Power Management and Control Software Specification should meet the minimum requirements**

**Software - General:**

1. Furnish a dedicated, edge control, software platform (The Software Platform) that is purpose-built to be the operational interface for a Power Management and Control System (PMCS) whose primary purpose is to support the provision and management of safe, reliable and efficient power within buildings and facilities. The Software Platform shall have specialized data acquisition, visualization, analysis and reporting tools specifically designed for Power Management applications such as:
  - a. Source and Network Control.
  - b. Electrical Distribution System Monitoring and Alarming.
  - c. Electrical System Capacity Management.
  - d. Power Quality Monitoring and Compliance.
  - e. Multi Source Management.
  - f. Continuous Electrical Thermal Monitoring.
  - g. Breaker Setting Monitoring.
  - h. Backup Power Testing.
  - i. Power Events Analysis.
  - j. Energy Usage Analysis and Energy Benchmarking.
  - k. Utility Bill Verification and Cost Allocation.
  - l. Energy Performance Analysis and Verification.
2. The Software Platform shall natively support (no additional installation or configuration of the software required) at least 75 devices specifically designed for power distribution and power quality monitoring including: programmable power analyzers, power meters, branch and multi-circuit meters, smart panels with communicating circuit breakers, protection relays, electrical distribution thermal sensors.
  - a. All registers shall be pre-mapped to standard measurement names – no additional register mapping required.
  - b. All native device types have been factory-tested and proven to perform.
3. The Software Platform shall be certified as part of an Energy Data Management System according to the sections of the following ISO standards:



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

- a. ISO 50001
    - i. Energy review
    - ii. Energy baseline
    - iii. Energy performance indicators
    - iv. Monitoring, measurement, and analysis
    - v. Input to management review
  - b. ISO 50002
    - i. Data collection
    - ii. Measurement plan
    - iii. Analysis
    - iv. Energy audit reporting
  - c. ISO 50006
    - i. Obtain relevant energy performance information from the energy review
    - ii. Identify energy performance indicators
4. The Software Platform shall be certified to comply with cybersecurity standard IEC62443 SL1 at the component level: IEC62443-4-1 and IEC62443-4-2.
  5. The Software Platform shall be designed to streamline the process of checking and maintaining EN50160 and IEEE 519 Power Quality compliance.
  6. The Software Platform shall natively support the vendor's continuous electrical thermal monitoring system with the ability to detect abnormal bus bar or cable temperatures due to loose or faulty connections and to prevent equipment damage and fire.
  7. The functionality of the Software Platform shall be extensible whereby additional capabilities may be added via software license activation codes without the need to install additional software modules or add-ons.

**Software - Real Time Monitoring and Control:**

1. The Software Platform shall have a graphical monitoring and analysis application with support for custom graphics/images for the purposes of:
  - a. Creating graphical diagrams of the Power Monitoring system, including electrical one-line diagrams, facility maps, plan views, floor layouts, equipment representations, and mimic displays.
  - b. Displaying electrical network status through real-time electrical one-line diagram animation based on a tag value expression.
  - c. Monitoring complex auto-transfer schemes in real time.





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

2. The Software Platform shall be capable of writing to device registers for operations such as resetting, triggering, toggling, switching, manual waveform capture, controlling remote devices, equipment and circuit breakers for power management applications such as Source and Network Control and Multi Source Management.
3. The Software Platform shall have a web-enabled, real-time tables application that provides interactive side-by-side visualization of real-time measurements.
4. The Software Platform shall have a power monitoring trending application with graphical charts for real-time trending of power usage (kW, Volt, Amp, and kWh) or any measurement supported by metered equipment such as generators and MV/LV switchgear.
5. The Software Platform shall support the following as it relates to graphical monitoring:
  - a. HTML5 enabled graphics.
  - b. Graphics should resize based on whatever monitor or viewing device is being used.
  - c. It shall be possible to use JavaScript to customize the behavior of each graphic.
  - d. The Software Platform graphics editor shall be able to import Scalable Vector Graphics (SVG) technology.
  - e. A built-in library of ANSI and IEC Power graphics symbols shall be provided with the Software Platform.
  - f. Operators must be able to change from one graphic to another by selecting an object with a mouse - no menus will be required.
  - g. It shall be possible to create and save graphical components and JavaScript code in reusable and transferrable, customized libraries.
  - h. The ability to have multiple instances of a graphic and edit one instance to change all.
  - i. Ability to import .gif, .png, .bmp, .jpeg, .tif, and CAD generated picture files as background displays, and layering shall be possible.
  - j.

**Software – Alarm and Event Analysis and Notification:**

1. The Software Platform shall have a mechanism to create standard, user-defined alarm hierarchy views that fit user defined criteria.
2. The Software Platform shall support the following as it relates to alarm performance:
  - a. Maximum 10s response time from event capture in a device and display in the software alarm viewer.
  - b. Retrieve and display timestamped alarms directly from devices that support onboard alarm logging.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

- c. Retrieve and display timestamps to 1ms resolution from devices that support 1ms timestamp resolution.
  - d. Create PC-based alarms to 1ms resolution from reading device values.
  - e. Multiple alarm types, including: Timestamped, Digital, Analog, Advanced, Multi-Digital, Timestamped Digital, Timestamped Analog.
3. The Software Platform shall have a mobile alarm notification component that will use the native high availability, hot-standby failover redundancy of the platform, not its own separate redundancy mechanism.
4. The Software Platform shall provide a web based power events analysis application that includes but is not limited to the following features:
  - a. Automatic, intelligent clustering of events into alarms and multiple alarms from multiple devices into “incidents” to simplify the analysis of multiple cascading events.
  - b. Automatic categorization of alarms and incidents into predefined categories.
  - c. Predefined views for events, alarms and incidents with intuitive navigation and easy to use, configurable filters based on priority, status, source and categories.
  - d. Popup window with detailed information about where, what and when an alarm or incident happened and a thumbnail summary view of all waveforms associated with the alarm or incident.
5. The Software Platform shall provide a graphical timeline view of alarms and events that constitute an “incident” in the electrical distribution network. The timeline view shall:
  - a. Display alarms/events stacked by order of time for sequence of events analysis.
  - b. Display the start and end of alarms/events with color-coded dots.
  - c. Indicate if there are captured waveforms associated with the incident.
  - d. Have a configurable analysis window with a color-coded time slider that uses color to indicate areas in the timeline where there are greater numbers of alarms.
6. The Software Platform shall include a web-based Smart Waveform Analyzer interface with the following capabilities:
7.
  - a. Toggle on/off Voltage/Current channels.
  - b. RMS calculation, zoom, pan, export to CSV.
  - c. Interactive phasor and harmonic (voltage and current) diagrams.
  - d. Allow multiple waveforms to be compared to each other.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**Software – Data Analytics and Visualization:**

1. The Software Platform shall include an interactive, web-based Dashboard application that provides auto-updating dashboard views that may contain not only energy and power data but water, air, gas, electric, and steam (WAGES), historical data trends, power quality, images, and content from any accessible URL address.
2. Users shall be able to create, modify, view, and share their dashboards (including graphics, labels, scaling, measurements, date ranges, etc.) using only a browser and without the need for a separate software application to design, create, modify or publish dashboards.
3. The Software Platform shall support kiosk slideshow displays by assigning individual dashboards to slideshows to run in unattended mode, scrolling through designated dashboards at a configurable time interval.
  - a. Any number of kiosk slideshow displays may be created and configured to run independently on any computer using a browser.
  - b.
4. The Dashboard application shall provide a library of standard graphical objects (gadgets) including Bar, Pie, Trend, Real Time and Web Portal.
5. The Dashboard application shall provide a library of specialized energy usage graphical objects (gadgets) including Period Over Period Comparison, Pareto Charts, Heat Map / Carpet Plot and Sankey Diagrams.
6. The Dashboard application shall provide a library of specialized Power Quality graphical objects (gadgets) including PQ Downtime Impact, PQ Rating, PQ Incident Breakdown and Location.
7. The Software Platform shall provide an interactive, web-enabled Reports application that allows users to generate, modify, save and manage reports based on pre-formatted report templates (up to 64 templates) that are designed to support the following:
  - a. Energy Billing, Verification and Allocation.
  - b. Energy Management and Performance.
  - c. Power Quality Performance and Compliance (EN50160 and IEEE 519).
  - d. Electrical Equipment Operation and Performance (Breakers, UPS's and Generators).
8. The reporting tool shall support automatic distribution (via email or shared folder) on a schedule basis or based on event or manual export using the following output formats: .csv, .xlsx, .pdf, .tiff, .html, .xml.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**Software – Technical Infrastructure:**

1. The Software Platform shall be able to be installed on a physical computer or virtual machine and shall support a variety of Windows operating systems including Server and non-Server class Windows operating systems.
2. The Software Platform shall be developed and designed to help secure power monitoring and control operations and comply to cybersecurity policies by adhering to the following:
  - a. Must follow Secure Development Lifecycle product development processes.
  - b. Minimum of two-factor authentication.
  - c. Two-factor or multi-factor authentication does not require Internet access and may be used on an isolated network.
3. The Software Platform shall be able to operate in a network environment with configurable firewalls that perform deep packet inspection for Modbus communications.
4. The Software Platform shall support the following cybersecurity features:
  - a. Encrypt the transmission of data between the Software Platform Server and its Web Clients using Transport Layer Security (TLS) version 1.3.
  - b. Establish secure authentication between the Software Platform Server and its Web Clients using Certification Authority (CA) certificates.
  - c. Encryption and hashing of system credentials using AES256 and SHA-512 respectively.
  - d. Capable of installing into a Federal Information Processing Standard (FIPS) compliant environment.
  - e. Application Whitelisting.
  - f. Encrypt the transmission of data between the Software Platform primary node and secondary node using Transport Layer Security (TLS) version 1.3.
5. The Software Platform shall support the integration of Windows Active Directory for users and groups from across multiple domains to facilitate the following:
  - a. Login to the Software Platform using Windows credentials.
  - b. Enforce password policies via Windows (complexity and expiration).
  - c. Role-Based Access Control (RBAC).



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

6. The Software Platform shall be able to log up to 100,000 tags of historical data at a 1-minute interval and store this amount of data for up to 2 years.
  - a. The historical 1-minute interval data shall be accessible to the user in a web interface via the following reports that can be formatted as XML, Excel, Word or PDF documents: Single Device Usage, Multi Device Usage, Trend and Tabular reports.
7. The Software Platform shall intelligently and automatically acquire data from devices, including onboard events, trends and waveforms from natively-supported device types:
  - a. Without any need for software configuration or data upload scheduling.
  - b. Onboard, high resolution timestamps (1ms) shall be retrieved without degradation or modification even for devices that support clock synchronization via GPS, IRIG-B, NTP or PTP (Precision Time Protocol).
  - c. Timestamp Quality status shall be retrieved directly from devices that support this data quality attribute.
8. The Software Platform shall support device-level Modbus integration with the following capabilities:
  - a. Dynamic scaling of register values and not require a separate scaling register to perform value scaling for power and energy data.
  - b. Modbus master to read/write registers in Modbus devices for monitoring and control applications.
  - c. The software shall be capable of Modbus device definition (device drivers) creation to enable integration of third-party Modbus protocol devices.
9. The Software Platform shall support a specialized diagnostics user interface designed for power management that shows all power devices, automatically highlighting errors and potential causes of under performance.
10. The Software Platform shall support OPC AE Server alarm and event data sharing applications amongst OPC AE systems.
11. The Software Platform shall support OPC DA Server 2.01 with the following capabilities:
  - a. Provide default OPC Server tag mappings for all natively supported device types without the need to select, configure, or program the mapping of device registers to OPC tags.
  - b. Provide a flexible means to add or change OPC mappings and shall support the ability to add custom measurements.
12. The Software Platform shall support OPC DA Client 2.01 real-time data interoperability.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

13. The Software Platform shall support OPC UA Client 1.01 for data sharing between OPC UA compliant systems.
14. The Software Platform shall support ability to integrate other web applications into its web interface via use of pluggable web content widgets.
15. The Software Platform's Reporting and Dashboard web applications shall be simultaneously accessible from their own individual web addresses so that they may be embedded in other web-based software environments.
16. The Software Platform shall support Web Services interoperability with the following capabilities:
  - a. Web Services Server for sharing real-time, historical (i.e. timestamped trend data), and alarm data (i.e. timestamped event strings) from the Software Platform to other Web Services Client applications.
  - b. User interface for Web Services configuration and mapping.
  - c. Provide the ability to acknowledge alarms by authenticated and authorized clients.
17. The Software Platform shall have an Extract, Transform, and Load (ETL) engine for exchanging data between files, databases and systems with the following capabilities:
  - a. User Interface for specifying connection information, data formats, measurement mappings and schedules.
  - b. Support for importing data from .csv and .xml data files, Wonderware Historian databases and other 3rd party databases via OleDb connections.
18. The Software Platform shall function without disruptions (including communications, logging, and alarming) in the following ways:
  - a. Software components can be installed and available on both primary and secondary nodes.
  - b. Software components on the secondary node are up but will not process data or requests to avoid double polling of connected devices.
  - c. Data is mirrored in near real time and both nodes will have identical data. Data replication is done through the software's capabilities and provides a recovery time of a few seconds automatically in case of the primary node being unavailable.
  - d. The software shall provide the ability to achieve up to eight times device redundancy per connected device.
  - e. Historical data shall be synchronized and backfilled in a data historian following a primary node failover recovery.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

19. The Software Platform shall have a single, end user software application specifically designed for integrating Modbus, IEC 61850, IEC 60870-5-104 and DNP3 device types and shall have the following capabilities:
  - a. Simple creation and management of device definitions (device drivers).
  - b. Pre-defined, default measurement system (Common Data Model) for consistent mapping of Modbus, IEC 61850, IEC 60870-5-104 and DNP3 tags to standard measurements.
20. The Software Platform shall support offline software configuration management for efficient system deployments and upgrades.
21. The Software Platform shall support internationalization and regional settings.
22. The Software Platform shall provide factory support for the following languages: English and French.

**Service – PMCS System Optimisation:**

1. The PMCS vendor shall furnish a set of specialized power analytics and reporting tools (The Analytics and Reporting Tools) designed to help Power Management Service Professionals evaluate the configuration and performance of the PMCS system, diagnose specific problems in the electrical power system and suggest recommended actions to take based on the probable causes.
2. The Analytics and Reporting Tools shall be certified as part of an Energy Data Management System in accordance to the data validation requirements of ISO 50001 Section 4.6.1 (Monitoring, measurement and analysis).
3. The Analytics and Reporting Tools shall diagnose various data quality and power monitoring system configuration issues and suggest probable causes including:
  - a. Device has been removed or is not logging any of the requested measurements.
  - b. Communications to the device has been lost or are intermittent.
  - c. Multiple devices have been assigned the same connection information.
  - d. Load has been removed or needs repair.
  - e. CT shorting blocks left closed or Voltage disconnects left open.
  - f. Breaker has tripped.
  - g. Malfunctioning pulse counter.
  - h. Control system malfunction.
  - i. Current Transformer (CT) polarity error.
  - j. Dual load/generator or generator operating during reporting period.
  - k. Metering device has multiple or high frequency logging triggers configured.
  - l. Measurement units mismatch across metering devices in the system.
  - m. Logging interval mismatch across metering devices in the system.





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

4. The Analytics and Reporting Tools shall diagnose various energy balance problems in the power monitoring system and suggest probable causes including:
  - a. Submeters are not all fed by current meter.
  - b. Incorrect device names or communication information.
  - c. Power meter has a misconfigured CT ratio or Potential Transformer (PT) ratio.
  - d. Incorrect phase wiring in main power meter or submeter.
  - e. Miswired or disconnected phase.
  - f. Locally generated power reported as consumed power.
  - g. Non-radial distribution system.
  - h. Missized CT – the CT is too large to accurately measure the load.
  
5. The Analytics and Reporting Tools shall diagnose and report various electrical power quality issues for conditions including:
  - a. Over/under voltage.
  - b. Voltage imbalance.
  - c. Transformer overcapacity.
  - d. Excessive voltage and current harmonic distortion.
  - e. Excessive lagging Power Factor.
  
6. The Analytics and Reporting Tools shall be intelligent enough to make suggestions for harmonic mitigation equipment suitable to counteract any chronic excessive harmonics conditions that may be detected.
  
7. The PMCS System Optimisation Service shall be delivered by Power Management Service Professionals from the PMCS software vendor and/or PMCS software vendor's certified system integrator partner organization.
  
8. The PMCS System Optimisation Service shall be provided at least twice per year at approximately six- month intervals.
  
9. The PMCS System Optimisation Service shall be able to be applied to existing PMCS systems and shall not require the PMCS system to be upgraded or connected to the internet at any time.

If the tenderer fails to sign this schedule, it will be interpreted that the tenderer does not comply with the Specifications and therefore will be regarded as being non-responsive. Supply of any other luminaire than offered will lead to cancelation of Contract.





RUSTENBURG LOCAL MUNICIPALITY

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**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

I HEREBY DECLARE THAT I WILL COMPLY WITH THE MINIMUM SPECIFICATIONS AS SET OUT ABOVE.

ALL SPECIFICATIONS OF THE PRODUCT OFFERED AND REFERNCES ARE ATTECHED TO THIS DOCUMENT

.....  
**Signature**

.....  
**Date**

.....  
**Bidder's Name**



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

OTHER CRITERIA TO BE CONSIDERED BEFORE APPROVAL

Competence & Expertise	Provide Preliminary Technical Proposal of proposed system (Quality of proposal)		Provide detail preliminary design of proposed solution
	Clearly indicate Algorithm		The Council <b>may</b> request demonstration of software. Proposal should include description of software.
	Hardware solution (product in-house or not)		Provide technical info. State clearly if product is in-house.
	In-house Design capabilities		Provide details of in-house design capabilities. Preference will be given to SUPPLIERS that have in-house capabilities of the entire solution.
	Software solution (product in-house or not)		State clearly if software is developed in-house. Provide technical details of software in terms of SCADA control, control algorithms, functionality etc.
	Project Management Experience		Provide details of Project management skills and list of previous contracts with values.
	Proven Technology		List of previous projects where technology was implemented
	Support Capabilities		Provide details of support cost after implementation as well as what support services can be offered,



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

			support facilities, local support, in-house expertise to offer full support etc.
	Expertise of Key personnel		Provide detail list of permanent staff for SCADA projects with qualifications, years of experience
Experience			
	Does your company have the OEM authorization to provide the Scada software?		Signed Letter/Certificate of accreditation from the OEM
	Size of projects completed		List and size of previous contracts
Technical	Technology		Provide details of proposed technology. <b>Only installed and proven technology will be considered.</b>
	Functionality of Software and Controllers		Provide details of software and Controllers e.g functionality, database info, Web functionality, reporting functionality etc.
	Communications solution		Provide details of proposed communications infrastructure required for the operation of the system, license requirements, etc.



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**FUNCTIONALITY**

Phase 1: Technical Evaluation

1= Poor; 3 = Satisfactory; 5 = Excellent

No	Criteria (include a rating scale)	Weight	Score
1.	COMPANY EXPERIENCE	20	
	<p>Company Experience:</p> <ul style="list-style-type: none"> <li>The Bidder's experience or track record in implementation and successfully commissioning of SCADA projects must be supported by reference signed letters for relevant projects with contact details of the clients as proof of the projects executed.</li> </ul> <p>Note: Please attach appointment and reference letter per project</p>		<p>1 reference (value = 01)</p> <p>2 - 5 reference letters (value = 03)</p> <p>6 or more than reference letters (value = 05)</p>
2.	KEY PERSONNEL PROJECTS EXPERIENCE		
2.1	<p>Team leader:</p> <ul style="list-style-type: none"> <li>Team leader must have experience in implementing SCADA related projects. S/he should have led projects that developed and implemented SCADA projects. Contact details for reference checks in line with the projects should be provided. (5)</li> <li>Team member (minimum of 3) should have experience in implementing SCADA related projects. They should have led projects that developed and implemented an SCADA project. Contact details for reference checks in line with the projects should be provided. (10)</li> </ul>	25	<p>0-3 projects (value = 01)</p> <p>4-5 projects (value = 03)</p> <p>6 and above (value = 05)</p> <p>0-2 projects (value = 01)</p> <p>3-4 projects (value = 03)</p> <p>5 and above (value = 05)</p>



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

No	Criteria (include a rating scale)	Weight	Score
	<ul style="list-style-type: none"> <li>At least one of the individual Team members should have experience in managing and operating SCADA systems and assisting in after sale services. (10)</li> </ul> <p>NB: Copies of brief CVs of the proposed project team leader and member(s) describing their relevant skills and experience, and roles in the proposed projects must be included in the proposal failure to attach, bidders will forfeit points. Each CV must not exceed 4 pages.</p>		<p>0-2 projects (value = 01)</p> <p>3-4 projects (value = 03)</p> <p>5 and above (value = 05)</p>
3.	KEY PERSONNEL NUMBER OF YEARS EXPERIENCE	25	
3.1	<p>Team leader:</p> <ul style="list-style-type: none"> <li>Team leader must have experience in implementing SCADA related projects. S/he should have led projects that developed and implemented SCADA projects successfully Contact details for reference checks in line with the 5 projects should be provided. (10)</li> <li>Team member (minimum of 3) should have experience in implementing SCADA related projects. They should have led projects that developed and implemented SCADA projects. Contact details for reference checks in line with the 3 projects should be provided. (5)</li> <li>At least one of the individual Team members should have significant years' experience in SCADA systems.</li> </ul> <p>NB: Copies of brief CVs of the proposed project team leader and member(s) describing their relevant skills and experience, and roles in the proposed projects must be included in the proposal failure to attach, bidders will forfeit points. Each CV must not exceed 4 pages. (10)</p>		<p>0-3 years (value = 01)</p> <p>4-6 years (value = 03)</p> <p>7 years and above (value = 05)</p> <p>0-3 years (value = 01)</p> <p>4-6 years (value = 03)</p> <p>7 years and above (value = 05)</p> <p>0-3 years (value = 01)</p> <p>4-6 years (value = 03)</p> <p>7 years and above (value = 05)</p>



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**BILL OF QUANTITIES/ PRICING SHEDULE**

No	Criteria (include a rating scale)	Weight	Score
4.	<p>Qualifications for Team Leader:</p> <ul style="list-style-type: none"> <li>Team Leader / Project Leader (ECSA Registered Professional in Electrical Engineering. Certified copies of certificate should be attached). (5)</li> </ul> <p>Team Member(s)</p> <ul style="list-style-type: none"> <li>Project Manager/Project Coordinator /(At least one of the individual Team members should have a certificate as a SCADA professionals. Copies of certified Certificates should be attached. (5)</li> <li>At least one of the individual Team members should have a Certificate or Diploma in Project Management. Copies of certificate should be attached (5)</li> <li>At least one of the individual Team members should have a Certificate/ Diploma or Degree in Financial Management. Copies of certificate should be attached (5)</li> <li>At least one of the individual Team members should be a Certified Electrician with a Wireman's Licence. Copies of certified certificates must be attached to the proposal as proof, failure to attach, bidders will forfeit points. (5)</li> </ul>	25	<p>Pr. Eng. (value = 05) Pr. Tech (value = 03) Pr. Techni Eng. (value = 01)</p> <p>No Certificate =1 SCADA accredited Certificate = 5</p> <p>No certificate (value = 01) Scada Project Management Certificate (value = 05)</p> <p>No certificate (value = 01) Financial Management Certificate (value = 05)</p> <p>No certificate (value = 01) Certified Electrician with a Wireman's Licence (value = 05)</p>



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

It must be noted that Rustenburg Local Municipality reserves the right not to award the lowest or any bid.

The outer years will be funded as and when funds become available.

RUSTENBURG 33/11kV SUBSTATIONS

BILL of QUANTITY (To be Re-measured and Recalculated per Substation Configuration)

Item	Qty	Unit	Description	Material unit	Labour unit	Unit material & labour	Total Amount Tendered
			<b>SCADA</b>				
			<b>GENERAL</b>				
1	1	Each	RTU /Gateway Device including Cubicle			R	R
2	1	Each	Digital I/O module (64 Hardwired)			R	R
3	1	Each	Analogue I/O Module (32 Hardwired))			R	R
4	1	Each	Control Output I/O Module (16 Hardwired)			R	R
5	2	Each	Transducer or Device to send Transformer Temperature value via Substation Gateway			R	R
6	1	Each	48Vdc (10Amps) and 12Vd (2Amps) Dual Output Charger			R	R
7	1	Each	48Vdc NiCad Batteries			R	R



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

8	2	Each	Transducer or Device to send Total Battery Voltage value via Substation Gateway (2x110Vdc Charger and 1X48Vdc Charger			R	R
9	1	Each	Gateway/ RTU Software Configuration and engineering			R	R
10	1	Each	Gateway/ RTU Software application and licensing			R	R
11	2	Each	Gateway/ RTU Software, Hardware and configuration tool training based on offered solution			R	R
12	1	Each	SCADA Factory Acceptance Test (FAT)			R	R
13	1	Each	SCADA Site Acceptance Test (SAT)			R	R
14	2	Each	IEC 61850 Training (Engineers and Technicians)			R	R
15	1	Each	Supply, installation, configuring and commissioning of modem; and			R	R





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

			associated accessories				
16	1	Each	Supply and installation of DC to DC convertor (48Vdc input to $\pm 13$ Vdc output), output current is 10Amps			R	R
17	1	Each	Modem configuration and fault finding training of Secondary Plant technicians			R	R
18	1	Each	UDS Motorola, Bell 202T (Blue) Modem or equivalent			R	R
			Sub Total 1			R	R
			Ripple Equipment (if equipped)				
19	1	Each	Interface with SCADA System			R	R
20	1	Lot	Consumables			R	R
21	1	Each	Complete System per substation and Integration with existing system (Configuration and Commissioning).			R	R
		Lot	Control Cables & Terminations				
			Other Items Not covered above: Specify			R	R



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

	Lot	Sub Total 2			R	R
		Sub Total 1 + Sub Total 2				R
		10% Contingencies				

COMPULSORY

TO COMPLETE FOR ESTIMATIONS AND BUDGETING PURPOSES PER YEAR

SUBSTATION NAMES	Price per Panel Hardware Each @ 33KV	QUANTITY OF PANELS 33KV	33KV BUDGET	Price per Panel Hardware Each @ 11KV	QUANTITY OF PANELS 11KV	11KV BUDGET
INDUSTRIES SUB		10			25	
WATERKLOOF SUB		10			20	
VOLTAIRE SUB		0			17	
PARK SUB		10			15	
NOORD SUB		7			10	
MUNIC SUB		10			28	
BOSCHDAL SUB		7			15	
GEELHOUTPARK SUB		7			25	
DONKERHOEK SUB		7			15	
KROONDAL SUB		0			10	
		TOTAL BUDGET REQUEST			TOTAL BUDGET REQUEST	



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**MBD 4: DECLARATION OF INTEREST**

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

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.

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, hareholder<sup>2</sup>): .....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number:.....

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

3.8 Are you presently in the service of the state?

***(Tick applicable box)***

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.8.1 If yes, furnish particulars. ....

.....

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

(a) a member of –

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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

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

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

3.9 Have you been in the service of the state for the past twelve months?  
*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.11.1 If yes, furnish particulars.....



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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.

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**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? 

*YES	NO
------	----

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

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? 

*YES	NO
------	----

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

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

*YES	NO
------	----

3.1 If yes, furnish particulars



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what 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 (FULL NAME) .....

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

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

.....  
Name/s and Surname of Bidder

.....  
Signature

.....  
Position in the Firm/Company

.....2021  
Date





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS,  
2011**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS

**2. DEFINITIONS**

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

**3. POINTS AWARDED FOR PRICE**

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

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

**80/20**

**or**

**90/10**

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

Where

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

$P_t$  = Price of bid under consideration



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

P min = Price of lowest acceptable bid

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

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

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

**5. BID DECLARATION**

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

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

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

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

**7. SUB-CONTRACTING**

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

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

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

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

**DATE:** .....

**ADDRESS** .....

.....



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS  
CONTRACT FORM - RENDERING OF SERVICES** **MDB 7.2**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) .....  
in accordance with the requirements and task directives / proposals 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 date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents,
    - Invitation to bid;
    - Tax compliance status (CSD report);
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - 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 services 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.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER [RLM])**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

<b>WITNESSES</b>	
<b>1</b>	.....
<b>2</b>	.....
<b>DATE:</b>	.....



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM**

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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

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



RUSTENBURG LOCAL MUNICIPALITY

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**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS  
CERTIFICATION**

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

.....  
Name/s and surname of Bidder

.....  
Signature

.....  
Position in the Firm/Company

.....  
Date



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS

**MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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

I, the undersigned, in submitting the accompanying bid:



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

(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)

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



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

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

<sup>3</sup> 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.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**SECTION 38: DECLARATION FORM**

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

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

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

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

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

.....  
SIGNATURE OF BIDDER

.....2021.  
DATE

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

COMPANY NAME: .....

PHYSICAL ADDRESS: .....

TELEPHONE NUMBER: .....

EMAIL ADDRESS: .....

WITNESS 1: ..... WITNESS 2: .....





RUSTENBURG LOCAL MUNICIPALITY

**RLM/DTIS/0072/2020/21 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
INSTALLATION OF SCADA SYSTEMS TO 33/11kV SYSTEMS**

**SIGNATORY AUTHORISATION**

**(TO BE COMPLETED BY THE BIDDER)**

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

-----  
(Name of Firm)

By resolution taken at a meeting held on the ..... day of (month).....2021 resolved to  
authorise ..... holder of ID number ..... to sign  
all the documents on behalf of the company.

Print name of authorised representative: .....

Signature: .....

