



DEPARTMENT

High Voltage Operations

DIRECTORATE

Energy Management

DIVISION

Technical Services

PROCUREMENT DOCUMENT
GOODS / SERVICES

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

Tender No: 34609-5E

Title: SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF TOWER STEEL MONITORING SYSTEM DURING A THIRTY-SIX-MONTH PERIOD

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: A Compulsory Clarification Meeting will be held in Springfield Training center on 23 March 2026 at 09:00.

Queries can be addressed to:

General / Contractual: Nyaniso Mlilo; Tel: 031-311-9422; eMail: Nyaniso.mlilo@durban.gov.za

Technical: Lindani Mthethwa; Tel: 031-322-1065; eMail: Lindani.Mthethwa@durban.gov.za. Email queries to be submitted by 02 April 2026 and consolidated answers to questions will be uploaded 09 April 2026.

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department); Tenderers are to also make an electronic submission via the eThekweni Municipality JDE System (SSS Module)

SSS Queries: Contact: Lindo Dlamini: Tel: 031-322-7133 / 031-322 7153

Email: supplier.selfservice@durban.gov.za

Closing Date: Friday, 17 April 2026

Time: 11:00am

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Director: Technical Services

Issued: March 2026

Document Version: 01/12/2025

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES / NO
(circle applicable)

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

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SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY

TENDER No.: 34609-5E

DESCRIPTION: **SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF TOWER STEEL MONITORING SYSTEM DURING A THIRTY-SIX-MONTH PERIOD**

CLOSING DATE / TIME: **Friday, 17 April 2026 at 11:00am**

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

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

Electronically downloaded documentation should be printed by the tenderer.

- Bidders must submit a "hard copy" submission to the Tender Box located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban and an electronic submission via Supplier Self Service (SSS). Notwithstanding the electronic submission, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be deemed to be the ruling version. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. Tender closing date and time remain unchanged

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

Registration on the **eThekwini Municipality's Database** can be done via website:

<https://ethekwivendor.durban.gov.za/> and on **SSS:supplier.selfservice@durban.gov.za**

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

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

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

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

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

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

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

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:	-	-	-
Cell phone Number:	-	-	-
Facsimile Number:	-	-	-

Circle Applicable

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

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

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

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

Insert a SARS Tax Compliance Status PIN

Is your entity VAT registered? YES / NO

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

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

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

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

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

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

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

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

Signature of Tenderer: Date:

Name / Surname: (in block capitals)

Capacity under which this tender is signed:

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

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SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

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

2. CONDITIONS OF TENDER & CONTRACT

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

Complete Acceptance of Conditions

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

3. TENDER INFORMATION

(1) General

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

(2) Obtaining Tender Documentation

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

(3) Queries Relating to this Tender

Queries can be directed to the person / Department as stated in the **SCT**.

(4) Briefing Session (Clarification Meeting)

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

(5) Closing Date and Delivery of Tender Submissions

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

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

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

(6) Tender Validity and Withdrawal of Tenders

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

4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES

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

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

(5) Municipal Bidding Documents (which includes):

- (a) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the *Municipality* involved in the evaluation process.

Regulation 44 of the Supply Chain Management Regulations states that a *Municipality* or *Municipal Entity* may not make any award to a person:

- (i) Who is in the service of the state;
- (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
- (iii) Who is an advisor or consultant contracted with the *Municipality* or *municipal entity*.

Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the *Municipality* shall have the right to terminate the contract with immediate effect.

- (b) **MBD 5: Declaration for Procurement Above R10 Million (if applicable):** For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.
The *Municipality* reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the *Municipality*.
- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

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

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

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

(b) Signing of Official Tender Form

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

(c) Authority of Signatory

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

(d) Differences or Discrepancies

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

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

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

6. **SAMPLES**

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

7. **MANUFACTURERS**

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

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

8. **CLARIFICATION**

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

9. **PRICING**

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

(1) **Nett Prices**

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

(2) **Unit Prices**

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

(3) **Firm Tenders**

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

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

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

10. **ESTIMATED QUANTITIES**

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

11. **DELIVERY, RISK, PACKAGES, ETC**

- (1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.
- (2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the ***SCT***.
- (3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.
- (4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. RATES OF EXCHANGE

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

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

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

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

13. IMPORT PERMITS

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

14. EVALUATION PROCESS

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

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

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

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

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

(1) Evaluation points awarded for the financial offer:

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

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula:

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

GOODS and SERVICES

The financial offer will be scored using the formula:

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

Where the value of W is:

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

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

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

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

(2) Evaluation points awarded for preference:

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

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**(1) Bribery**

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

(2) Communication, Councillors and Officials

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

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

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

16. NEGOTIATIONS WITH PREFERRED BIDDERS

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

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

17. CANCELLATION OF TENDER PROCESS

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

18. ACCEPTANCE OF BID

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

19. PAYMENT and FACTORING

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

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

20. APPEALS

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

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

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

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

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

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page and 76 pages.

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

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

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

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

General and Contractual Queries are to be directed to:

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

Technical Queries are to be directed to:

Lindani Mthethwa; Tel: 031-322-1065; eMail: Lindani.Mthethwa@durban.gov.za. Email queries to be submitted by 02 April 2026 and consolidated answers to questions will be uploaded 09 April 2026.

SCT 3(4) TENDER INFORMATION: Briefing Session

A Compulsory Clarification Meeting will be held in Springfield Training center on 23 March 2026 at 09:00.

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

1. Tenderers are hereby advised to submit the following, no later than **Friday, 17 04 2026 at 11:00 am**:

- a) A signed **hard copy** of the Tender Document that is sealed, addressed to the City Manager and clearly marked with the Tender Number. This **hard copy** shall be deposited into the

Tender Box **located in the ground floor foyer of the Municipal Buildings at 166 KE Masinga Road (Old Fort Rd), Durban;** and

- b) An **electronic copy** of the Tender Document, identical to that of the signed **hard copy**, via the eThekwini Municipality JDE System (SSS Module).
2. Notwithstanding the submission of the **electronic copy** of the Tender Document via the JDE System (SSS Module):
 - a) The Tender Offer shall only be deemed valid if the **hard copy** submission has been made; and
 - b) The **hard copy** submission shall take precedence and be utilised for the evaluation of Tenders.
 3. In the event of any ambiguity or inconsistency within the **hard copy** submissions, eThekwini Municipality reserves the right to verify the information by comparing the **hard copy** with the corresponding **electronic copy**. Subsequently, if the **electronic copy** is found not to be identical to the **hard copy**, the Tender Offer shall be deemed invalid.
 4. Tenderers shall ensure all access rights and submission queries related to the JDE system are resolved prior to the closing date.:

BID VIEWING, TENDER DOCUMENT DOWNLOAD AND BID SUBMISSION PROCESS

5. The following link must be followed for login, to view advertised bids, and to submit a bid advertised by eThekwini Municipality.

<https://rfq.durban.gov.za/jde/E1Menu.maf>

All queries related to the JDE system shall be directed to:

SSS Queries:Lindo Dlamini

Tel: 031-3227133 / 031-3227153

Email: supplier.selfservice@durban.gov.za

SSS Technical Queries: Jabulane Chauke:

Tel: 031 322 9535

Email: Jabulani.chauke@durban.gov.za

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

1. Tenders must remain valid for a period of 120 days following the date on which the Tenders are opened. This period is referred to as the **original validity period**.
2. In addition to the original validity period, Tenders must remain valid for acceptance for a further period of twelve (12) months, unless the Municipality is advised otherwise by the bidder in writing.
3. eThekwini Municipality reserves the right to request confirmation of Tender validity at any time during the twelve (12) month period.

SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES

The additional returnable schedules, forms, which can be found in Section 10, are:

- Theft Monitoring Unit
- Data Monitoring System
- Other Annexures

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

The cost of delivery and off-loading shall be amortised into the bid price of items. The specified delivery point is eThekweni Municipality: Electricity High Voltage Line Towers located within the Municipality area of supply

SCT 13 IMPORT PERMITS

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

- List name of applicant.

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

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

a) PREFERENCE

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

4.2 Preference Point System and Specific Goals

The definitions as per the SCM Policy are applicable.

Preference Points (either 20 or 10) will be derived from points claimed on Returnable Document MBD 6.1: "Preference Points Claim Form" (in Section 4 of this procurement document) for the Specific Goal(s) as indicated on the table(s) below, and according to the specified Goal Weightings.

Ownership Goal

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

Goal Weighting 40%		
Ownership Categories	Criteria	80/20
Gender: Female (w1)	0%	0
	>0% and <51%	2
	≥51% and <100%	4
	100%	6
Disabilities (w2)	0%	0
	>0% and <51%	0.5
	≥51% and <100%	1
	100%	2
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)		
<ul style="list-style-type: none"> • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. 		

- B-BBEE Certificate of the tendering entity.
- Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).
- Agreement for a Consortium, Joint Venture, or Trust.

The **Category Weightings** of the Ownership Categories will be:
 $w1 = 75\%$, $w2=25\%$ (where: $w1 + w2 = 100\%$)

RDP Goal: The promotion of South African owned enterprises

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

Goal Weighting 20%	
Location	80/20
Not in South Africa	0
South Africa	1
KZN	2
ETM	4
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)	
<ul style="list-style-type: none"> • CSD report 	

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

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

Goal Weighting 20%	
Local content and production	80/20
Retailer	1
Distributor	2
Wholesaler	3
Manufacturer	4
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)	
<ul style="list-style-type: none"> • SABS/ SANAS certification 	

RDP Goal: The promotion SMMEs owned by Black People – Contracts > R5m

The tendering entity's **Commitment to Sub-Contracting** (to Sub-Contractors conforming to the specified ownership demographics) the **percentage works**, as specified below, is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Goal Weighting 20%	
Contract Participation Goal	80/20
Sub-contracting 0%	0
Sub-contracting <10%	2
Sub-contracting 10%	3
Sub-contracting $\geq 10\%$ and <50%	4
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)	
<ul style="list-style-type: none"> • Contract Participation Goal Plan (% work to be allocated) 	

SCT 20 COMPLAINTS AND OBJECTIONS

In terms of Section 49 of the Ethekwini SCM Policy any person aggrieved by the decisions taken in the implementation of the SCM System may lodge within 14 days of notification, a written objection against the decision of the following:

The City Manager
Attention: Ms S Pillay (E-Mail: Simone.Pillay@durban.gov.za)
P O Box 1394
DURBAN
4000

Please be advised that any objection to this decision will only be processed upon receipt of a non-refundable administration fee of R1814.00 including VAT as stipulated in the municipality's SCM Policy approved on 29/08/2024 as well as the municipal budget for the financial year 2025/26. An objection will only be considered upon receipt of proof of payment of this fee. This amount must be paid into the following bank account as a real-time payment:

EThekwini Municipality
FNB – 631 6574 6331
Reference Number: 24609-5E

14.3 FUNCTIONALITY

Functionality is to be used as a threshold. Tender offers that fail to score the minimum number of evaluation points for Functionality will be rejected as non-responsive.

The evaluation criteria for measuring Functionality are:

1. The minimum number of evaluation points for Functionality is **70**.
2. The minimum threshold per functionality criteria applies as follows:
 - a) Experience of the Tenderer 20 points minimum.
 - b) Key personnel 30 points minimum.
 - c) Approach 5 points minimum
3. The Functionality Criteria / Sub-Criteria and maximum score in respect of each of the Criteria are as follows:

Criteria	Sub-Criteria	Maximum Points
Tenderer's experience	Experience of service provider in the provision of public infrastructure metal (steel, copper, etc) monitoring system services.	35
Experience of Key Personnel	System Engineer: To design and implement public infrastructure metal monitoring system. Also to provide training and support to internal staff.	30
	Site Installation Supervisor: To provide supervision of metal monitoring units installation of various steel lattice towers.	25
Approach	Site Development Programme detailing the different programme activities, sequencing of the activities and timelines. Include outsourcing/procurement strategy for specialist studies.	10
Maximum possible score for FUNCTIONALITY (M_s)		100

- Each Criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively.
- The prompts for judgment and the associated scores used in the evaluation of Functionality shall be as per the following schedules:

SCHEDULE: APPROACH PAPER

The approach paper must respond to the scope of work and outline the proposed approach including proposals for outsourcing (including details of the companies to be used where applicable). The approach paper should articulate what value the tenderer will provide in achieving the stated objectives for the project.

Tenderers must explain their understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. Tenderers must attach their approach papers to this page. The approach paper should not be longer than 10 pages.

The scoring of the approach paper will be as follows:

SCORE	PROMPTS FOR JUDGEMENT
(score 0)	No response/ no documents submitted
Poor (score 40)	The technical approach is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is tailored to address the specific project objectives. The approach adequately deals with the critical characteristics of the project.
Good (score 90)	Over and above meeting the "Satisfactory" rating, the approach is tailored to address the specific project objectives.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project's outcomes and the quality of the output.

The scoring of the tenderer's experience will be as follows:

Score	Prompts for Judgement
(score 0)	No response/ no evidence of experience submitted.
Poor (score 40)	The Tenderer has limited relevant experience 1 to 2 projects similar scope over the last 10 years (completion certificates to be provided for each of the projects listed).
Satisfactory (score 70)	The Tenderer has the relevant experience in relation to the project under similar conditions and circumstances and has successfully programme managed at least 3 to 4 projects of similar scope over the last 10 years. (completion certificates to be provided for each of the projects listed).
Good (score 90)	As for "Satisfactory" but Tenderer has extensive experience (5 to 6 projects) of similar scope over the last 10 years. (completion certificates letters to be provided for each of the projects listed).
Very good (score 100)	As for "Good" but Tenderer has extensive experience (minimum of 7 projects) of similar scope and over the last 10 years. (completion certificates letters to be provided for each of the projects listed). At least 2 projects in High Voltage steel lattice towers.

EXPERIENCE OF KEY STAFF

The experience of assigned staff member in relation to the scope of work will be evaluated from two different points of view:

- 1) General experience, level of education and positions held of each operational area.
- 2) The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.

CVs of the System Engineer, and site installation supervisor of **not more than 2 pages each** should be attached to this schedule. The qualification certificates of key personnel should be attached to their CVs.

Each CV should be structured under the following headings:

Personal particulars	Qualifications	Skills	Name of current employer and position in enterprise	Outline of recent assignments / experience that has a bearing on the scope of work
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The scoring of the experience of key staff will be as follows (for each of the indicated (required) key staff):

Score	Prompts for Judgement
(score 0)	No response/ no documents submitted.
Poor (score 40)	Key staff have less than the minimum levels of relevant qualification/training experience and/or post professional registration. (Number of years of experience and qualifications are less than the minimum specified in the schedule below)
Satisfactory (score 70)	Key staff have reasonable levels of relevant qualification/training experience and/or post professional registration. (Number of years of experience and qualifications are at least equal to the preferred specified in the schedule below)
Good (score 90)	Key staff have extensive levels of relevant qualification/training experience and/or general post professional registration. (Number of years of experience and qualifications are at least equal to the preferred specified in the schedule below)
Very good (score 100)	Key staff have outstanding levels of relevant qualification/training experience and/or general post professional registration. (Number of years of experience and qualifications are at least equal to the preferred specified in the schedule below)

Job Title	Minimum Qualification Required	Number of Years' Experience Post Graduation					Weight
		Score 0	Score 40	Score 70	Score 90	Score 100	
System Engineer	Submission of relevant qualifications (Diploma or Degree in Electronic Engineering/Computer Engineering/Computer Science/Software Engineering/Information Technology)	<2	2 ≤ 5	> 5 ≤ 8	>8 ≤ 10	>10	30
Site Installation Supervisor	Submission of relevant qualifications (N2 Electrical/Mechanical and Trade Test)	<2	2 ≤ 5	> 5 ≤ 8	>8 ≤ 10	>10	25

MANDATORY CRITERIA

The tenderers will be checked if they meet the mandatory requirements. Any tenderer that does not meet any of the mandatory requirement will be deemed non-responsive.

All responsive tender offers will then be evaluated in accordance with eThekweni Municipality's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (January 2022) using an 80/20 preference point system.

MANDATORY REQUIREMENTS

1. The tenderer must be an accredited service provider of the ICASA product offered and must attach an accreditation letter to this effect.
2. Company registration with Private Security Industry Regulatory Authority (PSiRA). Non-Provision of Valid Certificate – Not Responsive Bid (Bidder not eligible for further evaluation)
3. The bidder must submit as part of the bid, the technical user's manual for the equipment quoted for.
4. The required units must be wireless

Details of additional evaluation criteria are:

TOWER STEEL MONITORING UNIT SAMPLE ASSESSMENT

Only the bidders compliant with technical schedule requirements and who have achieved a minimum of 70 points on functionality evaluation will be requested to submit samples for field assessment/test.

- 14.3.1 Bidders shall submit samples of the items offered within two weeks of request by eThekwini Electricity.
- 14.3.2 The samples shall be delivered to eThekwini Electricity, HV Lines Branch, 11 Electron Rd, Springfield, Durban, South Africa, which will be taken to site with the Bidder to be tested in the field.
- 14.3.3 The above field test will run for a minimum period of two weeks to evaluate the functionality of the entire System.
- 14.3.4 The following minimum tests shall be carried out in accordance with the details as specified.
- a) Installation time including method which shall not exceed 1 hour per unit per tower (excluding driving to site);
 - b) Low battery and communication failure alert tests;
 - c) Intrusion alert which include tampering with the units itself, climbing, steel unbolting, attempted steel members theft through cutting of the tower members by grinder, hacksaw and cutting torch;
 - d) Quality of video alerts including play-back; and
 - e) Communication methods including online unit's parameters settings and configurations
- 14.3.5 Any failure arising during the above tests will preclude further consideration of the bid.
- 14.3.6 Bidders are required to note that bid documents must NOT be included in parcels containing samples.

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)

ACT 1 ELIGIBILITY – CSD REGISTRATION

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

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

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

ACT 2 Tenderers shall submit: a) full technical and descriptive information as detailed in SECTION 7; b) RETURNABLE TECHNICAL DOCUMENTS 1 to 3, DELIVERY PERIODS SCHEDULE and RETURNABLE GENERAL SCHEDULE 1 as detailed in ACT 9; and b) relevant technical datasheets for the tendered items.

ACT 3 The preferred Tenderers shall submit samples of the offered product within fourteen (14) days of request by eThekwini Electricity. The samples shall be delivered to eThekwini Electricity, HV Lines Branch, 11 Electron Rd, Springfield, Durban, South Africa, which will be taken to site with the Bidder to be tested in the field.

ACT 4 The above field test will run for a minimum period of two weeks to evaluate the functionality of the entire System.
The following minimum tests shall be carried out in accordance with the details as specified.

- a) Battery backup system tests;

- b) Battery failure alert tests;
- c) Installation time; and
- d) Intrusion alert (tampering, climbing, grinder detection, hacksaw detection, steel unbolting detection and cutting torch) tests.

- ACT 5 Any failure arising during the above tests will preclude further consideration of the bid.
- ACT 6 Bidders are required to note that bid documents must NOT be included in parcels containing samples.
- ACT 7 The samples submitted by Tenderers shall be identical to the product offered on the respective RETURNABLE DOCUMENTS and shall be labelled with the following information: a) Contract/Enquiry number; b) Name of Tenderer; c) Date of delivery; and d) item reference number/ manufacture name and model.
- ACT 8 Tenderers shall bear full costs of the samples provided including the field tests. eThekwini Municipality shall not be held liable for the costs incurred by the Tenderer.
- ACT 9 eThekwini Electricity reserves the right to submit samples to tests as deemed reasonable and necessary. eThekwini Electricity may retain or return samples at its discretion. In the event of samples being returned, Tenderers shall collect and remove their samples within one month of being notified to do so, failing which they will be deemed to have waived all rights to the samples and such samples not collected after one month from the date of such notification will become the property of the eThekwini Municipality for disposal or use at its discretion.
- ACT 10 TENDER AWARD - eThekwini Municipality may accept more than one responsive tender. This may include, and is not limited to, the award of tenders where the tendered items are from different manufacturers. This may be done to mitigate risk of supply if deemed necessary. Orders shall be placed on the basis of price and availability.
- ACT 11 ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES In order to ensure transparency for all tenders received, eThekwini Municipality will verify the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with the evaluation process. The verification will include checking the following in SECTION 8: BILL OF QUANTITIES/SCHEDULE OF RATES: a) Arithmetic errors in the line-item total price resulting from the summation of yearly unit prices; b) Arithmetic errors in the line-item total price resulting from the multiplication of the summation of yearly unit prices and the estimated quantity; c) The gross misplacement of a decimal point in any line-item unit price; and d) Omissions made in completing SECTION 8. EThekwini Municipality will correct the arithmetical errors in the following manner: a) Where there is an error in the total price either as a result of other corrections required or in the Tenderer's summation of yearly unit prices, the total price shall govern and the Tenderer will be asked to revise the selected line-item yearly unit prices to achieve the corrected total price; b) Where there is an error in the total price as a result of the Tenderer's multiplication of the total price and the estimated quantity, the total price shall govern and the Tenderer will be asked to revise the selected line-item yearly unit prices to achieve the corrected total price; TENDER No: 25802 (5E) SECTION 3 Version 24/02/2023 Page 14 of 50 Special/Additional Conditions of Tender c) Where there is an obvious gross misplacement of a decimal point in the unit price, the line-item total price as quoted shall govern, and the line-item yearly unit prices shall be corrected; and d) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. EThekwini Municipality will consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of the arithmetical error in the manner described above or accept the correction of the arithmetical error in the manner described above.

ACT 12 RETURNABLE DOCUMENTS, SCHEDULES AND DECLARATIONS:

This section contains the following documents:

- a) RETURNABLE TECHNICAL DOCUMENTS 1 to 3 which details the technical requirements for each item; and
- b) DELIVERY PERIODS SCHEDULE which details eThekweni Electricity's initial and subsequent order delivery period requirements.
- c) GENERAL RETURNABLE SCHEDULE 1 which details the conditions that the Tenderer will work under for confirmation of readiness.

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

SECTION 4: RETURNABLE TENDER DOCUMENTS

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

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

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

1) AUTHORITY OF SIGNATORY

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

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

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

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

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. [34609-5E](#) and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

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

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

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

3) DECLARATION OF MUNICIPAL FEES

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

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

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

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

<u>Account</u>	<u>Account Number:</u> to be completed by tenderer.												
Consolidated Account No.	<table border="1" style="display: inline-table; border-collapse: collapse; width: 100%; height: 20px;"><tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table>												
Electricity	<table border="1" style="display: inline-table; border-collapse: collapse; width: 100%; height: 20px;"><tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table>												
Water	<table border="1" style="display: inline-table; border-collapse: collapse; width: 100%; height: 20px;"><tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table>												
Rates	<table border="1" style="display: inline-table; border-collapse: collapse; width: 100%; height: 20px;"><tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table>												
Other	<table border="1" style="display: inline-table; border-collapse: collapse; width: 100%; height: 20px;"><tr><td style="width: 12.5%;"></td><td style="width: 12.5%;"></td></tr></table>												

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

Declaration by Tenderer

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

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

5(a) MBD 4: DECLARATION OF INTEREST

NOTES
 MSCM Regulations: "in the service of the state" means to be:
 (a) a member of:
 (i) any municipal council.
 (ii) any provincial legislature.
 (iii) the national Assembly or the national Council of provinces.
 (b) a member of the board of directors of any municipal enterprise.
 (c) an official of any municipality or municipal enterprise.
 (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
 (e) a member of the accounting authority of any national or provincial public enterprise.
 (f) an employee of Parliament or a provincial legislature.
 "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

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

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

3.1 Name of enterprise	
Name of enterprise's representative	
3.2 ID Number of enterprise's representative	
3.3 Position enterprise's representative occupies in the enterprise	
3.4 Company Registration number	
3.5 Tax Reference number	
3.6 VAT registration number	

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

3.8 Are you presently in the service of the state?	Circle Applicable		
	<table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px 10px;">YES</td> <td style="border: 1px solid black; padding: 2px 10px;">NO</td> </tr> </table>	YES	NO
YES	NO		

If yes, furnish particulars:

3.9 Have you been in the service of the state for the past twelve months?	<table style="margin: auto; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px 10px;">YES</td> <td style="border: 1px solid black; padding: 2px 10px;">NO</td> </tr> </table>	YES	NO
YES	NO		

If yes, furnish particulars:

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

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

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES NO
 If yes, furnish particulars:

3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES NO
 If yes, furnish particulars:

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? YES NO
 If yes, furnish particulars:

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

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

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

NAME (Block Capitals): **Date**

SIGNATURE:

5(b) **MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION**
(ALL APPLICABLE TAXES INCLUDED)

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

	Circle Applicable	
	YES	NO
<p>1.0 Are you by law required to prepare annual financial statements for auditing?</p> <p>1.1 If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</p>		
<p>2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?</p> <p>2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.</p> <p>2.2 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	YES	NO
<p>3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?</p> <p>3.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	YES	NO
<p>4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?</p> <p>4.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	YES	NO

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

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

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

SIGNATURE: _____

5(c) MBD 6.1: PREFERENCE POINTS CLAIM) (SCMP 52.5: Broad-Based Black Economic Empowerment)

This form serves as a claim form for preference points for **Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution**. **Reference is to be made to the Special Conditions of tender: SCT 14**

1.0 GENERAL CONDITIONS

- 1.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Special Conditions of tender: SCT 14**
- 1.2 Failure on the part of a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Mico Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for **B-BBEE Status Level Of Contribution** are not claimed.
- 1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2.0 ADJUDICATION USING A POINT SYSTEM

- 2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a+ comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3 Points scored will be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

3.0 POINTS AWARDED FOR PRICE

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

80/20 Procurement System

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

Where: P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

4.0 POINTS ALLOCATED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 Preference points must be claimed by a bidder for attaining the **B-BBEE Status Level of Contribution** in accordance with the applicable table below:

80/20 Preference Points System	
B-BBEE Level Contributor	Preference Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

90/10 Preference Points System	
B-BBEE Level Contributor	Preference Points
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-Compliant	0

- 4.2 All bidders must submit **B-BBEE Status Level of Contribution Certificates**, issued by either verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).
- 4.3 Any enterprise with an annual Total Revenue of R 10 million or less qualifies as an Exempted Micro-Enterprise.
- 4.4 Exempted Micro-Enterprises are deemed to have B-BBEE Status of "Level Four Contributor" having a B-BBEE procurement recognition of 100% in terms of the Codes of Good Practice.
- 4.5 An Exempted Micro Enterprise (EME) with at least 51% black ownership qualifies as a Level 2 contributor with BBEE level of 125% in terms of the Codes of Good Practice.
- 4.6 An Exempted Micro Enterprise with 100% black ownership qualifies as a Level 1 contributor with BBEE level of 135% in terms of the Codes of Good Practice.
- 4.7 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with BBEE level of 135% in terms of the Codes of Good Practice.
- 4.8 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBEE level of 125% in terms of the Codes of Good Practice.
- 4.9 A Qualifying Small Enterprise (QSE) with at least 51% black ownership qualifies as a Level 2 contributor.
- 4.10 A QSE with 100% black ownership qualifies as a Level 1 contributor.
- 4.11 A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBEE level of 125% in terms of the Codes of Good Practice.
- 4.12 A QSE with less than 51% black ownership is required to submit a BBEE level verification certificate issued by a BBEE verification professional.
- 4.13 A Trust, consortium or joint venture:
- must submit a B-BBEE status level certificate in order to qualify for points;
 - may qualify for points as an unincorporated entity provided, that they submit their consolidated scorecard is prepared for separate tender; and
 - where no consolidated scorecard exists, the weighted average (in accordance with participation percentages) must be used and rounded off to the nearest status level.
- 4.14 Gazetted Sector Codes supersede Generic Codes.

5.0 SUB-CONTRACTING

- 5.1 B-BBEE points must not be awarded to a tenderer who intends sub-contracting more than 25% of the value of the contract to an enterprise that does not qualify for at least the points that such contractor qualifies for, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to an enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.3 A person awarded a contract in relation to a designated sector may not sub-contract in such a manner that the **Local Production and Content** of the overall value of the contract is reduced to below the prescribed minimum threshold.

6.0 BID DECLARATION

- 6.1 Bidders who wish to claim points in respect of **B-BBEE Status Level of Contribution** must complete the following:

B-BBEE Status Level of Contribution	Tenderer's Preference Points Claim (maximum of 10 or 20 points)
Points claimed must be in accordance with the relevant table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE Status Level of Contribution Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).	

Tenderers are to include, at the back of their tender submission, their B-BBEE Status Level of Contribution Certificate.

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

NAME (Block Capitals):

Date

SIGNATURE:

5(c) MBD 6.1: PREFERENCE POINTS CLAIM
In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

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

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

1.0 GENERAL CONDITIONS

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

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

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

1.2 The applicable preference point system for this tender is the **90/10 preference point system**.

1.2 **Either the 80/20 or 90/10 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the applicable system once tenders are received.**

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

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

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

2.0 DEFINITIONS

2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

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

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

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

80 / 20 Points System

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2 DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

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

80 / 20 Points System

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

then the municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

The Specific Goals to be allocated points in terms of this tender	GOAL WEIGHTING (80/20 system)	ALLOCATED (80/20 system)	Number of points CLAIMED (80/20 system)	Proof of Claim from *CSD Registration Report			
				Report Date: 2023 – MM – YY			
				Supplier Number:			
Ownership Goal:	40%	8		B-BBEE Information			
				Black Ownership			%
RDP Goal: The promotion of South African owned	20%	4		Supplier Address Information:			
RDP Goal: The promotion of export-oriented production to create jobs.	20%	4		Retailer		Distributor	
				Wholesaler		Manufacturer	
RDP Goal: The promotion of SMMEs owned by PPG youth unemployment	20%	4		Sub-contracting (%)			
				0	<10	10	≥ 10 <50
Total CLAIMED Points (20 Maximum)				n/a			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.klkj
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

NAME (Block Capitals):

Date

SIGNATURE:

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

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

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

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

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

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

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

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

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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1. Definitions

The following terms shall be interpreted as indicated:

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, [including additional services](#), if any:
- performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 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
 - 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:
- 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;
 - in the event of termination of production of the spare parts:
 - advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - if the supplier fails to perform any other obligation(s) under the contract; or
 - if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. Transfer of Contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT

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

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

SCC 1.2 CONTRACT

This contract will commence and terminate on occurrence of the following events respectively:

- Contract commencement date: 14 days from date of Letter of award.
- Contract termination date: 36 months from commencement date above.

SCC 7.1 PERFORMANCE SECURITY

The liability of the Performance Security shall be Nil.

SCC 10.1 DELIVERY AND DOCUMENTS

Give details of delivery of the goods shall be eThekweni Electricity, HV Lines Branch, 11 Electron Rd, Springfield, Durban, South Africa or any other area within eThekweni Municipality area of supply.

SCC 12.1 TRANSPORTATION

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

SCC 13.1 INCIDENTAL SERVICES

Detail the provision of any materials, notifications, information pertaining to spare parts or refer to specifications

SCC 14.1 SPARE PARTS

Detail the provision of any materials, notifications, information pertaining to spare parts or refer to specifications.

SCC 16.1 PAYMENT

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

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

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

SCC 17 PRICES

Prices are fixed for the duration of the contract as specified on the Bill of Quantities and Official Tender Form

SCC 21.1 DELAYS IN THE SUPPLIER'S PERFORMANCE

The time schedule for the delivery of goods and performance of services is detailed in the DELIVERY PERIODS SCHEDULE of ACT 9

SCC 22.1 PENALTIES

Replace this clause with the following:

“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 penalty of 0,5% of the order of each item that has not been supplied and capped at 5%.

The purchaser may also consider termination of the contract pursuant to GCC Clause 23.”

ADDITIONAL CONDITIONS OF CONTRACT
ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

ACC2 QUALITY OF PRODUCTS

No inferior products will be accepted under this enquiry.

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

ACC3 SATISFACTORY PERFORMANCE

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

ACC4 OCCUPATIONAL INJURIES AND DISEASES ACT

This act replaces the Workmen's Compensation Act:

The supplier shall, before commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury: Finance that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act. The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

ACC5 DAMAGE TO PERSONS AND PROPERTY

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

ACC6 ESTIMATED QUANTITIES

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

ACC7 SERVICE PROVIDER OFFICE REQUIREMENTS

The service provider must have, for the duration of the contract, a local presence (within the geographical eThekweni boundary).

ACC8 EMPOWERMENT REQUIREMENT

EThekweni municipality has, in the SCM policy, made accommodation for subcontracting to designated groups, where possible, which are defined as follows:

It is a condition of contract that a minimum of 30% of the work must be sub-contracted to entities that are greater than 51% black owned.

SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES

7.1 SCOPE OF SUPPLY/SERVICES

- 7.1.1 This specification outline the supply, delivery, installation on site, and configuration of a tower steel theft monitoring system comprising of remote detection units all linked to a central data monitoring system, as specified below and in **Returnable Technical Schedules 1, 2 and 3**.
- 7.1.2 The work to be carried out under this contract includes the supply, delivery and installation of tower steel theft monitoring units and provision of a central data monitoring system where alerts alarm are monitored on a display screen as well as the operation and maintenance of the system for the duration of the contract.
- 7.1.3 The system required by this bid is an end-to-end electronic solution for the monitoring of tower steel theft. The Bidder shall supply and install the proposed system with all relevant software and hardware required to use the system and eThekwini Electricity/Employer will only provide personnel for the 24/7 monitoring of the system and armed security personnel for reaction when suspected theft activity is triggered.
- 7.1.4 In addition to clause 7.1.3 above, the Bidder shall also supply all equipment/materials/resources required for the operation of the system such as mobile Sim cards and also include the price of such communication and daily management with their bid prices.
- 7.1.5 The remote theft monitoring units shall detect all suspected theft activities on eThekwini Electricity's towers. Presently theft activities occur in a form of un-bolting the steel members, cutting of steel members by hacksaws, grinders and laser cutting torch.
- 7.1.6 The system shall be wireless.
- 7.1.7 Nothing in this specification shall lessen the obligations of the Contractor. The Contractor shall be fully responsible for the design and its satisfactory performance in service. Acceptance by eThekwini Electricity shall not relieve the Contractor of the responsibility for the adequacy of the design.
- 7.1.8 All field installation work will be supervised by eThekwini Electricity authorised personnel, who will ensure that the employer's Safety Rules are adhered to at all times.
- 7.1.9 All theft detection units shall be installed on 275 000 V and 132 000 V towers at or above the tower bottom cross-arm which is on average 24 meters above ground for 275 000 V towers and 15 meters above ground for 132 000 V towers.
- 7.1.10 The unit shall be installed against one member of the tower angle iron and shall be clamped or affixed thereon. Drilling of steel angle iron will not be permitted however the bidder can remove non-critical bracing steel members, measure the size and make new steel, drill all required holes, fully galvanise and re-install the new drilled steel.

7.1.11 During installation eThekwini Electricity will pay for unavoidable damage but the Contractors shall, at his own expense, make good to the reasonable satisfaction of eThekwini Electricity, all land, property, roads, field drains, fences, walls, hedges, gates and the like which are damaged or disturbed during the execution of the Contract.

7.1.12 The Contractor shall mark up all documentation throughout the duration of the project and on completion thereof shall hand all "as installed" information over to eThekwini Electricity. The Contractor shall have a copy of all contract documentation at the site camp or on site at all times.

7.1.13 Where supervision by eThekwini Electricity staff is catered for, as may be specifically indicated, the following working hours under such supervision shall apply:

- a) Five (5) days working week Monday to Friday.
- b) Supervision on site between the hours of 08:00 and 15:30 i.e. Seven (7) supervised working hours per day

7.2 **NORMATIVE REFERENCES AND OPERATING CONDITIONS**

7.2.1 The following standards contain provisions which, through reference in this text, constitute requirements of this specification. At the time of publication, the editions indicated were valid.

1	SANS IEC 60529	Degrees of protection provided by enclosure (IP Code)
2	IEC 61000 Part 4-3	Testing and measurement techniques – Radiated, radio-frequency, electromagnetic field immunity test

7.2.2 The equipment shall be suitable for outdoor use an eThekwini Electricity's 275 000 V and 132 000 V towers and shall be designed to operate satisfactorily when subjected to the following operating conditions:

1	Highest system phase-to-phase voltage	275 000 V
2	System frequency	50 Hz
3	Climate	humid, salt-laden and subtropical
4	Altitude	18 m to 1 000 m above sea level
5	Ambient temperature	from -5 °C to 40 °C
6	Maximum relative humidity	100 %
7	Mean annual value of solar radiation	1,0 kW/m ²
8	Average total annual rainfall	1 000 mm
9	Pollution type	heavy marine and industrial pollution
10	Lightning level/lightning ground flash density	high/up to 5 flashes per km ² per year

7.3 TECHNICAL REQUIREMENTS FOR THEFT MONITORING DEVICE/UNIT

- 7.3.1 The unit shall be able to sense all activities occurring at any part of the tower structure when installed at or above the bottom phase cross-arm of the structure as stated in clause **7.1.9** and **7.1.10** of Scope of Supply/Services.
- 7.3.2 The unit shall detect all suspected theft of steel tower members, which occurs in a form of unbolting of the steel member/s, cutting of the steel member by either hacksaw, grinder and cutting torch.
- 7.3.3 The unit shall communicate to the Data Monitoring System (detailed in clause **7.4** below) all detected activity on tower steel members on a 24/7 basis.
- 7.3.4 The bidder shall clearly state and demonstrate how each mode of theft will be detected during the day and also at night.
- 7.3.5 The unit shall also be able to sense and communicate to the Data Monitoring System any form of tampering of the unit itself.
- 7.3.6 The unit shall be equipped with a camera that will take visual images of the activities on the tower and send to the Controller (person based at the security control room responsible for the 24/7 monitoring of the entire system) to view and make appropriate decision as described in clause **7.3.22** below.
- 7.3.7 The unit together with the Data Monitoring System shall ensure that suspected theft activities are detected and displayed for the Controller to view the images within 2 minutes.
- 7.3.8 Should the Controller needs to verify the alert alarm by requesting additional images the unit shall respond accordingly through the Data Monitoring System.
- 7.3.9 The unit shall be wireless and ICASA approved for use within South Africa, certificates shall be supplied.
- 7.3.10 The device utilised for the various monitoring activities shall be a self-contained unit, housing all required equipment's (i.e controllers, sensors) within the device. All metrics will be acquired by this single device and forwarded on to a central processing unit via the prescribed medium.
- 7.3.11 The entire unit shall be installed on not more than one position of the tower member, excluding the power supply.
- 7.3.12 The unit shall be configurable remotely including re-programming and setting changes.
- 7.3.13 The microprocessor integrated circuit (IC) of the unit shall be integrated into the printed circuit board (PCB).
- 7.3.14 The unit shall continue to transmit the alert notifications until the Data Monitoring System has acknowledge a receipt of the alert.

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- 7.3.15 The unit shall not be susceptible to electromagnetic interferences (EMI) and radio frequency interference (RFI).
- 7.3.16 The communication channel of the units shall be GPRS/GSM or higher.
- 7.3.17 The Bidder shall state the type of communication that the system uses (i.e. GPRS, GSM, 3G, etc).
- 7.3.18 The unit shall have GPS location and tracking functionality in order to ensure that the location of the unit can be known at any given time. Such GPS tracking system shall not be switched off by just disconnecting the main battery.
- 7.3.19 Power
- a) The unit shall be powered by a suitable battery that can last a minimum of 48 hours without being charged;
 - b) Battery/batteries can be charged by solar panel or any other form of charging, taking into consideration that towers are located in remote areas where no electrical services are available;
 - c) The solar panel or related charging mechanism shall be supplied with the unit;
 - d) The solar panel or related charging shall be able to fully charge the unit battery from the lowest point to maximum within 8 hours;
 - e) Battery temperature operating range shall be -5 °C to +70 °C;
 - f) The battery shall have a minimum life span of 3 years.
- 7.3.20 The unit shall have self-diagnostics to report at least the following:
- a) Heartbeat/Health check;
 - b) Low battery;
 - c) GPS location changes;
- 7.3.21 Enclosure
- a) The enclosure shall have a minimum rating of IP 65 as tested in accordance with SANS 60529;
 - b) The enclosure shall be made of minimum 6061-T6 grade aluminium or 304 grade stainless steel or other similar corrosion resistance material suitable for coastal outdoor conditions;
 - c) The enclosure shall closely match the colour of the existing structures, which is either light silver or silver grey, to ensure it is inconspicuous when viewed from the ground;
 - d) EThekwini Electricity name shall be embedded on the outside of the enclosure along with manufactures details;
 - e) All components shall be mounted inside the enclosure (i.e. battery, communicator and sensors);
 - f) All exposed non-metallic parts to be UV-stabilised for at least 10 years and details of UV additives used shall be provided with the bid;
 - g) All metal part shall have corrosion protection and stainless steel shall be used for all fasteners;
 - h) The length, breath and width dimensions shall be maximum of 300 mm by 300 mm by 300 mm and the total weight of the unit shall not exceed 10 kg in order to allow easily handling.

7.3.22 Video images

Each unit shall take **video** images when activities on the towers are detected and send the video clip to data monitoring station for the Controller to analyse and make decision on whether to send armed response personnel or not. This is necessary to eliminate non-theft related activities or animal activities and prevent unnecessary deployment of armed security personnel but to ensure that the system together with the Controller do most of the work before field security personnel are called. The camera used for video images shall comply with the following:

- a) The camera shall have a minimum Field of View (FOV) of 75 degrees and a focal length of 25 m;
- b) Take and process video images day and night;
- c) Images to have sufficient quality that will allow the Controller to make a decision on whether such activity needs to be investigated by the field armed security personnel;
- d) No lighting on the visible spectrum such as flash light shall be used to take images as this will easily allow suspects to identify the structures where their activities are monitored.
- e) The length of the video clip will agreed upon with the successful supplier.

7.3.23 The units shall not emit any audible noise when suspected activities occur as this will have a similar effect as described in 7.3.22 d).

7.3.24 Each unit shall have a collect, repair/replace, re-install and re-commission guarantee for a period of 24 months from the date of site commissioning.

7.4 **TECHNICAL REQUIREMENTS FOR DATA MONITORING SYSTEM**

7.4.1 The Data Monitoring System (referred to as System below) shall be installed at eThekweni Electricity's control room or any other place within eThekweni Municipality area suggested by eThekweni Electricity.

7.4.2 The System shall remotely receive alert information from the field theft monitoring units and send such information to the theft monitoring control rooms which will have multiple viewers related to user specific functions.

7.4.3 The system shall have three data monitoring or viewing stations, the main master station as well as two secondary stations located at remote sites. The entire System shall include all related hardware, software and infrastructure.

7.4.4 The minimum requirements for display screens shall be 21 inches on all data monitoring/viewing stations and shall be provided by the Bidder.

7.4.5 The centralised master station shall have full system functionality while the secondary stations shall be limited to functions appropriate to the remote site personnel roles.

7.4.6 The System shall be able to disseminate alert data from individual theft monitoring units and provide

the following basic information to the monitoring/viewing stations:

- a) Type of event (System, Incident or Administrative);
- b) Date and time of event;
- c) Name of reporting device;
- d) Location of reporting device in the form of eThekweni Electricity structure name and GPS coordinates.

- 7.4.7 Alert messages shall be colour coded (e.g. yellow, green, orange, red, etc.) on display screens to indicate the status of the alert, thus will be defined in pre-determined business rules during the configuration of the System.
- 7.4.8 The System shall be able to provide basic information relating to the field units status (such as battery check, battery recharge system check, heartbeat, location).
- 7.4.9 The System shall be able to automatically poll each unit at least once every 24 hours to confirm both its health status and location and send alert information to the control station for all units that has no heartbeat or that has changed location when compared to the previous known position. Active units shall be 80 % or above at any given time. Service provider to provide evident on a monthly basis showing the profile percentage of active unit for the previous month. Percentage of active units shall be used for data usage invoicing for that respective month.
- 7.4.10 The System shall allow an operator to remotely configure all field units including arming/on and disarming/off of each unit. This is necessary in cases where maintenance is taking place on the structures.
- 7.4.11 The System shall automatically check and verify heartbeat and location of the field units every time when a field units is armed/re-armed and send alert to the control monitoring/viewing station. This is to ensure that movement of the field units while the field units are disarmed/switched-off are detected.
- 7.4.12 The System must be able to record every transaction into a database which can be easily exported to MS Excel format to provide management information. Records of all armed/disarmed and setting changes shall be recorded.
- 7.4.13 The System shall be able to aggregate the data from the alert and represent this geographically on Google Map.
- 7.4.14 Since most problems related with the alert system are false alarms, the Bidder shall demonstrate how false alarms are eliminated.
- 7.4.15 The System shall contain an integration layer allowing for data to be passed on to other information systems (namely Oracle and Microsoft SQL).
- 7.4.16 The application software shall operate in either a stand-alone mode or client/server mode within a data centre environment.

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- 7.4.17 Proposals should clearly indicate recovery strategy and contingency plan in the event of an application failure and the system information including setting shall be backed up at least twice in a month.
- 7.4.18 The System shall also allow the Administrator or Operator to be able to remotely activate or shutdown the entire platform/units within a specific geographic location or individual units as required.
- 7.4.19 The application software shall be compatible with the Microsoft Windows operating system, Windows 7 or higher.
- 7.4.20 The Bidder shall provide details of the backup strategy and off-site storage procedures.
- 7.4.21 The Bidder shall provide a System Engineer who will be responsible for programming and reconfiguration of the system.
- 7.4.22 Initial programming and configuration of the system shall be included on the system supply price.
- 7.4.23 The Bidder will be reimbursed for time spent by the System Engineer at rate indicated on the Bill of Quantities on all additional re-programming and configuration that is requested and authorised by the Senior Manager: HV Lines. This shall only include time spent by the System Engineer that is requested by the Senior Manager: HV Lines such as changing of business rules but not time spent by the System Engineer because of normal maintenance or a fault on the system.
- 7.4.24 The cost of daily operation, maintenance and periodic backup of the System including the Field Units Sim Cards and operation (sms, gprs,mms, etc) cost shall be indicated on the Bid Form. This cost will be paid monthly and it will depend on the total number of field Units installed during that specific month.
- 7.4.25 The system shall have a collect, repair/replace, re-install and re-commission guarantee for a period of 24 months from the date of site commissioning.

7.5 DOCUMENTATION

- 7.5.1 Full technical and descriptive details, relating to all the items offered in this enquiry, shall be submitted in order for the offer to be fully evaluated. This shall include the following:
- 7.5.1.1 Full technical details of the proposed System which shall include:
- a) Method of communication between unit and central master station;
 - b) Types of sensor used and how detection is done;
 - c) Cost of the System operation;
 - d) Installation requirements;
 - e) Operation requirements;
 - f) Method of false signal elimination;
 - g) Expected failure rate as a percentage of Units installed.

7.5.1.2 Details of quality assurance procedures; and

7.5.1.3 Drawings; etc.

7.5.2 The Bidder shall submit recommendation documents on how to inspect, test and maintain the theft monitoring units and Data Monitoring System in a good operating condition.

7.5.3 The Bidder shall also submit document on recommended minimum spares.

7.5.4 Failure to submit such information may preclude further consideration of the bid.

7.6 SAMPLES

7.6.1 Bidders shall submit samples of the items offered within two weeks of request by eThekweni Electricity.

7.6.2 The samples shall be delivered to eThekweni Electricity, HV Lines Branch, 11 Electron Rd, Springfield, Durban, South Africa, which will be taken to site with the Bidder (to be installed by the bidder) and tested in the field as per testing procedure document.

7.6.3 The period for testing the functionality shall take a minimum period of two weeks to evaluate the functionality of the entire System. The initial test shall be done in conjunction with the department representative and thereafter, random test (s) shall be done by the Municipal engineer unannounced.

7.6.4 The following minimum tests shall be carried out in accordance with the details as specified.

- a) Battery backup system tests (where applicable);
- b) Low Battery failure alert test;(where applicable);
- c) Intrusion alert (tampering, climbing, grinder detection, hacksaw detection, steel unbolting detection and cutting torch) tests.

7.6.5 Any failure arising during the above tests will preclude further consideration of the bid.

7.6.6 Bidders are required to note that bid documents must NOT be included in parcels containing samples.

7.6.7 The Municipality reserves the right to submit samples to further tests as deemed reasonable and necessary.

7.6.8 Other tests may be required by the Engineers to verify the compliance with the specification, irrespective of the tests that may already have been carried out.

7.6.9 All bidders shall collect and remove their samples within one month of being notified, failing which they will be deemed to have waived all rights to the samples and such samples not collected after one month from the date of such notification will become the property of the eThekweni Municipality for disposal at its discretion.

7.7 TRAINING AND SUPPORT

7.7.1 Training

7.7.1.1 The Contractor shall be available to train a minimum of five eThekwini Municipality personnel on the installation, inspection, testing, commissioning, operation maintenance of the entire system including the control monitoring stations.

7.7.1.2 The above training shall include hardware and software fault finding as well as day-to-day operation of the system.

7.7.1.3 Simplicity in fault finding and repair, as well as operation, will be taken into consideration during the bid evaluation.

7.7.1.4 The above training shall be conducted by the Contractor's System Engineer together with relevant technical personnel and the associated cost shall be borne by the Contractor.

7.7.1.5 The Contractor will be paid for time spent by the System Engineer at rate stated on the Bid Form on all additional training requested and authorised by the Senior Manager: HV Lines.

7.7.2 Support

7.7.2.1 The Contractor shall provide daily support to the Control Monitoring Station personnel for at least one month after the initial implementation of the system at no additional cost to eThekwini Electricity.

7.7.2.2 The Contractor will be paid for time spent by the System Engineer at rate stated on Bid Form for all additional support requested and authorised by the Senior Manager: HV Lines.

7.7.2.3 The Contractor shall provide all sim card information that required by eThekwini Electricity to port to any network of their choice.

7.8 HEALTH, SAFETY AND ENVIRONMENTAL ISSUES

7.8.1 Employer's health and safety specification

The Employer's Health and Safety Specification is attached on this tender document.

7.8.2 Bidders health and safety plan

7.8.2.1 It is a requirement of this contract, that a Health and Safety Plan, in accordance with eThekwini Electricity's Safety Rules and the Occupational Health and Safety Act (No. 65 of 1993) as amended, be submitted with the bid. The Health and Safety Plan shall provide for the procedures and equipment necessary to undertake the work specified in bid document, in all aspects.

7.8.2.2 The Bidder shall provide and demonstrate to eThekweni Municipality a suitable and sufficiently documented Health and Safety Plan, which will be applied from the date of commencement and for the duration of the installation work.

7.8.2.3 The successful Bidder/Contractor shall submit a detailed Health and Safety Plan which will take into consideration the site specific risks and shall cover at least the following:

- a) A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- b) Pro-active identification of potential hazards and unsafe working conditions;
- c) Provision of a safe working environment and equipment;
- d) Statements of methods to ensure the health and safety of employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);
- e) Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- f) Details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the works in terms of Regulation 6 and other applicable regulations; and
- g) Details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

7.8.2.4 The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

7.8.2.5 Time lost due to delayed commencement or suspension of the work as a result of the Bidder's failure to obtain approval for his Health and Safety Plan, shall not be used as a reason to claim for extension of time or standing time and related costs.

7.8.3 Cost of compliance with the OHSAct Construction Regulations

The quoted bid prices shall include all costs for conforming to the requirements of the OHSAct, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

7.8.4 Environmental Issues

Bidders shall provide, in Technical Schedule 3, the following information in respect of each product offered:

7.8.4.1 List of all materials used in the product, including packaging, and associated chemical data sheets;

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- 7.8.4.2 Whether the product poses any health or safety risks to persons handling the product. In addition, if there are risks, the protective gear required to handle the product, e.g. leather gloves, masks, etc.;
- 7.8.4.3 How the product should be stored and its shelf life;
- 7.8.4.4 How the product should be disposed of at the end of its useful life or in the event of failure of the product;
- 7.8.4.5 Whether any toxic by-products are produced (whether in gaseous, solid or liquid form) in the event of the product being exposed to fire or heated to elevated temperatures;
- 7.8.4.6 Any other pertinent and relevant information relating to health, safety, and environmental issues; and
- 7.8.4.7 What percentage of the product can be recycled.

7.9 RESPONSIBILITY ON SITE

- 7.9.1 No staff of or other personnel representing the Contractor shall be allowed to work on site or enter eThekweni Electricity substations/lines unless they are in direct control of a Competent Person, such as a Specifically Trained Person. The Competent Person will be provided by eThekweni Electricity.
- 7.9.2 Although the work may be monitored, inspected and/or scrutinized by qualified representatives of eThekweni Electricity, This will in no way relieve the Contractor of its professional responsibility for the proper and prompt execution of the duties.

7.10 TESTS ON MATERIALS AND QUALITY CONTROL

- 7.10.1 The Manufacturer shall be responsible for performing or for having performed all the required tests specified under the specification for all equipment. Bidders shall confirm the Manufacturer's capabilities in this regard when submitting bids, and any limitations shall be clearly specified.
- 7.10.2 Type test reports and certificates shall be certified by the National Standards and Testing Authority (NTSA) of the country of origin. Where a body other than the National Standards and Testing Authority is used to certify the type test reports, a copy of the certificate of accreditation shall be attached. The current contact details of the testing and certification authority shall be provided at the time of bidding.
- 7.10.3 Upon completion of the manufacturing process, routine tests shall be carried out as per the respective standards for each equipment and the results endorsed by the NTSA of the country of manufacture or the accredited body.
- 7.10.4 The Contractor shall carry out at his own expense all tests necessary to ensure the satisfactory design and manufacture of components in accordance with the relevant standards.
- 7.10.5 Test reports shall be made available to the Employer. The Contractor shall bear the cost of the tests

and for furnishing the records and reports.

Not less than seven days' notice of all tests shall be given to the Engineers in order that they may be represented if they so desire.

SECTION 8: BILL OF QUANTITIES / SCHEDULE OF RATES / ACTIVITIES

Item	Description	Unit of measure	Estimated Annual Quantity [A]	Year 1		Year 2		Year 3	
				Unit Price (Ex VAT) [B1]	Total Price (Ex VAT) [B2=AxB1]	Unit Price (Ex VAT) [C1]	Total Price (Ex VAT) [C2=AxC1]	Unit Price (Ex VAT) [D1]	Total Price (Ex VAT) [D2=AxD1]
1	Theft detection units	Each	200						
2	Data monitoring system consisting of 1 master station and 2 secondary stations and related software and hardware	Lot	1						
3	Re-installation or relocation of the field units	Each	20						
4	System Engineer (cost per hour)	Hour	100						

SECTION 9 : OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number : 34609-5E** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

TENDERED PRICE EXCLUSIVE OF VAT	VAT AMOUNT	TENDERED PRICE INCLUSIVE OF VAT
R	R	* R
* AMOUNT IN WORDS (incl. VAT):		

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

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

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

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

* Signature :

* Name (*capitals*):

Date:

Capacity:

* Name of Business:

Tel:

Address:

Fax:

* Denotes Mandatory Information

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

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

Signature:

Name (*capitals*):

Date:

Capacity:

SECTION 10: ANNEXURES (if applicable)**RETURNABLE TECHNICAL SCHEDULE 1**

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

Requirements for Item 1: Theft Monitoring Unit

Ref No.	Technical details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	System complies with operations conditions stated in clause 7.2 of Scope of work ?	Yes	*Yes/No
5	Enclosure IP rating	IP 65 (min) (as per IEC 60529)	
6	Enclosure meets other requirements detailed in clause 7.3.21 of Specification ?	Yes	*Yes/No
7	Are all metal part have corrosion protection?	Yes	*Yes/No
8	Type of corrosion protection used on all metallic part		
9	All fasteners made of stainless steel?	Yes	*Yes/No
7	All components/ devices utilised for monitoring activities housed inside one enclosure (i.e. communicator, controllers, sensors)? As indicated in clause 7.3.10 ?	Yes	*Yes/No
8	Are all unit non-metallic parts UV-stabilised?	Yes	*Yes/No
9	Enclosure dimensions	Max (300 mm by 300 mm by 200 mm)	
10.1	Tamper detection sensor available?	Yes	*Yes/No
10.2	Sensor or methodology employed to detect the above		
11.1	Grinder and hacksaw steel member cutting detection available?	Yes	*Yes/No
11.2	Sensor or methodology employed to detect the above		

*Delete that which is not applicable

BIDDING COMPANY: _____

NAME: _____

SIGNED: _____

CAPACITY OF SIGNATORY: _____

DATE: _____

YYYY - MM - DD

RETURNABLE TECHNICAL SCHEDULE 1 (concluded)

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

Requirements for Item 1: Theft Monitoring Unit

Ref No.	Technical details	eThekwini Electricity's Requirement	Bidder's Offer
12.1	Steel member un-bolting detection available?	Yes	*Yes/No
12.2	Sensor or methodology employed to detect the above		
13.1	Steel member cutting with laser cutting torch detection available?	Yes	*Yes/No
13.2	Sensor or methodology employed to detect the above		
14.1	Is the units fitted with built in camera and capable of taking videos and sending to the Controller to evaluate?	Yes	*Yes/No
14.2	Does the images taken above meet the requirements of clause 7.3.22 of Specification ?	Yes	*Yes/No
15	Type of battery used		
16	Method of Battery charging		
17	Battery charging time from min to maximum	Max 8 hours	
18	Battery life span	Min 3 years	
19	Units has GPS location functionality?	Yes	*Yes/No
20	Documentation stated in clause 7.5 of Specification submitted?	Yes	*Yes/No

*Delete that which is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

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

RETURNABLE TECHNICAL SCHEDULE 2

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

Requirements for Item 2: Data monitoring system

Ref No.	Technical Detail	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	System complies with operations conditions stated in clause 7.2 of Scope of work ?	Yes	*Yes/No
5	Is the system able to receive all alerts from field units (theft detection unit) and display on a screen?	Yes	*Yes/No
6	Are all alerts color coded to indicate the priority of the alert?	Yes	*Yes/No
7	Does the system include a central data monitoring application station and two secondary stations?	Yes	*Yes/No
8	Is the system remotely configurable?	Yes	*Yes/No
9	Does the system have a backup storage?	Yes	*Yes/No
10	System mode of communication		
11	Alert display monitor size	Min 21 inch	inch
12	Is the system able to report daily field unit status?	Yes	*Yes/No
13	Is the system able to eliminate false alarm from field units?	Yes	*Yes/No
14	Are all documentation stated in clause 7.5 of Specification submitted?	Yes	*Yes/No

*Delete that which is not applicable

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

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

RETURNABLE TECHNICAL SCHEDULE 3

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

HEALTH, SAFETY, AND ENVIRONMENTAL ISSUES

Bidders shall state in clear and explicit terms all necessary information pertaining to the products offered.

Ref.	Issues	Items 1 - 2
1	List of all materials used in the product	
2	a) Does the product pose any health risks to persons handling the product?	*YES/NO
	b) If YES, state the type of protective gear required to handle the product (e.g. leather gloves, masks, etc.)	
3	a) How should the product be stored	
	b) What is its shelf life?	
4	a) Are any toxic by-products produced (gaseous, solid or liquid) in the event of the product being exposed to fire or heated?	*YES/NO
	b) If YES, specify the temperatures at which these toxic by-products are produced	
5	What percentage of the product can be recycled?	
6	State any other pertinent and relevant information relating to health, safety, and environmental issues	

*Delete that which is not applicable

Note: If the space provided is insufficient, Bidders shall include other relevant information in their covering letter.

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

DELIVERY PERIOD SCHEDULE

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

DELIVERY PERIODS

I/We hereby undertake to deliver the goods within the following period(s) from date of receipt of order - state period in days or weeks:

Item	Initial Order		Subsequent Orders	
	eThekwini Electricity's Requirement	Bidder's Offer	eThekwini Electricity's Requirement	Bidder's Offer
1	within 4 weeks		within 2 weeks	
2	within 4 weeks		within 2 weeks	

GENERAL RETURNABLE SCHEDULE

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

SECURITY MEASURES

Areas subject to Sporadic Violence

Signature of this Schedule shall indicate that the Bidder is aware that this Contract is to be carried out in areas which are subject to sporadic violence and vehicle hijackings and that the Bidder is willing to undertake this work without procrastination.

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

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