

EXPRESSION OF INTEREST

PROCUREMENT DOCUMENT: TEMPLATE

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An editable (WORD), version of this document must be made available at the BSC meeting.

Data Item	Edit data within (grey) brackets (see 2) above}
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Contract Details

Contract Number	CSA3500 (31882-1B)
Contract Title	(Ward 00) Panel Contract for the Supply, Delivery, Installation and Commission of UPS in Council Buildings of over a three (3) year term with no guarantee of any quantum of works
Date of Issue	18 April 2025

Unit & Department Details

Unit Name	ENGINEERING UNIT
Unit Head's Name	G. Ngubane
Unit Address	Municipal Building 166 K.E. Masinga Road (Formerly Old Fort Road) Durban 4001
Department Name	ARCHITECTURE

Tender Details

Required CIDB Grading	1EB or 2EB or 3EB and 4EB or higher
CIDB Class of Construction	EB
Employer (1.1.1.15)	eThekweni Municipality
Collection Address	NOT APPLICABLE CURRENTLY
Office Hours	NOT APPLICABLE CURRENTLY
Tender Charge	R 0
Agent's Name	Mbali Govuzela
Agent's Tel	031 311 7110 (t)
Agent's Fax	031 311 7111 (f)
Agent's Email	Mbali.Govuzela@durban.gov.za . Email queries and question and answers from the clarification meeting will be consolidated and uploaded 26 June 2025
Site Inspection Type	Compulsory clarification meeting
Site Inspection Place	Moses Mabhida Stadium, 44 Isiaah Ntshangase Road, Durban
Site Inspection Date	05 June 2025)
Site Inspection Time	09:00
Tender Delivery Place	Municipal Building, 166 K.E. Masinga Road (Formerly Old Fort Road)
Tender Delivery Date	on or before Friday, 04 July 2025
Tender Delivery Time	at or before 11:00
Box	and placed in the tender box located in the ground floor foyer
Tender Validity Period	120 Days
Tender Opening	in the SCM Boardroom, 6 th Floor, Municipal Building, 166 KE Masinga Road (formerly Old Fort Road)

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CLUSTER

HUMAN SETTLEMENTS, ENGINEERING, and TRANSPORT

UNIT

ENGINEERING

DEPARTMENT

ARCHITECTURE

PROCUREMENT DOCUMENT

CALL FOR EXPRESSION OF INTEREST

CONTRACT No: CSA3500 (31882-1B)

TITLE: (Ward 00) Panel Contract for the Supply, Delivery, Installation and Commission of UPS in Council Buildings of over a three (3) year term with no guarantee of any quantum of works

Issued by: **ENGINEERING UNIT**

Date of Issue: **18 April 2028 April 2025**

Document Version : 01/04/2021

NAME OF TENDERER :

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PART E1 : SUBMISSION PROCEDURES

E1.1 : NOTICE AND INVITATION TO SUBMIT AN EXPRESSION OF INTEREST

eThekwini Municipality ENGINEERING UNIT Unit : ARCHITECTURE (Electrical Building Services) invites tenderers to enter into a framework contract for the works of generator design, specification, supply, delivery, installation, testing and commissioning within the eThekwini Municipality for the period of 36 months.

Respondents must have a contractor grading designation of contractor grading designation of : 1EB or 2EB or 3EB and 4EB or higher

Only respondents who comply with the following are eligible to have their submissions evaluated.

Submissions must be made on official tender documentation issued in electronic format by the eThekwini Municipality. Electronically downloaded documentation (see Cl. H.1.2) should be printed in its entirety, and suitably bound by the tenderer.

The physical address for collection of tender documents is: Not Applicable

Documents may be collected, up to 3 days prior to the close of tenders, during office hours: Not Applicable

A non-refundable tender charge is payable by bank guaranteed cheque made out in favour of the Employer, or cash, and is required on collection of the tender documents: R 0

(H.1.4) Queries relating to these documents, up to 3 days prior to the close of tenders, may be addressed to the Employer's agent whose contact details are: Mbali Govuzela
031 311 7110 (t)
031 311 7111 (f)
Mbali.Govuzela@durban.gov.za. Email queries and question and answers from the clarification meeting will be consolidated and uploaded 26 June 2021

(H.2.5) There will be a **Compulsory clarification meeting** and site inspection with representative(s) of the Employer: Moses Mabhida Stadium
05 May 2021
09:00

(H.2.7) Tender offers shall be delivered to: Municipal Building, 166 K.E. Masinga Road
(Formerly Old Fort Road)
and placed in the tender box located in the ground floor foyer

(H.2.9) Tender offers shall be delivered: on or before Friday, 04 July 2021
at or before 11:00

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

PART E1 : SUBMISSION PROCEDURES

E1.2: SUBMISSION DATA

E1.2.1 STANDARD CONDITIONS FOR THE CALLING FOR FRAMEWORK CONTRACT

The conditions applicable to this call for expressions of interest of tender are the Standard Conditions for the calling for Expressions of Interest as contained in Annex H of the CIDB Standard for Uniformity in Construction Procurement (July 2015) (See www.cidb.org.za).

The Standard Conditions for the calling for Expressions of Interest make several references to the Submission Data for details that apply specifically to this submission. The Submission Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions for the calling for Expressions of Interest.

E1.2.2 SUBMISSION DATA

Each item of data given below is cross-referenced to the clause in the Standard Conditions for the calling for Expressions of Interest.

H.1.1 The employer : The Employer is the eThekweni Municipality as represented by the Deputy Head : **ARCHITECTURE** Department.

H.1.2 Tender documents

- 1) The documents associated with the calling for expressions of interest issued by the employer comprise:

E1 SUBMISSION PROCEDURES

E1.1 Notice and invitation to submit an expression of interest

E1.2 Submission Data

E2 RETURNABLE DOCUMENTS

E2.1 List of Returnable Documents

E2.2 Submission Schedules

E3 INDICATIVE SCOPE OF WORK

E3.1 Indicative scope of work

- 2) In addition Respondents are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014.
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (PPPFA Regs 2022).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations of July 2015.
 - SANS 1921:2004 – Construction and Management Requirements for Works

Contract, Parts 1 to 3.

- SANS 1914:2003 - Targeted Construction Procurement, Parts 1 to 6.
- South African Road Traffic Signs Manual - Vol 2: Chapter 13: Roadworks Signing.

Submissions must be submitted on official submission documentation issued (either in hard copy or in electronic format) by the eThekweni Municipality:

- Electronically downloaded documentation is obtainable from the National Treasury's **eTenders** website OR the eThekweni Municipality's **Vendor Portal**. The entire document should be printed and suitably bound by the tenderer.
- Website or the eThekweni Municipality's Website at URLs:
 - <https://www.etenders.gov.za/>
 - <https://www.durban.gov.za/pages/business/procurement> and on
 - **SSS:**supplier.selfservice@durban.gov.za
- 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 SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. Tender closing date and time remain unchanged.

BID VIEWING, TENDER DOCUMENT DOWNLOAD AND BID SUBMISSION PROCESS

To submit your bid once registered the following link must be followed for login to view advertised bids and to submit a bid advertised by EThekweni Municipality.

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

- the Supplier Self Service: to view advertised bids and to submit a bid advertised by EThekweni Municipality. Follow the link below login
 - (<https://rfq.durban.gov.za/jde/E1Menu.maf>)

H.1.4 The employer's agent : The Employer's agent is: Mbali Govuzela, [Tel: 031 311 7110 \(t\)](tel:0313117110) , [Email: Mbali.Govuzela@durban.gov.za](mailto:Mbali.Govuzela@durban.gov.za). Email queries and question and answers from the clarification meeting will be consolidated and uploaded 26 June 202

H.2.1 Eligibility : A Respondent will not be eligible to make a submission if:

- (a) The Respondent does not comply with the legal requirements stated in the Employer's current SCM Policy;
- (b) The Respondent cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) Respondents 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. Respondents not so registered, at time of closing of submissions, will not be eligible to submit tenders.
- (d) The Respondent fails to attend the compulsory site inspection;
- (e) The Respondent fails to have "Form: Certificate of Attendance at Clarification Meeting and Site Inspection" in Part E2.2 signed by the HEAD : ENGINEERING UNIT , or his representative.

H.2.1.1 Only those respondents who are registered (at the time of tender submission), as "Active",

with the CIDB, in a contractor grading designation equal to a contractor grading designation of 1EB or 2EB or 3EB and 4EB or higher are eligible to have their submissions evaluated.

Joint ventures are eligible to submit submissions evaluated provided that: (Not Applicable)

- (a) Every member of the joint venture is registered with the CIDB;
- (b) The lead partner has a contractor grading designation in the **EB** class of construction work and has a grading designation of not lower than one level below the required grading designation; and
- (c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation.

H.2.5 Clarification meeting : The arrangements for a compulsory clarification meeting are as stated in the **Notice and invitation to submit tender response**.

Respondants must sign the attendance list in the name of the responding entity. Addenda will be issued to, and submissions will only be received from, those responding entities appearing on the attendance list:

Compulsory meeting will be held in **Moses Mabhida Stadium, 44 Isiaah Ntshangase Road, Durban** on **05 May 2025 at 09:00**. All questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2025/04/30.

Queries can be addressed to: Mbali Govuzela

The Employer's Agents: 031 311 7110

Representative Email: mbali.govuzela@durban.gov.za

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

H.2.7 Making a submission : The Employer's address for delivery of submissions is contained in the **Notice and invitation to submit an expression of interest**.

Identification details to be shown on each submission package are:

Contract No. : **CSA3500 (31882-1B)**

Contract Title : (Ward 00) Panel Contract for the Supply, Delivery, Installation and Commission of UPS in Council Buildings of over a three (3) year term with no guarantee of any quantum of works

Alternatively, if registered on the eThekweni Municipality's Supplier Portal, submissions can be submitted electronically via URL:

<https://ethekwinivendor.durban.gov.za/tenders/availabletenders/>

H.2.9 Closing time : The closing date and time for submissions is: **on or before Friday, 04 July 2025 at or before 11:00** .

Telephonic, telegraphic, telex, facsimile or e-mailed submissions will not be accepted.

H.3.9 Evaluation of responsive submissions : All respondents who submit responsive

submissions and:

- 1) a) are registered at time of closing of submissions 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).
- b) submit a valid Tax Clearance Certificate or a Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Services, or have made arrangements to meet outstanding tax obligations;
- c) are registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- d) do not have any of their directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- e) have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect;
- f) have completed the Compulsory Enterprise Questionnaire and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract; and
- g) are registered and in good standing with the compensation fund or with a licensed compensation insurer; and
- h) Tenderer must be registered with Electrical Contractors Association (ECA) or Electrical Contractors Board (ECB) of South Africa; and

The evaluation criteria that are to be scored and the maximum score assigned to each of such criteria are as follows:

- **Functionality Criteria / Sub Criteria ONLY APPLICABLE TO 1EB**

The value of W₂ is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows:

Functionality Criteria / Sub Criteria <u>ONLY APPLICABLE TO 1EB</u>		Maximum Points Score
Experience of Tenderer's past projects		30
Project Organogram and Experience of Key Staff	Registered Installation Electrician registered with Department of Labour	30
	Trade Tested Artisan registered with Department of Labour	30
Proposed Detailed Technical Methodology & Quality Control		10
Maximum possible score for Functionality (M_s)		100

- **Functionality Criteria / Sub Criteria ONLY APPLICABLE TO 2EB.**

Functionality Criteria / Sub Criteria <u>ONLY APPLICABLE TO 2EB.</u>		Maximum Points Score
Experience of Tenderer's past projects		30
Project Organogram and Experience of Key Staff	Registered Installation Electrician registered with Department of Labour	30
	Trade Tested Artisan registered with Department of Labour	30
Proposed Detailed Technical Methodology & Quality Control		10
Maximum possible score for Functionality (M_s)		100

• **Functionality Criteria / Sub Criteria ONLY APPLICABLE TO 3EB**

Functionality Criteria / Sub Criteria <u>ONLY APPLICABLE TO 3EB</u>		Maximum Points Score
Experience of Tenderer's past projects		40
Project Organogram and Experience of Key Staff	Professional Electrical Technician or higher registered with ECSA	20
	Registered Installation Electrician registered with Department of Labour	15
	Trade Tested Artisan registered with Department of Labour	15
Proposed Detailed Technical Methodology & Quality Control		10
Maximum possible score for Functionality (M_s)		100

• **Functionality Criteria / Sub Criteria APPLICABLE TO 4EB OR HIGHER**

Functionality Criteria / Sub Criteria APPLICABLE TO 4EB OR HIGHER		Maximum Points Score
Experience of Tenderer's past projects		40
Project Organogram and Experience of Key Staff	Professional Electrical Technician or higher registered with ECSA	20
	Registered Installation Electrician registered with Department of Labour	15
	Trade Tested Artisan registered with Department of Labour	15
Proposed Detailed Technical Methodology & Quality Control		10
Maximum possible score for Functionality (M_s)		100

The minimum number of evaluation points for Functionality is 60. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for Functionality. Each evaluation criteria will be assessed in terms of six indicators and scores allocated according to the following table:

Level 0	Level 1	Level 2	Level 3	Level 4	Level 5
0	20	40	60	80	100

Evaluation criteria will be adjudicated according to submissions made in accordance with the following schedules, which are found in Part E2.2: Returnable Schedules.

Functionality Criteria	Returnable Schedules
Experience of Tenderer's Past Projects	<ul style="list-style-type: none">• Experience of Tenderer
Proposed Organisation and Experience of Key Staff	<ul style="list-style-type: none">• Proposed Organisation and Staffing• Key Personnel• CV's with Experience of Key Personnel
Proposed Detailed Technical Implementation Methodology & Quality Control	<ul style="list-style-type: none">• Implementation Methodology & Quality Control

Unless otherwise stated, evaluation criteria will be adjudicated with respect to the contract specific Scope of Work, as specified in Part E.3. In this regard the following definitions apply to the evaluation criteria prompts for judgement:

- **"Successfully completed"** implies a project has been completed on time and to specification;
- **"Similar nature"** implies projects that were of a value of at least 50% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations;
- **"experience"** implies experience on projects of a similar nature;
- **"Accredited degree / diploma"** implies a minimum 3 year qualification within the built environment, from a registered University or Institute of Technology.

- **Tenderer's Experience (Only for 1EB)**

Criterion: Tenderer's Experience (Only for 1EB)	
Notes: "Context" refers to public/private sector employment "Scope" relates to the scope of works "Successfully completed" implies a project that has been completed on time and to specification. Note: Projects which are submitted without signed completion certificates, at Tender, will not be considered "Similar nature" refers to works pertaining to <u>UPS electrical reticulation installation systems</u>	
Level 0	No information provided, OR submission of no substance OR irrelevant information provided
Level 1	To have successfully completed (i.e. on time and to specification) <u>1 project</u> of a similar nature the past 10 years.
Level 2	To have successfully completed (i.e. on time and to specification) <u>2 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed (i.e. on time and to specification) <u>3 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (i.e. on time and to specification) <u>4 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed (i.e. on time and to specification) <u>5 + projects</u> of a similar nature within the past 10 years.

For this project, scope of work and similar nature are defined as follows:

- Comparable scope of work in terms of technical requirements and operations
- "Similar nature" refers to a UPS design, specification, supply, delivery, installation, testing or commissioning

- **Tenderer's Experience (Only for 2EB)**

Criterion: Tenderer's Experience (Only for 2EB)	
Notes: "Context" refers to public/private sector employment "Scope" relates to the scope of works "Successfully completed" implies a project that has been completed on time and to specification. Note: Projects which are submitted without signed completion certificates, at Tender, will not be considered "Similar nature" refers to works pertaining to <u>UPS electrical reticulation installation systems</u>	
Level 0	No information provided, OR submission of no substance OR irrelevant information provided
Level 1	To have successfully completed (i.e. on time and to specification) <u>2 projects</u> of a similar nature the past 10 years.
Level 2	To have successfully completed (i.e. on time and to specification) <u>3 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed (i.e. on time and to specification) <u>4 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (i.e. on time and to specification) <u>5 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed (i.e. on time and to specification) <u>6 + projects</u> of a similar nature within the past 10 years.

Scope of work and similar nature are defined as follows:

- Comparable scope of work in terms of technical requirements and operations
- "Similar nature" refers to a UPS design, specification, supply, delivery, installation, testing or commissioning.

- **Tenderer's Experience (Only for 3EB)**

Criterion: Tenderer's Experience (Only for 3EB)	
Notes: "Context" refers to public/private sector employment "Scope" relates to the scope of works "Successfully completed" implies a project that has been completed on time and to specification. Note: Projects which are submitted without signed completion certificates, at Tender, will not be considered "Similar nature" refers to works pertaining to <u>UPS electrical reticulation installation systems</u>	
Level 0	No information provided, OR submission of no substance OR irrelevant information provided
Level 1	To have successfully completed (i.e. on time and to specification) <u>3 projects</u> of a similar nature the past 10 years.
Level 2	To have successfully completed (i.e. on time and to specification) <u>4 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed (i.e. on time and to specification) <u>5 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (i.e. on time and to specification) <u>6 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed (i.e. on time and to specification) <u>7 + projects</u> of a similar nature within the past 10 years.

Scope of work and similar nature are defined as follows:

- Comparable scope of work in terms of technical requirements and operations
- "Similar nature" refers to a UPS design, specification, supply, delivery, installation, testing or commissioning.

- **Tenderer's Experience (4EB or higher)**

Criterion: Tenderer's Experience (4EB or higher)	
Notes: "Context" refers to public/private sector employment "Scope" relates to the scope of works "Successfully completed" implies a project that has been completed on time and to specification. Note: Projects which are submitted without signed completion certificates, at Tender, will not be considered "Similar nature" refers to works pertaining to <u>UPS electrical reticulation installation systems</u>	
Level 0	No information provided, OR submission of no substance OR irrelevant information provided
Level 1	To have successfully completed (i.e. on time and to specification) <u>4 projects</u> of a similar nature the past 10 years.
Level 2	To have successfully completed (i.e. on time and to specification) <u>5 projects</u> of a similar nature within the past 10 years.
Level 3	To have successfully completed (i.e. on time and to specification) <u>6 projects</u> of a similar nature within the past 10 years.
Level 4	To have successfully completed (i.e. on time and to specification) <u>7 projects</u> of a similar nature within the past 10 years.
Level 5	To have successfully completed (i.e. on time and to specification) <u>8 + projects</u> of a similar nature within the past 10 years.

Scope of work and similar nature are defined as follows:

- Comparable scope of work in terms of technical requirements and operations
- "Similar nature" refers to a UPS design, specification, supply, delivery, installation, testing or commissioning.

- **Organogram and Experience of Key Staff**

	Criterion: Project Organogram and Experience of Key Staff (Applicable from 1 to 4EB or Higher where applicable)		
	"Similar nature" refers to works pertaining to <u>UPS electrical reticulation installation systems</u>		
	Professional Technician or higher (Only 3 or 4EB and higher)	Registered Installation Electrician	Trade Tested Artisan
Level 0	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided	No information provided OR submission of no substance / irrelevant information provided
Level 1	Professional Technician or higher: Degree/Diploma, registered with Engineering Council of South Africa as a Professional and minimum 2 years relevant experience on projects of a similar nature	Registered Installation Electrician: NTC 3 / Matric, Registered with Department of labour and minimum 1-year relevant experience on projects of a similar nature	Trade Tested Artisan: NTC 3 / Matric, Trade test certificate and minimum 1-year relevant experience on projects of a similar nature
Level 2	Professional Technician or higher: Degree/Diploma, registered with Engineering Council of South Africa as a Professional and minimum 3 years post registration relevant experience on projects of a similar nature	Registered Installation Electrician: NTC 3 / Matric, Registered with Department of labour and minimum 2 year's post relevant experience on projects of a similar nature	Trade Tested Artisan: NTC 3 / Matric, Trade test certificate and minimum 2 years post relevant experience on projects of a similar nature
Level 3	Professional Technician or higher: Degree/Diploma, registered with Engineering Council of South Africa as a Professional and minimum 4 years post registration relevant experience on projects of a similar nature	Registered Installation Electrician: NTC 3 / Matric, Registered with Department of labour and minimum 3 year's post relevant experience on projects of a similar nature.	Trade Tested Artisan: NTC 3 / Matric, Trade test certificate and minimum 3 years post relevant experience on projects of a similar nature
Level 4	Professional Technician or higher: Degree/Diploma, registered with Engineering Council of South Africa as a Professional and minimum 5 years post registration relevant experience on projects of a similar nature	Registered Installation Electrician: NTC 3 / Matric, Registered with Department of labour and minimum 4 years post certificate relevant experience on projects of a similar nature	Trade Tested Artisan: NTC 3 / Matric, Trade test certificate and minimum 4 years post certificate relevant experience on projects of a similar nature
Level 5	Professional Technician or higher: Degree/Diploma, registered with Engineering Council of South Africa as a Professional and minimum 6 years or higher post registration relevant experience on projects of a similar nature	Registered Installation Electrician: NTC 3 / Matric, Registered with Department of labour and minimum 5 years post relevant experience on projects of a similar nature	Trade Tested Artisan: NTC 3 / Matric, Trade test certificate and minimum 5 years post certificate relevant experience on projects of a similar nature

- **Technical Implementation Methodology & Quality Control (Applicable from 1EB to 4EB or Higher)**

Criterion: Technical Implementation Methodology & Quality Control (Applicable from 1 to 4EB or Higher)	
The objective of this criteria is for the Tenderer to outline how they intend to implement the contract on a day-to-day basis; this includes the inspection for compliance, in terms of SANS 10142-1 and OHS Act (1993).	
Level 0	No information provided; OR submission of no substance / irrelevant information provided.
Level 1	The technical approach and/or methodology is less than acceptable and unlikely to satisfy scope requirements or objectives. Quality control statement is generic.
Level 2	Brief overview of a site-specific methodology which encompasses all programme activities in appropriate order and includes staff, and equipment resources, a brief description of preparatory work, installation processes including finishing works for each activity. Quality control statements are site specific with statements covering required inspection and testing of all electrical systems.
Level 3	The methodology is specifically tailored to address UPS installations requirements. The methods and approach to managing risk etc. are specifically tailored to the critical characteristics of the works. Quality control statements are site specific covering required installation and testing for programmed activities including site specific quality control checklist for programmed activities.
Level 4	Besides meeting the “above Level 4” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has excellent knowledge of working with UPS installation systems and producing the required final product.
Level 5	In addition to the requirements of Level 5, the equipment proposals and ownership/provision arrangements are most likely to ensure a satisfactory project outcome. Equipment proposals and ownership/provision arrangements are most likely to ensure a satisfactory project outcome. Quality control report and material inspection traceability are site specific covering required inspection and testing of electrical standards. Supply quality inspection and test plan and control of corrections and non-conformances.

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final evaluation score.

The additional conditions of submission are:

H.2.4 Acknowledge addenda

Add the following paragraphs to the clause:

“Acknowledgement of receipt will be by the return of the relevant completed and signed portion of the addenda, to the address / fax number / email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive.”

H.3.11 Prohibition on awards to persons in the service of the state : Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

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

H.3.12 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. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager
Attention Ms S. Pillay
P O Box 1394
DURBAN
4000

eMail: Simone.Pillay@durban.gov.za

PART E2 : RETURNABLE DOCUMENTS

E2.1 : LIST OF RETURNABLE DOCUMENTS

E2.1.1 General

The submission document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The respondent is required to complete each and every Schedule and Form listed below to the best of his / her ability as the evaluation of submissions will be based on the information provided by the respondent. Failure to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the submission is not responsive

E2.1.2 RETURNABLE SCHEDULES, FORMS AND CERTIFICATES

Compulsory Enterprise Questionnaire
Certificate of Attendance at Clarification Meeting
Tax Compliance Status PIN / Tax Clearance Certificate
Contractor's Health and Safety Declaration
MBD 4 : Declaration of Interest
MBD 5 : Declaration For Procurement Above R10 Million
MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations (not applicable)
MBD 6.2 : Declaration Certificate For Local Production And Content (not applicable)
MBD 8 : Declaration of Bidder's Past SCM Practices
MBD 9 : Certificate of Independent Bid Determination
Joint Venture Agreements (not applicable)
Record of Addenda to Tender Documents (if applicable)

ELIGIBILITY

Declaration of Municipal Fees
Registration with Compensation Commissioner
CSD Registration Report
Verification of CIDB Registration and Status
Experience of Tenderer

TECHNICAL AND EVALUATION SCHEDULES

Experience of Tenderer
Proposed Organisation and Staffing
Key Personnel
Experience of Key Personnel
Construction Approach, Methodology and Quality Control
Plant and Equipment
Contractor's Health and Safety Plan
Joint Venture Agreements (Not Applicable)

E2.1.3 Preferential Procurement Schedules and Affidavits

In the event of the Tenderer not being registered with the eThekweni Municipality the following documents, available from the internet (www.durban.gov.za), must be completed and submitted prior to the submission of tenders:

- Application for Registration on the eThekweni Municipality Procurement Directory.
- Application for Targeted Enterprise Status.
- Women Equity Declaration Affidavit.
- Declaration for Black Business Enterprise / Woman Business Enterprise / SMME Status.

PART E2 : RETURNABLE DOCUMENTS

E2.2 : SUBMISSION SCHEDULES

Company Specific

Compulsory Enterprise Questionnaire
Certificate of Attendance at Clarification Meeting
Tax Compliance Status PIN / Tax Clearance Certificate
Contractor's Health and Safety Declaration
Certificate of Authority
Declaration of Municipal Fees
Compulsory Enterprise Questionnaire
Registration with Compensation Commissioner
Verification of CIDB Registration and Status
CSD Registration Report

Consolidated MBD Documents

MBD4 : Declaration of Interest
MBD5 : Declaration For Procurement Above R10 Million (not applicable)
MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations (not applicable)
MBD6.2 : Declaration Certificate For Local Production And Content (not applicable)
MBD8 : Declaration of Bidder's Past SCM Practices
MBD9 : Certificate of Independent Bid Determination
Joint Venture Agreements (if applicable)
Record of Addenda to Tender Documents (not applicable)

The submission schedules as listed in E2.1.2 above can be found on pages 21 to 56.

NOTE:

The Bill of Quantities are not required to be completed by the tenderer at this stage.

COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Complete or Circle Applicable
1.1	Name of enterprise	
1.2	Name of enterprise's representative	
1.3	ID Number of enterprise's representative	
1.4	Position enterprise's representative occupies in the enterprise	
1.5	National Treasury Central Supplier Database Registration number	MAAA
1.6	eThekweni Supplier Database: Reference number (PR), if any:	PR
1.7	VAT registration number, if any:	
1.8	CIDB registration number, if any:	
1.9	Department of Labour: Registration number	
1.10	Department of Labour: Letter of Good Standing Certificate number	
2.0	Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)	
	Full Name	Identity No.
2.1		
2.2		
2.3		
2.4		
3.0	Particulars of companies and close corporations	
3.1	Company registration number, if applicable:	
3.2	Close corporation number, if applicable:	
3.3	Tax Reference number, if any:	
3.4	South African Revenue Service: Tax Compliance Status PIN:	
4.0	Record in the service of the state (Insert on a separate page if necessary) Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:	

Ref	Description	Complete or Circle Applicable
<input type="checkbox"/>	a member of any municipal council	<input type="checkbox"/> a member of any provincial legislature
<input type="checkbox"/>	an official of any municipality or municipal entity	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/>	a member of the board of directors of any municipal entity	<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<input type="checkbox"/>	an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)	<input type="checkbox"/> an employee of Parliament or a provincial legislature
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder		Name of institution, public office, board or organ of state and position held
		Status of service (tick appropriate column)
		Current Within last 12 mths

5.0 Record of spouses, children and parents in the service of the state (Insert on a separate page if necessary)

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> a member of any provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> a member of the National Assembly or the National Council of Province |
| <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | <input type="checkbox"/> an employee of Parliament or a provincial legislature |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)
		Current Within last 12 mths

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order.
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

This is to certify that:

(tenderer name):

of (address):

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Name:

Signature: Signature:

Capacity: Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:

Name:

Signature:

Date:

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 form: **Compulsory Enterprise Questionnaire**.

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 (if any) has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHS 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS 1993 Construction Regulations 2014.

To that effect, a person duly authorised by the tenderer, must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

- 1 I, the undersigned, hereby declare and confirm that I am fully conversant with 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 the OHS 1993 Construction Regulations 2014.
- 2 I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- 3 I propose to achieve compliance with the Regulations by one of the following **(Tenderers are to Circle Applicable - Yes or No)**:

(a) From my own competent resources as detailed in 4(a) hereafter.

(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:

(c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- 4 Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) Positions to be filled by persons to be trained or hired:

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

- 5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
- 6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHS 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
- 7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
- 8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHS 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

*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 (if any) has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

MBD 4: DECLARATION OF INTEREST

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**¹.
- 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	Complete Item 1.1
Name of enterprise’s representative	Complete Item 1.2
3.2 ID Number of enterprise’s representative	Complete Item 1.3
3.3 Position enterprise’s representative occupies in the enterprise	Complete Item 1.4
3.4 Company Registration number	Complete Item 3.1 or 3.2
3.5 Tax Reference number	Complete Item 3.3
3.6 VAT registration number	Complete Item 1.7
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	
YES	NO

If yes, furnish particulars:

.....

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

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, **and that the requested documentation (if any) has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

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
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.0	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?	YES	NO
2.1	If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If YES, provide particulars.		
3.0	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?	YES	NO
3.1	If YES, provide particulars.		
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?	YES	NO
4.1	If YES, provide particulars.		

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 that the requested documentation (if any) has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

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.

- 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.

- 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?

- 4.3.1 If YES, provide particulars.

.....
.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES	NO
4.4.1	If 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, **and that the requested documentation (if any) has been included in the tender submission.**

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:	_____	_____

MBD 6.1: PREFERENCE POINTS CLAIM In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022) (Only Applicable at task level)

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.

1.3 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 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

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

80 / 20 Points System

OR

90 / 10 Points System

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

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

TABLE 1: Specific Goals for the tender and 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	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black). (refer to page 11 of document)	7.5	n/a		n/a
Ownership Goal: Gender (female). (refer to page 11 of document)	2.5	n/a		n/a
Ownership Goal: Disabilities. (refer to page 11 of document)	0	n/a	0	n/a
RDP Goal: The promotion of South African owned enterprises. (refer to page 11 of document)	10	n/a		n/a
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.
- 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:

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.

- 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.

- 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?

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

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

YES

NO

4.4.1 If 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, **and that the requested documentation (if any) has been included in the tender submission.**

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:

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NOTES

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

JOINT VENTURES AGREEMENTS (not applicable)

Joint Venture agreement and Power of Attorney Agreements to be attached here.

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD.No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*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 (if any) has been included in the tender submission.***

It is also confirmed that the requirements, as stated on the Addenda, have been complied with.

**NAME (Block
Capitals):**

Date

SIGNATURE:

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: to be completed by tenderer</u>											
Consolidated Account												
Electricity												
Water												
Rates												
JSB Levies												
Other												

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 are to be provided.
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

Tenderers are to 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.

*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 (if any) has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

REGISTRATION WITH COMPENSATION COMMISSIONER

The Occupational Injuries and Diseases Act (130 of 1993 as amended) (the Act) refers. A summary of the pertinent Clauses are listed below. The act is to be referenced for the full text of the clauses.

Clause 80: Employer to register with commissioner and furnish him with particulars

The Act requires that an Employer carrying out business in the Republic to register with the Compensation Commissioner. Any person who fails to comply with the provisions of the this clause is guilty of an offence.

Clause 82: Employer to furnish returns of earnings

The Act requires an Employer to furnish the commissioner with a return showing:

- The amount of earnings paid by him to his employees.
- Any further information as may be prescribed or as the commissioner may require.

Any Employer who fails to comply with the provisions of the this clause is guilty of an offence.

Clause 86: Assessment to be paid by an employer to commissioner

The Act states that an Employer will receive notices of assessment from the commissioner. The Employer must pay the commissioner the assessment amount on the notices.

Clause 89: Mandators and contractors

The Act requires a contractor (a person with a contract with a mandator) to register as an Employer in accordance with the provisions of the Act and pay the necessary assessments. Failing registration or payment of assessments, the mandator is required to pay the assessments in respect of the employees of the contractor. The mandator is allowed to recover the assessment amounts paid from the contractor.

The Department of labour issues contractors with a **Letter of Good Standing** if the contractor has complied with the requirement(s) of the Act and is in "good standing" with the Compensation Fund. Employers can check the validity of such Letters of Good Standing on the internet (<https://cfoonline.labour.gov.za/VerifyLOGS>).

Tenderers are to include, at the back of their tender submission document, a printout of their most recent Letter of Good Standing from the Department of Labour.

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 (if any) has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:


CSD REGISTRATION REPORT

The Conditions of Tender, Clause F.2.1: Eligibility, requires a tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury's CSD website at <https://secure.csd.gov.za/Account/Login>.

The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

	CENTRAL SUPPLIER DATABASE FOR GOVERNMENT	Report Date: <input type="text"/>	
		Report Ran By: <input type="text"/>	
CSD REGISTRATION REPORT			
SUPPLIER IDENTIFICATION			
Supplier number	<input type="text"/>	Have Bank Account	<input type="text"/>
Is supplier active?	<input type="text"/>	Total annual turnover	<input type="text"/>
Supplier type	<input type="text"/>	Financial year start date	<input type="text"/>
Supplier sub-type	<input type="text"/>	Registration date	<input type="text"/>
Legal name	<input type="text"/>	Created by	<input type="text"/>
Trading name	<input type="text"/>	Created date	<input type="text"/>
Identification type	<input type="text"/>	Edit by	<input type="text"/>
Government breakdown	<input type="text"/>	Edit date	<input type="text"/>
Business status	<input type="text"/>	Restricted Supplier	<input type="text"/>
Country of origin	<input type="text"/>	Restriction Last Verification Date	<input type="text"/>
South African company/CC registration number	<input type="text"/>		

Tenderers are to include, at the back of their tender submission document, a printout of their (full) CSD Registration Report.

*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 (if any) has been included in the tender submission.***

NAME (Block Capitals):

Date

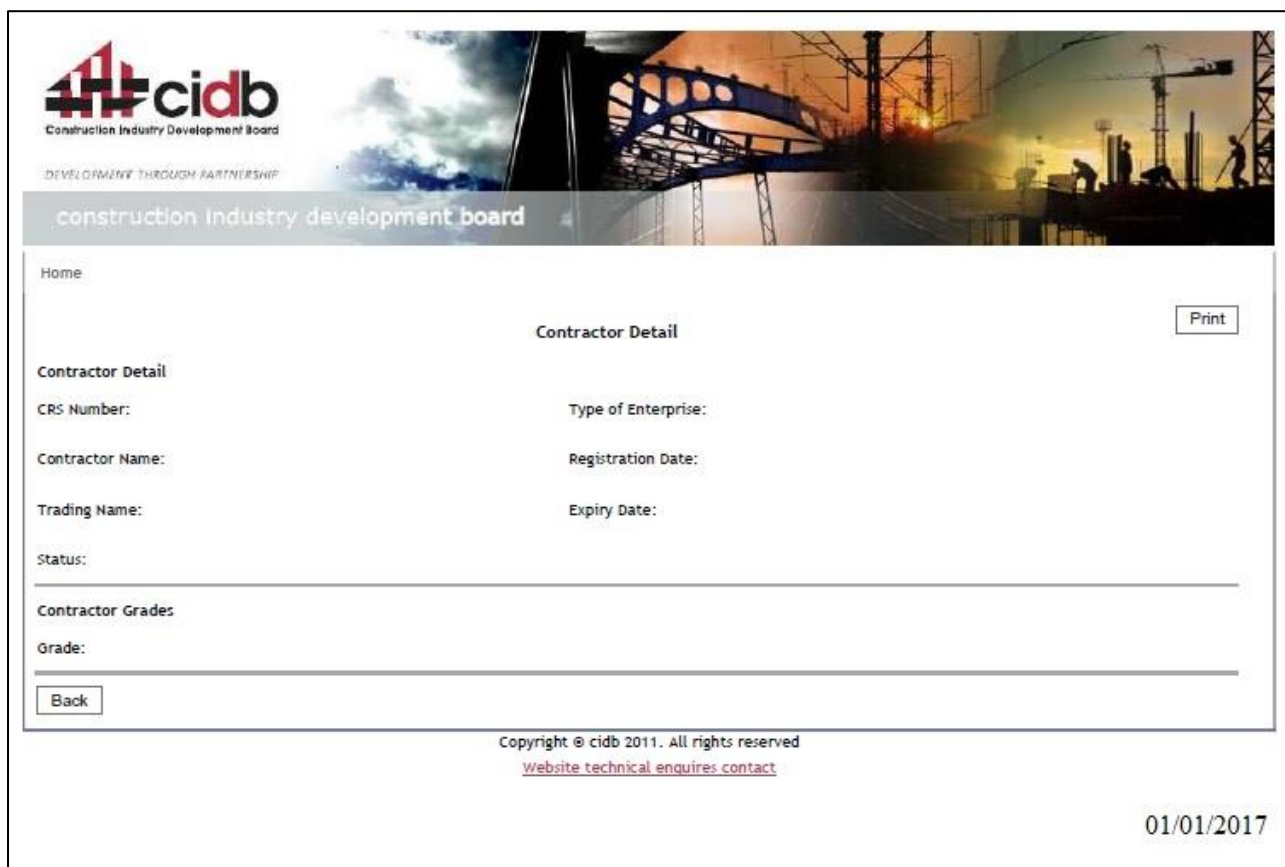
SIGNATURE:

VERIFICATION OF CIDB REGISTRATION AND STATUS

The Conditions of Tender, **Clause F.2.1.1: Eligibility**, requires a tenderer to be registered, as "Active", with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. The required class of construction work is specified in Clause F.2.1.1.

CIDB Registrations can be obtained from the CIDB website at <https://registers.cidb.org.za/PublicContractors/ContractorSearch>. The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.



The screenshot shows the CIDB (Construction Industry Development Board) website interface. At the top, there is a header with the CIDB logo and the tagline "DEVELOPMENT THROUGH PARTNERSHIP". Below the header, the text "construction industry development board" is displayed. The main content area is titled "Contractor Detail" and includes a "Print" button in the top right corner. The form contains the following fields: "CRS Number:", "Contractor Name:", "Trading Name:", "Status:", "Type of Enterprise:", "Registration Date:", "Expiry Date:", and "Contractor Grades". Below these fields is a "Grade:" field. A "Back" button is located at the bottom left of the form. At the bottom of the page, there is a copyright notice: "Copyright © cidb 2011. All rights reserved" and a link: "Website technical enquires contact". The date "01/01/2017" is printed in the bottom right corner.

Tenderers are to include, at the back of their tender submission document, a printout of their registration with the CIDB.

*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 (if any) has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

The following is a statement of works of similar nature (in relation to the scope of works) recently (within the past 10 years) executed by myself / ourselves.

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ARCHITECT OR ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PROPOSED ORGANISATION and STAFFING

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must attach his / her organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

I, the undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

KEY PERSONNEL

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Professional Electrical Technician or Higher Registered with ECSA, Installation Electrician and Electrical Trade Tested Artisan).

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Key Staff:		
Professional Electrical Technician or Higher Registered with ECSA – (only applicable to 2EB, 3EB and 4EB or higher)		
Installation Electrician (applicable to all grades)		
Electrical Trade Tested Artisan (applicable to all grades)		
Others:.....		
.....		

Note: CVs of key personnel may be requested during the contract period.

I, the undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

EXPERIENCE OF KEY PERSONNEL

The experience of assigned staff member in relation to the Scope of Work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the Professional Electrical Technician or Higher Registered with ECSA (applicable to 2EB, 3EB and 4EB or higher only), Installation Electrician and Electrical Trade Tested Artisan of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

- a) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

Note:

Where the staff proposed is not currently employed by the tenderer, a letter of intent to employ the individual, upon successful award of the contract, must be submitted with the CV.

I, the undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

EXPERIENCE OF KEY PERSONNEL (Continued...)

Tenderers to complete below curriculum vitae template by hand for all key staff:

I, the undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct

NAME : (Block Capitals)

CURRICULUM VITAE OF KEY PERSONNEL					
DESIGNATION:					
Name:			Date of birth:		
Profession:			Nationality:		
Formal Qualifications:					
	Qualifications	Name of Institutions / Training Centre		Year Obtained	
1					
2					
3					
4					
5					
6					
Professional Registrations/Designation:					
	Professional Registrations / Designation	Professional Body / Council		Registration Number	
1					
Name of Employer (firm):			Full Time:	Yes	No
Current Position:			Years of Experience:		
<u>Employment Record:</u>					
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
<u>Specific Experience Record Pertinent to Required Service, Value of Works and the duration per Projects Undertaken:</u>					
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

SIGNATURE :
(of person authorised to sign on behalf of the Tenderer)

DATE:

TECHNICAL IMPLEMENTATION METHODOLOGY & QUALITY CONTROL

Implementation Approach and Methodology

The construction approach and methodology must respond to the Scope of Work and outline the proposed approach to undertake the work showing a detailed plant equipment's, vehicles, key staff, reactive and proactive, reporting, including health and safety aspects to be used for the generator and electrical installation tender. This also includes training of the staff annual program.

Approach to the work

- The Tenderer shall describe concisely, step-by-step, its approach to the assignment. This description should include notes on the procedures and the number of staff to be employed for the work.
- The tenderer shall set out the information to be sourced from the client records in detail, as well as the time frames for its sourcing and allocation.
- The tenderer shall submit a draft schedule of activities for each building which is to include the proposed timeline for audit, implementation, and project completion.
- Tenderers must attach their approach papers to this page. The approach paper should not be longer than 6 pages

Quality Control

The quality control statement must discuss contractor work distribution procedures/strategies and turn-around time to complete works. Discuss what tests and control measures are to be employed on site to attain the specified results and the associated activities. Ascertain the reliability of materials to be SANS, South African Burro of Standards (SABS), International Standard Organisation (ISO) and OHSA compliant

The tenderer must attach his / her Construction Methodology and Quality Control information to this page.

I, the undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PLANT and EQUIPMENT (Only applicable at the task level)

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

- (a) Details of major equipment that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

CONTRACTOR'S HEALTH AND SAFETY PLAN

The detailed safety plan will take into consideration the site specific risks as mentioned under Part E.3.2: Project Specification. A generic plan will not be acceptable.

NAME

:

(Block Capitals)

SIGNATURE

:

DATE:

(of person authorised to sign on behalf of the Tenderer)

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with 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 the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:

Tenderers are
to Circle Applicable

- | | |
|---|---------------|
| (a) From my own competent resources as detailed in 4(a) hereafter: | YES NO |
| (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: | YES NO |
| (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter: | YES NO |

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) List the positions to be filled by persons to be trained or hired:

.....
.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

.....

.....

5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.

6. I confirm that copies of my company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.

7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.

8. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Client.

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

PART E3 : INDICATIVE SCOPE OF WORK

		<u>PAGE</u>
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E3.3	STANDARD SPECIFICATIONS	65
E3.4	PARTICULAR SPECIFICATIONS	68
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E3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT

E3.1.1 Client's / employer's objectives

The eThekweni Municipality has identified the need to appoint through the framework panel a list of service providers to Supply, delivery, installation, and commission UPS for Council buildings.

E3.1.2 Description of Works

Tenders are hereby invited to tender for the Framework Contract to conduct the UPS design, specification supply, delivery, installation, testing and commissioning within the eThekweni Municipality.

E3.1.3 Description of Site and Access

The site is in all wards within eThekweni Municipality (**Ward No. 00**).

E3.1.4 Nature of Ground and Subsoil Conditions

To be confirmed as per Task order

E3.1.5 Programming of Works

The contractor shall programme the identified works in terms of the Service Level Agreement (e.g. works order detailed progress report after 12 hours) and ensure all works orders are undertaken within the three (3) financial years.

The contractor shall programme the identified works so as to ensure that the full scope of the works are undertaken and completed within 30 working days

E3.1.6 Key Personnel

Due to the nature of the programme, key personnel allocated must have sufficient skill and competency to implement the work; personnel must further be able to project manage and including being able to deal with socio-economic and related conditions arising from such works.

E3.1.7 Co-operation with other services providers / Stakeholders

In undertaking the works, the appointed contractor will be required to work closely with, but not limited to:

- Employer's Departmental representative, (such being determined based on the scope of works and

- responsible department);
- Ward councillor
- Business Interest Groups
- Materials and equipment suppliers

E3.1.8 Quality Management

The contractor shall be fully responsible for the management of all sub-contractors appointed. The contractor shall therefore ensure that a suitable quality monitoring process is in place for each element of the works and that the appointed sub-contractors is conversant on the requirements thereof.

The Contractor shall keep relevant records of all tests and inspections undertaken and will be responsible for submission of all test results as may be required in terms of the Project Specification.

E3.1.9 Limitation on Designs

It must be noted that detailed scope and associated designs for works required may not be available at time of award of task order. The contractor must therefore have sufficient competency to determine and implement site-based solutions using best practice principles and accepted norms and standards.

E3.1.10 Management Meetings

Requirements for management meetings will be specified upon commencement of the project; monthly management meetings will be held with the Employer, Programme Manager, Consultant and Contractor. Such will be held at venues provided by the Employer or Programme Manager.

The Contractor shall report on the over-all progress of the contract to date and task order specific issues requiring further Client engagement will be addressed at the above meeting.

Site meetings, as and where necessary, will be held specific to each task order awarded. So far as reasonably possible, site and task order specific issues are to be resolved at site meetings. Items/issues that cannot be resolved by the parties at these meetings may be escalated to the management meeting.

E3.1.11 Payment Certificates

The Contractor will submit a proforma invoice to the EBS representative for processing. The pro-forma invoice will be inspected by the employers Works Controller and when approved, the contractor will be advised to submit a Tax Invoice with supporting documents (e.g. CoC, Technical Report, Photo before and after) for order of payments.

E3.1.12 Description of the Framework Process

The Employer will enter into a number of Contracts with Contractors following a functionality selection process, for services for a term of three (3) years.

A Unit or Department of the Employer requiring services falling within the scope of a Tender Contract, may, following

the preparation of a Task Order (see Annexure C3.5.5) in accordance with the Employer's procurement procedures open competition amongst all Contractors, and who are eligible in terms of their CIDB grading (as determined by the agent's Task Order estimate), by inviting all such Contractors to submit quotations for a Task Order in terms of standardised documentation approved by the Bid Specification Committee and in accordance with the Tender Contract.

The value of works Task Orders will vary according to the scope of works included within and will be within the following **CIDB 1EB, 2EB, 3EB and 4EB or Higher** contractor grading categories.

E3.1.13 Task Order Process

Calls for quotations (C.) shall be invited via email for scope clarification/ briefing and issuing of Task Order as applicable for class EB scope of works. The Task Order will be out on tender for a duration of two weeks and should be returned to City Engineers, ground floor, foyer, SCM tender box. The Task Order will be evaluated in accordance with SCM process from BEC and BAC up to issuing of letter of award by City Manager. The most responsive tenderer will be awarded the Task Order on provision that their compulsory MBDs are in order.

Contractors can only be issued with Task Orders to provide the services within the term of the Tender Contract. Task Orders may, however, have a completion date which extends beyond the term of the Tender Contract.

The Task Orders shall indicate who the Employer's Agent is. The Employer's Agent is fully empowered to act on behalf of the Employer for the services covered by the Task Order. The Employer's Agent will accept, or not accept, the Contractor's assessment of the amount due in terms of the contract.

The Task Orders will provide details of the precise nature of the services required and any task specific requirements. Additional Quality Criteria relevant to nature of the services required may be included in the call for quotations for a Task Order. Values of Task Orders will be determined by the scope of the works.

If the value of works is anticipated to be R10 million (VAT inclusive) and above will go out to tender and it will not follow the task order route.

Contractors will not be eligible to tender for further Task Orders until the value of remaining work issued under prior Task Order(s), is less than 200% of the upper limit value of their CIDB grade.

E3.2 PROJECT SPECIFICATIONS (applicable at the tender stage)

PREAMBLE

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

E3.2.1 GENERAL

This framework panel covers the design, specification, supply, delivery, installation, testing and commissioning of new UPS.

E3.2.2 New Uninterrupted Power Supply (UPS)

The Contractor shall supply, deliver to site, off-load at site, install, commission and hand over in first class working order of a complete Uninterrupted Power Supply (UPS) and all ancillary equipment necessary to comply with the requirements of this specification. The UPS system shall be designed to interface and operate with power generator to maintain an uninterrupted electricity supply in the event of utility AC mains failure.

Comprehensive brochures and a detailed parts list must be included in the submission. Any deviation from the submitted parts list will not be accepted unless authorised in writing by the Municipality or their appointed representative.

E3.2.3 Electrical Installation Reticulation

A 4-core low voltage cable will be used to connect the generator to the changeover and the mains supply to the changeover.

E3.2.4 Earthing

The Contractor shall supply and install a Bare Copper Earth Wire around the standby diesel generator plinth complete with electrodes, buried in the ground.

The Contractor shall test the continuity of joints on all earthing points.

E3.2.5 Delivery

The price quoted shall allow for delivery to site within 8 weeks on receipt letter of work order. The price shall allow for all rigging required for placement in position

E3.2.6 Availability and Penalties

The offers must clearly indicate availability of units or, where not in stock, delivery lead times from date of confirmation of order.

E3.2.7 Maintenance

The standard minimum 12 months guarantee on equipment and workmanship shall apply.

The backup services require a maximum one (1) hour response time in the event of a fault. Should the successful supplier not be able to do so, the cost of repair / maintenance services will be for their account.

E3.2.8 Documentation to be Submitted with Tender (applicable at the tender stage)

The tender submission must include the following documentation for the offer to be considered responsive:

- a.) Equipment Brochures and Guarantees
- b.) EU Emissions Certification
- c.) Correctly Completed Form of Tender
- d.) Correctly Completed Form of Guarantee
- e.) Completed Priced Bill of Quantities
- f.) Original Tax Clearance Form
- g.) Letter of Good Standing from the Department of Labour
- h.) BBBEE Certificate by a SANAS Approved Verification Agency
- i.) Certificate of Applicable Exchange Rate and Imported Values

E3.2.9 Completion of All Works

The successful tenderer shall complete the whole of the works as specified to the satisfaction of the Engineer and Client Representative within the timeframe required in the letter of award, as discussed and agreed before award.

E3.2.10 Inspection and Testing

On completion, the Electrical Contractor shall carry out his own testing to ensure that the installation complies with the "Code of Practice for the Wiring of Premises" (S.A.B.S. 0142-1993) read in conjunction with "Electricity supply Bylaws" and the detailed requirements as set out in this specification.

The Electrical Contractor shall test the installation in the presence of the Engineer and Client Representative.

NOTE: A Certificate of Compliance shall be completed by the Electrical Contractor and submitted to the Engineer.

E3.2.11 New Uninterrupted Power Supply (UPS) ((applicable at the tender stage)

1 System Description

- 1.1 The UPS system shall be of the industrial **transformer based** type. The isolation transformer should be housed with the UPS cabinet.
- 1.2 The UPS system shall be of double conversion type conforming to the latest revision of IEC 62040-3.
- 1.3 The UPS system shall be designed to interface and operate with power generators to maintain an uninterrupted electricity supply in the event of utility AC mains failure.
- 1.4 An automatic static transfer switch shall be provided to automatically transfer the critical load from the UPS output to utility AC mains in the event of a UPS fault.
- 1.5 A manual bypass switch shall be provided to manually transfer the critical load from the UPS output to utility AC mains during maintenance.
- 1.6 The placement of parts and terminals shall be such that they are accessible for circuit checking, adjustment and maintenance without the removal of the adjacent module or assembly.
- 1.7 Service and maintenance of UPS shall not be restricted by proprietary software or external interface devices. Any qualified factory trained personnel shall be capable of performing maintenance or repairs to the UPS system.

2 Service Conditions

- 2.1 The UPS system shall be designed to operate when subjected to the following service conditions:

Table 1: Service Conditions

Climate	humid, salt laden and subtropical
Altitude	from sea level to 1 000 m
Ambient temperature	from -5°C to 75°C
Maximum relative humidity	95%
Pollution type	Marine and industrial pollution
System frequency	50 Hz
System neutral earthing	Solidly

3 **Standards**

- 3.1 The UPS system shall be designed, manufactured and tested in accordance with the latest revision of the standards in Table 2.

Table 2: Normative References

ISO 9001:2008	Quality Standard
ISO 14001:1996	Environmental Standard
IEC 62040-1-1	General and safety requirements for UPS used in operator access areas
IEC 60950	Safety of information technology equipment
IEC 62040-3	Method of specifying performance and test requirements
IEC 62040-2	EMC Standard

4 **Modes of Operation**

4.1 **Normal Mode**

- Under normal operation, the rectifier/charger unit shall convert the incoming AC mains power supply to DC power.
- The rectifier/charger unit output shall feed the inverter and charge the batteries simultaneously. The inverter shall convert the DC power into AC power and feed the critical load.

4.2 **Discharge Mode**

- Upon failure of the incoming AC mains supply or the incoming AC mains supply voltage violates tolerance limits, the inverter and batteries shall continue to supply power to the critical load without interruption or disturbance.
- Alarm indications shall be provided to indicate the failure of AC mains supply. Such alarm shall be active when the UPS system is in discharge mode.
- A "battery low" alarm shall be active when batteries reach a cut-off voltage and nearly drained to depletion. At this point, the UPS system shall automatically switch to bypass mode.

4.3 **Bypass Mode**

The UPS system shall transfer the critical load to the incoming AC mains supply thus bypassing the rectifier/charger unit, batteries and inverter without any interruption under the following conditions:

- Malfunction or failure of any modules of the UPS system
- The batteries are drained to near depletion
- Overheating
- Overload
- Load current transients (inrush or fault currents)

5 **Power Quality Requirements**

- 5.1 The UPS system shall conform to the power quality requirements tabulated in Table 3 and 4. Where standards are referenced, the latest revision of those standard shall be applicable.

Table 3: UPS Input Power Quality

Nominal voltage	400V 3 Phase
Frequency	50Hz $\pm 5\%$
Phase Balance	The ratio of negative to positive sequence components shall not exceed 5% as stipulated in
Voltage variations	$\pm 20\%$ of nominal rated voltage
Inrush current	Limited by soft start
Power factor	>0.99 at 100% load
Input Voltage Distortion	Input voltage distortion $D \leq 0.08$. Sine wave $<5\%$ THD.

Table 4: UPS Output Power Quality

Output rating	Parallel redundant UPS continuously rated at 250KVA
Voltage	400V, three-phase, 4-wire-plus ground.
Voltage regulation	Static $\pm 1\%$, dynamic $\pm 5\%$ dynamic
Frequency regulation	50 Hz $\pm 0.1\%$ (Free running)
Voltage distortion	$\pm 2\%$ total harmonic distortion (THD) maximum, 100% linear load $\pm 3\%$ total harmonic distortion (THD) maximum, 100% non-linear load (IEC 62040-3)
Load power factor	120 ± 1 degree
Crest factor ratio	3:1
Load unbalance	All 3 inverters phases shall be regulated independently
Overload capability	125% Load – 10 min 150% Load – 60 sec
Ripple Voltage	$\pm 1\%$ RMS, 0 – 100% restrictive load
Transient recovery time	To within 1% of steady state output voltage within 20ms
Protection	Electronic current limiting.
Output waveform (Inverter)	Sinusoidal

6 UPS Efficiency

- 6.1 In effort to reduce the Total Cost of Ownership (TCO) over the lifetime of the UPS system, the overall efficiency shall not be less than the figures shown in Table 5.

Table 5: UPS System Efficiency

UPS rating	Load %			
	100%	75%	50%	25%
100KVA -250 kVA	93%	94%	94%	93%

7 Batteries

- 7.1 Each battery pack shall be 10-year design life, maintenance free type conforming to IEC 60896-22.
- 7.2 The batteries shall be equipped with safety vent caps to prevent internal cell explosions caused by internal pressure developed during battery discharge or recharge
- 7.3 The battery system shall be capable of providing standby power for 15 minutes at full rated load and 0.9 power factor.
- 7.4 The battery backup time may be asked to be demonstrated with a load bank at the supplier's expense.
- 7.5 A fully discharged battery shall be capable of being recharged to 80% of the UPS output capacity within a maximum period of two hours and to 90% of the UPS output capacity within a maximum period of four hours.
- 7.6 The UPS unit is to come standard with a battery monitoring system. The battery monitoring system shall be capable of performing the following tests.
- Battery circuit test every 12 hours.
 - Partial discharge every three months.
- 7.7 Circuit breakers shall be provided to isolate the batteries from the rectifier/charger unit and the inverter unit of the UPS system.

8 Protection

- 8.1 The UPS system shall have regulating and self-protection functions against the following conditions:
- Overvoltage
 - Power line surges
 - Under voltage and overcurrent introduced by the incoming AC mains supply
 - Overvoltage and voltage surge introduced at the output terminals by parallel sources, load switching, and circuit breaker operation in the distribution system.
 - Sudden changes in the output load and short circuits at the output terminals
- 8.2 The UPS system shall be equipped with facilities to prevent back-feed to the input terminal causing hazards to the operating or maintenance personnel.
- 8.3 Thermostats shall be provided to monitor the temperature of the UPS system and the batteries. The UPS system shall automatically transfer the load to the bypass source via the static bypass switch without power interruption in case high temperature alarm is detected. The threshold of the high temperature alarm shall be configurable.
- 8.4 The UPS system shall be equipped with an emergency shutdown switch. When the emergency switch is activated, the UPS system input, output and battery circuit breakers shall open, and the UPS system shall be completely isolated from all source of power. The emergency shutdown switch shall be protected with a cover to prevent accidental shutdown.

9 Status Alarm and Measurement Display

- 9.1 Each UPS module shall have a designated status/alarm and measurement display panel positioned on the front door of the system cabinet. The alarm indicator shall consist of the following:
- Battery-Low
 - Inverter Off
 - Short Circuit
 - Overload
 - By-pass
 - Charger Off
 - Charging fault
 - High temperature
 - Mains fault
 - Load on automatic bypass
 - Overload
 - Battery-fault
- 9.2 The alarm display consists of the following
- Mains frequency
 - Output frequency
 - Mains voltage on all three phases
 - Inverter voltage on all three phases
 - Load current on all three phases
 - Output power factor
 - Battery voltage
 - Backup time remaining
- 9.3 The UPS system shall be accompanied by sufficient built-in diagnostic aids to facilitate troubleshooting, maintenance and circuit calibration.
- 9.4 The UPS system shall provide voltage-free dry contacts for critical alarm statuses.
- 9.5 The UPS system shall be accompanied by an SNMP card for connection to the current **monitoring system**.

10 Automatic and Manual Bypass Switch

- 10.1 The automatic bypass switch shall be equipped to provide uninterrupted transfer of the load to the bypass source automatically when a malfunction or overload occurs in the UPS.
- 10.2 The manual bypass switch shall be equipped to provide uninterrupted transfer of the load to the bypass source automatically when maintenance is carried out on the UPS system.
- 10.3 The transfer shall be performed on a “make-before-break” basis such that the bypass switch is closed before the interrupter and/or the output circuit breaker is tripped open.
- 10.4 If the automatic transfer of load to the bypass source is the result of an overload, then when the load is removed, the load shall be transferred back to the inverter automatically.

11 Ventilation

- 11.1 Adequate force air cooling by sufficiently rated ventilation fans shall be installed to ensure that all components operate within their environmental ratings.
- 11.2 The power input to the ventilation fans shall be connected to the output of the UPS system, as one of the load such that continuous power supply to the ventilation fans shall be maintained at all times under different operating modes.

12 Power Cables and Earthing

- 12.1 All cabinet(s) shall be solidly bonded to earth using an adequate section of cable or bus bar.
- 12.2 The conductors shall be of high conductivity copper wire in compliance with IEC 60228.
- 12.3 The insulation shall not breakdown when spark tested in accordance with BS5099.
- 12.4 The cables shall be flame retardant and shall comply with the IEC 60332-1 and 60332-3.

13 Reliability and Availability

- 13.1 The UPS shall be designed for continuous reliable operation. All system components including the rectifier/charger unit, inverter unit, bypass switch, batteries and cables shall have a proven serviceable life of at least 10 years.
- 13.2 The inability to perform a required function, the occurrence of unexpected action by equipment, or the degradation of performance to below the required specification shall be considered as a failure.
- 13.3 The Mean-Time-Between-Failure (MTBF) shall be the average operating time accumulated by the total population of identical items in the UPS system between failures.
- 13.4 There should be a proven install base of similar size UPS in the same make and range in the Ethekweni area with a proven track record..

14 User Documentation

- 14.1 The specified UPS system shall be supplied with one (1) user's manual. The manual shall include:
 - a) The general arrangement of the UPS showing dimensions and weight.
 - b) A user operating instructions.
 - c) Single line schematic diagram with a functional description of the equipment.
 - d) Installation drawing along with recommended cable and protective device sizes.
 - e) Safety and maintenance guidelines.

15 After Sales Services

- 15.1 The UPS manufacturer shall warrant the UPS system, including the batteries, against defects in material and workmanship for 12 months from the date of commissioning. The warranty shall provide free replacement of parts and onsite labour. There must be at least 2 factory trained technicians living in the area to guarantee a one hour response time and 24 hour backup availability.

E3.3 STANDARD SPECIFICATIONS

E3.3.1 The Specifications on which this contract is based are the **SANS10142-1**. This document is obtainable separately, and Tenderers shall obtain their own copies at their own cost.

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract and are available on web address:

<ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

E3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS (None)

ELECTRICAL WORK

1. General

This Specification defines the general conditions and technical standards to be employed in the electrical installation to be installed at multiple eThekweni Municipality buildings.

Hereinafter where the term Engineer is used it shall mean the the authorised representative of the Electrical Building Services of the Architecture Department. Where the term Electrical contractor or The Contractor is used, it shall mean Contractor appointed in terms of this contract. The terms Contract, Work, Works or Installation shall mean the Contract works specified in this contract.

The Electrical Contractor shall carry out the complete works in accordance with the Specification, and shall provide and install all items necessary for the proper functioning of the installation, even though such items may not be specifically referred to in the Specification.

2. Documents

The complete installation shall comply with the requirements of this Specification. Should any part of this Specification not be clear, the Engineer should be contacted for clarification.

The Tenderer shall, at all times of tendering, draw the Employer's attention to any omission or discrepancy in the specification and request clarification of details and responsibilities.

It is the responsibility of the Tenderer to ensure that all quotations obtained from the manufacturers and suppliers are complete in their entirety and must include all equipment and accessories necessary for compliance with the current practice and the efficient and proper functioning of the installation.

If any such items of equipment, brackets and accessories, etc., have been omitted from a supplier's quotation, or incidental work is necessary, the Tenderer must include for all such items and work in the tender.

3. Compliance with Regulations

The entire installation shall be completed to the satisfaction of the Engineer and shall be carried out in accordance with the following:

- a) The current edition of Code of Practice for the Wiring of Premises as issued by the South African Bureau of Standards (SANS 10142)
- b) The current S.A.N.S. and B.S. regulations/specifications

- c) The Standard Electrical Specification included in this document.
- d) The Occupational Health and Safety Act No. 85 of 1993.
- e) The Municipal by-laws and any special requirements of the Supply

No breaches will be accepted on account of lack of knowledge of such specifications or regulations.

4. Standard of Workmanship

All work covered by this specification shall be carried out by a registered electrical contractor, in accordance with the conditions in clauses set out in the preamble. Where any aspect of the work is not specifically mentioned in these clauses, the "Code of Practice for the Wiring of Premises" (S.A.B.S. 0142-1993) as published by the Council of the South African Bureau of Standards, shall apply.

Workmanship shall be of a high standard and all tubing and wiring shall be carried out by the Licensed Electrical Wireman assisted by competent employees. The Engineer may, at any time during the course of construction reject any work which is not carried out to his satisfaction, and it shall be brought up to standard at the expense of the Electrical Contractor.

On completion of the works, the Engineer shall be contacted in order that a detailed inspection may be made, to determine whether the quality of workmanship has been satisfactorily carried out.

The Electrical Contractor shall at all times be responsible for the quality of materials and workmanship in his contract.

5. Quality of Materials

All materials and fittings used shall be approved and conform to those specified in the schedules of this specification. Any variance from these standards will not be allowed except, with written consent of the Engineer.

In all cases, reference shall be made to the relevant S.A.B.S. specifications where such specifications apply and are available for general application.

The Electrical Contractor shall place orders for specified materials and equipment promptly upon being awarded the contract. No excuse or proposed substitution will be considered for materials and equipment due to unavailability unless proof is submitted that firm orders were placed within 14 days of the contract being awarded.

Delay in the works owing to non-delivery of materials will be considered as a cause for delay in completing the contract works.

The Electrical Contractor, shall if called upon to do so, submit samples of materials, equipment or individual components for examination or testing to the Engineer and/or other parties as instructed.

6. Supervision of Contract

The Electrical Contractor shall employ on the building at all times a competent foreman or chargehand and any instruction given him by the Engineer shall be deemed to have been given to the Electrical Contractor, except where such instructions or information herein mentioned or inferred as having to be given in writing.

7. Progress of Work

On acceptance of a tender the work shall be put in hand immediately and a sufficient number of workmen and assistants employed to ensure work progresses.

If, in the opinion of the Engineer the work is being unduly delayed the Electrical Contractor shall, upon being called upon to do so, increase the number of men employed to promote that rate of progress to the required extent.

8. Discrepancies

Should there appear to be any discrepancy, or lack of agreement in respect of description, dimensions or quantities between various documents, the matter shall be referred by the Electrical Contractor to the Engineer for decision.

9. Contingencies

Where a contingency sum is included in the Form of Tender, this shall be expended only on written instructions from the Engineer. The contingency sum shall be deducted from the final account in which all variations will be fully detailed.

10. Variation

The Electrical Contractor shall be responsible for seeing that he is issued with variation orders during the progress of the work, as claims for extras will not be recognised after completion of the contract unless the corresponding variation orders have been issued during the course of the works. Such variation orders shall be priced by the Electrical Contractor within seven (7) days of the date of issue and forwarded to the Engineer.

At the time of the award of the contract for the electrical installation, the successful Electrical Contractor shall supply a list of rates for materials and labour for the calculation of additions and omissions.

Unless otherwise stated by the Electrical Contractor, the schedule of minimum rates for additions and/or omissions as laid down by the "Electrical Contractors Association (Natal Branch)" shall apply.

11. Site Meetings

Site meetings may/will be held during the course of the contract. Such meetings shall be convened by the Engineer at a time to be determined after the awarding of the contract. The Electrical Contractor, or his representative, may/will be required to attend all such meetings, in addition to normal visits to the site as arranged with the Engineer.

12. Handing Over of Works

The whole of the installation carried out under this contract shall be handed over in full working order. No portion of the installation will be accepted until it has satisfactorily passed tests to the satisfaction of the Engineer or his/her representative.

E3.4 PARTICULAR SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

E3.4.1 Proof of compliance with the law

The Contractor shall ensure full compliance with all applicable laws for the duration of the Contract; such requirement shall extend to all sub-contractors appointed by the Contractor. The Contractor shall further ensure compliance with gazetted labour rates for the duration of the contract

E3.4.2 Guarantee

The whole of the installation carried out under this contract shall be guaranteed for a period of 12 months from the date of completion and any faults or defects in materials or workmanship shall be made good free of charge during such period.

E3.4.3 ANNEXURES

- E3.4.2 CONSULTANT PERFORMANCE REPORT (annexure A)
- E3.4.4 CERTIFICATE OF LIABILITY (Annexure B)
- E3.4.5 37.2 Agreement in terms of Occupational Health and Safety Act No. 85 of 1993 (5 Pages)
- E3.4.6 COVID 19 Health & Safety Specification (8 Pages)
- E3.4.7 Generator Specification (14 Pages)
- E3.4.8 Draft template for the Bill of Quantities (Tenders are not required to complete the BOQ at this stage) (50 Pages)
- E3.4.9 Task Order Sample (40 Pages)
- E3.4.10 Preliminary Programme (not applicable at this stage)

NB: There is no guarantee of any work described herein being outsourced and/or awarded. Services will be rendered as and when required.

SERVICE PROVIDER'S PERFORMANCE REPORT

ANNEXURE A

Scope of Work (Building)
.....

Architecture Department Job Ref : Appointment Date :
.....

SERVICE PROVIDER'S PARTICULARS

EMPLOYER'S AGENT PARTICULARS

Name :

Agent :

Tel :

Email :

Name :

Tel :

Email :

Performance Area				Evaluation to arrive at a rating (tick or check appropriate box and fill in value in brackets in rating column)			
Description	Weighting (1)	Rating (2)	Score (1)x(2)	Unsatisfactory (-1)	Acceptable (0)	Good (1)	Superior (2)
Time management <i>Note : A Key Date is the date by which work is to meet a condition. Key Dates are included in the Appointment Letter issued to a Service Provider, and include any further agreed Key Dates, which shall be recorded in writing.</i>	0,25			<input type="checkbox"/> Few or no Key Dates are met. Programme of dates and delivery repeatedly not adhered to.	<input type="checkbox"/> Most Key Dates are met. All deliverables submitted not later than 2 weeks after Key Dates, and in the case of urgent work 1 week.	<input type="checkbox"/> All Key Dates are met. All deliverables submitted by Key Dates.	<input type="checkbox"/> All Key Dates surpassed. Timely submission of all deliverables ahead of Key Dates.
Standard of Service <i>Note : The expected quality of work spans the whole scope of works.</i>	0,30			<input type="checkbox"/> Significant defects encountered.	<input type="checkbox"/> Very minor defects encountered.	<input type="checkbox"/> No defects encountered.	<input type="checkbox"/> No defects encountered or rework and quality above expectations.

Performance Area				Evaluation to arrive at a rating (tick or check appropriate box and fill in value in brackets in rating column)			
Description	Weighting (1)	Rating (2)	Score (1)x(2)	Unsatisfactory (-1)	Acceptable (0)	Good (1)	Superior (2)
Deployment of Staff <i>(Person(s) carrying out the survey)</i>	0,15			<input type="checkbox"/> Staff had gaps in competence and experience.	<input type="checkbox"/> Balanced staff complement with suitable experience.	<input type="checkbox"/> Competence and experienced staff that improved outputs of the survey.	<input type="checkbox"/> Competence and experienced staff that added significant value to the outputs of the survey.
Co-operative Relationships <i>(Communication and problem solving)</i>	0,15			<input type="checkbox"/> Struggled to communicate.	<input type="checkbox"/> Communicated issues coherently and within reasonable time frames.	<input type="checkbox"/> Communicated issues promptly and succinctly.	<input type="checkbox"/> Communicated issues promptly and succinctly, focusing on the critical issues.
	0,15			<input type="checkbox"/> Struggled to resolve issues.	<input type="checkbox"/> Resolved issues with some difficulty.	<input type="checkbox"/> Resolved issues with little difficulty.	<input type="checkbox"/> Proactive in resolving issues through open and effective communication.
TOTAL SCORE							

Performance Area				Evaluation to arrive at a rating (tick or check appropriate box and fill in value in brackets in rating column)			
Description	Weighting (1)	Rating (2)	Score (1)x(2)	Unsatisfactory (-1)	Acceptable (0)	Good (1)	Superior (2)
Time management <i>Note : A Key Date is the date by which work is to meet a condition. Key Dates are included in the Appointment Letter issued to a Service Provider, and include any further agreed Key Dates, which shall be recorded in writing.</i>	0,25			<input type="checkbox"/> Few or no Key Dates are met. Programme of dates and delivery repeatedly not adhered to.	<input type="checkbox"/> Most Key Dates are met. All deliverables submitted not later than 2 weeks after Key Dates, and in the case of urgent work 1 week.	<input type="checkbox"/> All Key Dates are met. All deliverables submitted by Key Dates.	<input type="checkbox"/> All Key Dates surpassed. Timely submission of all deliverables ahead of Key Dates.
Standard of Service <i>Note : The expected quality of work spans the whole scope of works.</i>	0,30			<input type="checkbox"/> Significant defects encountered.	<input type="checkbox"/> Very minor defects encountered.	<input type="checkbox"/> No defects encountered.	<input type="checkbox"/> No defects encountered or rework and quality above expectations.

Performance descriptor (based on total score) (Check or tick appropriate box)

- ☐ poor < -0,5
- ☐ adequate > -0,5 to 0,5
- ☐ good > 0,5 to 1,5
- ☐ excellent > 1,5

.....
 Signature of Employer's Agent

.....
 Date

CERTIFICATE OF LIABILITY

ANNEXURE B

1. I hereby undertake to render services described as :

to the Architecture Department, eThekweni Municipality in accordance with the requirements and directives set out in the invitation to quote.

I undertake to complete the services described at the price quoted, which remains binding on me and open for acceptance by the Architecture Department for a period of ____ weeks, calculated from the closing date of the bid.

2. I accept that I will be liable and responsible for any errors and / or deficiencies relating to the service provided, inclusive of the use made of such service.
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT).....

CAPACITY.....

SIGNATURE.....

NAME OF FIRM.....

DATE.....

WITNESSES

1

2

DATE: