



CLUSTER
TRADING SERVICES
UNIT
ELECTRICITY
DEPARTMENT
TECHNICAL SUPPORT

PROCUREMENT DOCUMENT
GOODS/SERVICES

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

Tender No: E.9822

Title: SUPPLY, DELIVERY AND OFF-LOADING OF TESTING AND EARTHING EQUIPMENT DURING A 36 MONTH PERIOD

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: There will be no clarification meeting.

Queries can be addressed to: **Email queries to be submitted by 25 May 2023 and consolidated questions and answers will be uploaded by 01 June 2023**

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

Technical: Mavuso Shabalala; Tel: 031 311 9855; eMail: mavuso.shabalala@durban.gov.za

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than:

Closing Date: Friday, 09 June 2023

Time: 11:00am

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: TECHNICAL SUPPORT

Issued: May 2023

Document Version: 24/02/2023

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES/NO
(circle applicable)

PROCUREMENT DOCUMENT (Goods/Services)

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SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITYTENDER No.: **E.9822**DESCRIPTION: **SUPPLY, DELIVERY AND OFF-LOADING OF TESTING AND EARTHING EQUIPMENT DURING A 36 MONTH PERIOD**CLOSING DATE / TIME: **Friday, 09 June 2023 at 11:00am**

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

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

Electronically downloaded documentation should be printed by the tenderer.

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

Registration on the **eThekwini Municipality's Database** can be done via website: <https://ethekwinivendor.durban.gov.za/>

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

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

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

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

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

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

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

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

-

-

Cell phone Number:

Facsimile Number:

Circle Applicable

Is your entity registered on the **eThekweni Municipality's supplier database?**

YES / NO

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

PR

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?**

YES / NO

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

MAAA

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

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

.....

Has a **Declaration of Municipal Fees** been submitted?

YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted?

YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?

YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted?

YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?

YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?

YES / NO

Are you the accredited representative in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission.

YES / NO

Signature of Tenderer: Date:

Name / Surname: (in block capitals)

Capacity under which this tender is signed:

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

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SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

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

2. CONDITIONS OF TENDER & CONTRACT

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

Complete Acceptance of Conditions

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

3. TENDER INFORMATION

(1) General

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

(2) Obtaining Tender Documentation

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

(3) Queries Relating to this Tender

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

(4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the ***SCT***.

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

(5) Closing Date and Delivery of Tender Submissions

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

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

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

(6) Tender Validity and Withdrawal of Tenders

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

4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES

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

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

(5) Municipal Bidding Documents (which includes):

- (a) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the *Municipality* involved in the evaluation process.
Regulation 44 of the Supply Chain Management Regulations states that a *Municipality* or *Municipal Entity* may not make any award to a person:
 - (i) Who is in the service of the state;
 - (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
 - (iii) Who is an advisor or consultant contracted with the *Municipality* or *municipal entity*.
Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the *Municipality* shall have the right to terminate the contract with immediate effect.
- (b) **MBD 5: Declaration for Procurement Above R10 Million (if applicable):** For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.
The *Municipality* reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the *Municipality*.
- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

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

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

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

(b) Signing of Official Tender Form

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

(c) Authority of Signatory

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

(d) Differences or Discrepancies

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

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

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

6. SAMPLES

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

7. MANUFACTURERS

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

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

8. CLARIFICATION

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

9. PRICING

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

(1) Nett Prices

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

(2) Unit Prices

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

(3) Firm Tenders

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

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

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

10. ESTIMATED QUANTITIES

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

11. DELIVERY, RISK, PACKAGES, ETC

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

12. RATES OF EXCHANGE

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

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

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

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

13. IMPORT PERMITS

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

14. EVALUATION PROCESS

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

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

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

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

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

(1) Evaluation points awarded for the financial offer:

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

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula: $N_{FO} = W \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

GOODS and SERVICES

The financial offer will be scored using the formula: $N_{FO} = W \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where the value of W is:

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

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

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

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

(2) Evaluation points awarded for preference:

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

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS

(1) Bribery

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

(2) Communication, Councillors and Officials

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

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

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

16. NEGOTIATIONS WITH PREFERRED BIDDERS

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

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

17. CANCELLATION OF TENDER PROCESS

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

18. ACCEPTANCE OF BID

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

19. PAYMENT and FACTORING

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

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

20. APPEALS

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

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

SECTION 3: SPECIAL/ADDITIONAL CONDITIONS OF TENDER**3.1 SPECIAL CONDITIONS OF TENDER (SCT)**

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

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

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page and 93 pages.

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

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

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

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

General and Contractual Queries are to be directed to:

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

Technical Queries are to be directed to:

Mavuso Shabalala; Tel: 031 311 9855; eMail: mavuso.shabalala@durban.gov.za

SCT 3(4) TENDER INFORMATION: Briefing Session

There will be no clarification meeting.

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

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Friday, 09 June 2023 at 11:00am**.

Bidders are to include, with their "hard copy" submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the bidder's name, eg. **"E.9822 – Tenderers Name.PDF"**. The memory-stick must be securely fixed to the paper submission.

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

Tenders must hold good for 120 days following the date on which tenders are opened.

SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES

There are no additional returnable schedules, forms, certificates

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

The cost of delivery and off-loading shall be amortised into the bid price of items. Delivery of goods shall be by road to eThekweni Electricity, Main Stores, 11 Electron Road (off Umgeni Road), Springfield, Durban unless otherwise specified.

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

The procedure for the evaluation of Tender offers will be **ELIGIBILITY, PRICE** and **PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000) and the Preferential Procurement Policy Framework Act Regulations (2022).

a) ELIGIBILITY

All Tender offers will be assessed for eligibility against the technical specification for each item detailed in **SECTION 7** and in **RETURNABLE DOCUMENTS** of **ACT 9**.

b) PRICE

The eligible Tender offers will then be reduced to a comparative **PRICE** schedule for each item detailed in **SECTION 7** and in **RETURNABLE DOCUMENTS** of **ACT 9**.

c) PREFERENCE

It is unclear, at this time of advertising, which of the two **Preference Point Systems** applies. Either the **80/20** or **90/10 Preference Point System** will apply as determined by the price offered by the most "eligible and lowest priced" Tenderer.

14.2 Preference Point System and Specific Goals

The definitions as per the SCM Policy are applicable.

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

RDP Goal: The promotion of enterprises located in a specific municipal area – Covered in the above RDP Goal.

RDP GOAL: THE PROMOTION OF EXPORT-ORIENTED PRODUCTION TO CREATE JOBS

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

GOAL WEIGHTING: 30 %

Local content and production	80/20	90/10
Retailer	0	0
Distributor	0	0
Wholesaler	18	8
Manufacturer	20	10

Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)

- SABS/SANAS certification
- CSD report

RDP Goal: Creation of new jobs to address black youth unemployment – Currently Not Applicable.

RDP Goal: Social Upliftment of communities – Currently Not Applicable.

RDP Goal: The promotion SMMEs owned by PPG – Contracts > R5m – Currently Not Applicable.

3.2 **ADDITIONAL CONDITIONS OF TENDER (ACT)**

ACT 1 ELIGIBILITY – CSD REGISTRATION

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

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

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

ACT 2 Tenderers shall submit:

- a) full technical and descriptive information as detailed in **SECTION 7**;
- b) **RETURNABLE DOCUMENTS 1 to 27** and **DELIVERY PERIODS SCHEDULE** as detailed in **ACT 9**; and
- c) relevant technical datasheets for the tendered items.

ACT 3 Tenderers shall submit samples of the tendered items within seven (7) days of request by eThekweni Electricity. These samples shall be delivered to eThekweni Electricity, Technology Services Branch, 3rd Floor, Smart Xchange Building, 5 Walnut Road, Durban marked for the attention of Mavuso Shabalala – Engineer: Technology Services.

ACT 4 The samples submitted by Tenderers for each requested item shall be identical to the items offered on their respective **RETURNABLE DOCUMENTS 1 to 27** detailed in **ACT 9** and shall be labelled with the following information:

- a) Contract/Enquiry number;
- b) Name of Tenderer;
- c) Date of delivery; and
- d) Item number corresponding with the respective **RETURNABLE DOCUMENT**.

ACT 5 Tenderers shall bear full costs of the samples provided. EThekweni Municipality shall not be held liable for the costs incurred by the Tenderer.

ACT 6 EThekweni Electricity reserves the right to submit samples to tests as deemed reasonable and necessary. EThekweni Electricity may retain or return samples at its discretion. In the event of samples being returned, Tenderers shall collect and remove their samples within one month of being notified to do so, failing which they will be deemed to have waived all rights to the samples and such samples not collected after one month from the date of such notification will become the property of the eThekweni Municipality for disposal or use at its discretion.

ACT 7 TENDER AWARD

The tender shall be awarded on a per item basis. EThekweni Municipality may accept more than one responsive tender per item. This may include, and is not limited to, the award of tenders where the tendered items are from different manufacturers. This may be done to mitigate the risk of supply from a single manufacturer. Orders shall be placed on the basis of price and availability.

ACT 8 ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES

In order to ensure transparency for all tenders received, EThekweni Municipality will verify the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with the evaluation process. The verification will include checking the following in **SECTION 8: BILL OF QUANTITIES/SCHEDULE OF RATES**:

- a) Arithmetic errors in the line-item total price resulting from the summation of yearly unit prices;
- b) Arithmetic errors in the line-item total price resulting from the multiplication of the summation of yearly unit prices and the estimated quantity;
- c) The gross misplacement of a decimal point in any line-item unit price; and
- d) Omissions made in completing **SECTION 8**.

EThekweni Municipality will correct the arithmetical errors in the following manner:

- a) Where there is an error in the total price either as a result of other corrections required or in the Tenderer's summation of yearly unit prices, the total price shall govern and the Tenderer will be asked to revise the selected line-item yearly unit prices to achieve the corrected total price;

- b) Where there is an error in the total price as a result of the Tenderer's multiplication of the total price and the estimated quantity, the total price shall govern and the Tenderer will be asked to revise the selected line-item yearly unit prices to achieve the corrected total price;
- c) Where there is an obvious gross misplacement of a decimal point in the unit price, the line-item total price as quoted shall govern, and the line-item yearly unit prices shall be corrected; and
- d) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.

EThekwini Municipality will consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of the arithmetical error in the manner described above or accept the correction of the arithmetical error in the manner described above.

ACT 9 RETURNABLE DOCUMENTS, SCHEDULES AND DECLARATIONS

This section contains the following documents:

- a) **ITEM NO., STOCK CODE, DESCRIPTION AND ESTIMATED QUANTITY SCHEDULE** which serves for information purposes only;
- b) **RETURNABLE DOCUMENTS 1 to 27** which details the technical requirements for each item; and
- c) **DELIVERY PERIODS SCHEDULE** which details eThekwini Electricity's initial and subsequent order delivery period requirements.

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

ITEM NO, STOCK CODE, DESCRIPTION AND ESTIMATED QUANTITY SCHEDULE

Item No.	Stock Code	Description	Estimated Quantity (Annual)
1	108217	250 MVA Hazemeyer Magnefix single pole earthing kit	10
2	108241	350 MVA Hazemeyer Magnefix single pole earthing kit	10
3	108324	Cable spiking gun	10
4	101592	Cable spiking gun cartridges	200
5	807841	Cable spiking gun chisel	10
6	111344	Cable identification system	10
7	108308	Cable tracer	10
8	108258	1 kV Combined multimeter and insulation resistance tester	50
9	109603	Earth resistance tester	10
10	108274	5 kV insulation resistance tester	20
11	108332	Earth loop impedance and prospective short circuit tester	20
12	108282	Low voltage phase rotation meter	10
13	108266	Current clamp meter and voltmeter	50
14	113191	Test leads	100
15	101600	Proximity voltage detector	50
16	113159	Clamp-on earth resistance tester	50
17	113183	Portable earth leakage unit	50
18	108167	Low voltage detector	100
19	108209	11 kV voltage detector	10
20	111088	33 kV voltage detector	10
21	108142	11 kV phasing stick	10
22	108316	Universal phase comparator	10
23	108183	Portable earthing kit for low voltage overhead lines	50
24	108191	Portable earthing kit for 11 kV overhead lines	50
25	111211	11 kV and 33 kV earthing stick	10
26	TBA	11 kV telescopic link stick	10
27	104794	132 kV telescopic link stick	10

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: YYYY - MM - DD

RETURNABLE DOCUMENT 1

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

Requirements for item 1 – 250 MVA Hazemeyer Magnefix single pole earthing kit

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Standards to which earthing kit complies	SANS 61230	
5	Switchgear type for which earthing kit is suitable	Hazemeyer Magnefix type MD4	
6	Short circuit rating	14 kA for 1 s	_____ kA for _____ s
7	Rating of ring main unit to be earthed	10 kV to 12 kV and 250 A	_____ kV to _____ kV and _____ A
8	Marking complies with clause 7.3.1 b) iii)	Yes	*Yes/No
9	Is the earthing kit supplied in a bag that provides storage and mechanical protection?	Yes	*Yes/No
10	Number of earthing caps supplied	3	
11	Number of earthing cables supplied	4	
12	Number of short-circuit bars supplied	1	
13	Number of operating handles supplied	1	
14	Length of earthing cables	800 mm	_____ mm
15	Cross-sectional area of earthing cable	70 mm ²	_____ mm ²
16	Type and material of earthing cable	Multi-stranded copper conductor	
17	Material of short-circuiting bar	Tinned copper	
18	Copper lugs diameter	12 mm	_____ mm
19	Inspection and maintenance instructions included	Yes	*Yes/No
20	Guarantee period	1 year (minimum)	_____ year(s)
21	Tests		
21.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
21.2	Standards to which tests were conducted	SANS 61230	
21.3	Test laboratory full name		
21.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 2

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

Requirements for Item 2 – 350 MVA Hazemeyer Magnefix single pole earthing kit

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Standards to which earthing kit complies	SANS 61230	
5	Switchgear type for which earthing kit is suitable	Hazemeyer Magnefix type MF	
6	Short circuit rating	20 kA for 1 s	____ kA for ____ s
7	Rating of ring main unit to be earthed	12 kV and 400 A	____ kV and ____ A
8	Marking complies with clause 7.3.2 b) iii)	Yes	*Yes/No
9	Is the earthing kit supplied in a bag that provides storage and mechanical protection?	Yes	*Yes/No
10	Number of earthing caps supplied	3	
11	Number of earthing cables supplied	4	
12	Number of short-circuit bars supplied	1	
13	Number of operating handles supplied	1	
14	Length of earthing cables	1 000 mm	____ mm
15	Cross-sectional area of earthing cable	70 mm ²	____ mm ²
16	Type and material of earthing cable	Multi-stranded copper conductor	
17	Material of short-circuiting bar	Tinned copper	
18	Copper lugs diameter	12 mm	____ mm
19	Inspection and maintenance instructions included	Yes	*Yes/No
20	Guarantee period	1 year (minimum)	____ year(s)
21	Tests		
21.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
21.2	Standards to which tests were conducted	SANS 61230	
21.3	Test laboratory full name		
21.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY:

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM – DD

RETURNABLE DOCUMENT 3

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

Requirements for Item 3 – Cable spiking gun

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Is the cable spiking gun suitable for use for cables in Table 3 of 7.3.3?	Yes	*Yes/No
5	Material of cable spiking gun assembly	Stainless steel	
6	Spiking gun assembly supplied in a kit that comprises of the items detailed in clause 7.3.3 b)	Yes	*Yes/No
7	Spiking gun assembly comprises of head and body that houses a 30 mm wide chisel and set of split clamps	Yes	*Yes/No
8	Spiking gun designed to accommodate a blank gun cartridge	Yes	*Yes/No
9	Spiking gun designed with a safety catch to ensure that accidental firing of the trigger is prevented	Yes	*Yes/No
10	Spiking gun designed with a trigger that is operable via a lanyard with a minimum length of 10 m	Yes	*Yes/No
11	The split clamps designed to be hand tightened and are suitable to fit cables up to 100 mm in diameter	Yes	*Yes/No
12	Spiking gun assembly designed to withstand spiking a live cable	Yes	*Yes/No
13	Spiking gun assembly designed such that it is easy to remove the chisel from the spiked cable with a jacking attachment	Yes	*Yes/No
14	Chisel shall be designed such that it is able to be re-sharpened	Yes	*Yes/No
15	Guarantee period	1 year (minimum)	year(s)
16	Markings complies with clause 7.3.3 j)	Yes	*Yes/No
17	Bidder acknowledges that this item is evaluated in conjunction with items 4 and 5 detailed in RETURNABLES A4 and A5 respectively	Yes	*Yes/No
18	Bidder has submitted an offer for item 4 detailed in RETURNABLE A4	Yes	*Yes/No
19	Bidder has submitted an offer for item 5 detailed in RETURNABLE A5	Yes	*Yes/No
20	Inspection and maintenance instructions included	Yes	*Yes/No

*Delete whichever is not applicable.

BIDDING COMPANY:

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM – DD

RETURNABLE DOCUMENT 4

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

Requirements for Item 4 – Cable spiking gun cartridges

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Blank cartridges manufactured for, hence compatible with, the cable spiking gun detailed in RETURNABLE A3	Yes	*Yes/No
5	Blank cartridges are easily removable from the spiking gun after firing	Yes	*Yes/No
6	Blank cartridges size	10 mm × 16 mm	_____mm × _____mm
7	Blank cartridges are supplied in a rigid box of 50 units	Yes	*Yes/No
8	Bidder acknowledges that this item is evaluated in conjunction with items 3 and 5 detailed in RETURNABLES A3 and A5 respectively	Yes	*Yes/No
9	Bidder has submitted an offer for item 3 detailed in RETURNABLE A3	Yes	*Yes/No
10	Bidder has submitted an offer for item 5 detailed in RETURNABLE A5	Yes	*Yes/No
11	Inspection instructions included	Yes	*Yes/No

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____

YYYY - MM - DD

RETURNABLE DOCUMENT 5

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

Requirements for Item 5 – Cable spiking gun chisel

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Chisel manufactured for, hence compatible with, the cable spiking gun detailed in RETURNABLE A3	Yes	*Yes/No
5	Bidder acknowledges that this item is evaluated in conjunction with items 3 and 4 detailed in RETURNABLES A3 and A4 respectively	Yes	*Yes/No
6	Bidder has submitted an offer for item 3 detailed in RETURNABLE A3	Yes	*Yes/No
7	Bidder has submitted an offer for item 4 detailed in RETURNABLE A4	Yes	*Yes/No
8	Inspection and maintenance (including sharpening) instructions included	Yes	*Yes/No

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM – DD

RETURNABLE DOCUMENT 6

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

Requirements for Item 6 – Cable identification system

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Cable identification system (CIS) to comprise of a transmitter, a receiver, cables, test leads, power leads and all accessories	Yes	*Yes/No
5	CIS designed to identify all the cable types detailed in clause 7.3.6 b) ii)	Yes	*Yes/No
6	CIS method of cable identification	Twisted-field method	
7	CIS designed to identify healthy as well as faulted cables	Yes	*Yes/No
8	CIS designed to positively identify a single cable within a trench	Yes	*Yes/No
9	CIS designed to positively identify an unseen looped cable, without the direction of the source being known	Yes	*Yes/No
10	CIS designed to identify live low voltage cables	Yes	*Yes/No
11	CIS supplied in a rigid carry case with shoulder strap as per clause 7.3.6 b) viii)	Yes	*Yes/No
12	CIS transmitter does not have a time out function	Yes	*Yes/No
13	CIS receiver to provide an indication for the correct cable and give no indication for an incorrect cable	Yes	*Yes/No
14	Details of how the CIS can identify a cable with one phase open circuited		
15	CIS transmitter supplied with rechargeable battery type and associated charger	Yes	*Yes/No
16	Number of hours of continuous transmitter operation on a fully charged battery	4 hours (minimum)	hours
17	CIS receiver battery type	Li-ion	
18	Number of hours of continuous receiver operation on fully charged battery	50 hours (minimum)	hours
19	Marking complies with clause 7.3.6 b) ix)	Yes	*Yes/No
20	Training offered as per clause 7.3.6 h)	Yes	*Yes/No
21	Bidder (or representative) to be able to demonstrate the operation of the unit within seven days of written request	Yes	*Yes/No
22	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No
23	Calibration	Calibration frequency	
		Calibration period	
		Location of calibration	
		Approximate cost	
		Back-up service offered during calibration	*Yes/No
24	Guarantee period	1 year (minimum)	year(s)

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: YYYY - MM - DD

RETURNABLE DOCUMENT 7

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

Requirements for Item 7 – Cable tracer

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Cable tracer designed to trace the route of installed, underground electric cables shall be provided	Yes	Yes/No
5	Cable tracer to comprise of a transmitter, a receiver, cables and accessories (inclusive of current transformer (CT) clamps, where applicable)	Yes	Yes/No
6	Cable tracer designed to trace the cables detailed in clause 7.3.7 c)	Yes	Yes/No
7	Cable tracer designed to trace the routes of live low voltage cables	Yes	Yes/No
8	Cable tracer designed to be connected directly to the cores of the cable being traced	Yes	Yes/No
9	Cable tracer supplied in a kit that comprises of the items detailed in clause 7.3.7 f)	Yes	Yes/No
10	Cable tracer designed to calculate depth of cables	Yes	Yes/No
11	Cable tracer transmitter designed with the ability to automatically and manually select the frequency	Yes	Yes/No
12	Cable tracer receiver designed with a feature to allow for left-right guidance for route tracing	Yes	Yes/No
13	Cable tracer transmitter and receiver supplied with Li-ion (with associated charger) and alkaline batteries, respectively	Yes	Yes/No
14	Number of hours of continuous transmitter operation on a fully charged battery	7 hours (minimum)	hours
15	Transmitter and receiver batteries in accordance with 7.3.7 i)	Yes	Yes/No
16	Marking complies with clause 7.3.7 f) v)	Yes	Yes/No
17	Training offered as per clause 7.3.7 j)	Yes	Yes/No
18	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No
19	Calibration	Calibration frequency	
		Calibration period	
		Location of calibration	
		Approximate cost	
		Back-up service offered during calibration	*Yes/No
20	Pollution degree of MCB material	1 year (minimum)	year(s)

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: YYYY - MM - DD

RETURNABLE DOCUMENT 8

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

Requirements for Item 8 – 1 kV Combined multimeter and insulation resistance tester

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Multimeter functionality		
4.1	Minimum voltage measurement range and resolution	0 V a.c. to 750 V a.c. 0 V d.c. to 750 V d.c. 0,1 V (resolution)	V a.c to V a.c V a.c to V d.c V
4.2	Pole configuration	Single-pole	
4.3	Rated operational voltage	240 V	V
4.4	Minimum resistance measurement range and resolution	4 000 V	V
5	Insulation resistance tester functionality		
5.1	Voltage output levels	250 V d.c., 500 V d.c. and 1 000 V d.c.	
5.2	Minimum insulation resistance measurement range and resolution	0 Ω to 500 M Ω with 0,1 Ω resolution	
5.3	Unit designed with a self-discharge facility	Yes	*Yes/No
5.4	Short circuit current output (minimum)	1 mA	mA
5.5	Unit designed with a hold and auto shut-off facility to conserve battery power	Yes	*Yes/No
6	Test leads for combined unit		
6.1	Test leads designed with removable, insulated crocodile clamps capable of securing onto a 15 mm section	Yes	*Yes/No
6.2	Minimum withstand voltage withstand of test leads	1 000 V	V
6.3	Insulation material	Silicone	
6.4	Supplied with one red and one black test lead that is 1 m (minimum) in length	Yes	*Yes/No
7	Combined unit		
7.1	Unit is supplied in a case as detailed in clause 7.3.8 d) ii)	Yes	*Yes/No
7.2	Unit designed with a flip-out stand to enable it to stand on a flat surface	Yes	*Yes/No
7.3	Marking complies with clause 7.3.8 d iv)	Yes	*Yes/No
7.4	Battery type	Alkaline battery, and device shall have low battery indication	
7.5	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 8 (concluded)

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

Requirements for Item 8 – 1 kV Combined multimeter and insulation resistance tester

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
7.6	Calibration	Calibration frequency	
		Calibration period	
		Location of calibration	
		Approximate cost	
		Back-up service offered during calibration	*Yes/No
7.7	Guarantee period	1 year (minimum)	year(s)
8	Tests		
8.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
8.2	Standards to which tests were conducted	IEC 61010-1 or SANS 61010-1	
8.3	Test laboratory full name		
8.4	Test laboratory full name		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: YYYY - MM – DD

RETURNABLE DOCUMENT 9

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

Requirements for Item 9 – Earth resistance tester

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Earth resistance tester designed to function using the three-wire method of earth resistance testing	Yes	*Yes/No
5	Voltage output	200 V d.c. (minimum)	_____ V d.c.
6	Earth resistance measurement range and resolution	0 Ω to 2 000 Ω with 0,1 Ω resolution	
7	Unit designed with a "lock-to-test" facility	Yes	*Yes/No
8	Unit to be supplied with three earth spikes that can be driven into the ground by hand	Yes	*Yes/No
9	Unit to be supplied in a case as detailed in clause 7.3.9 b) vii)	Yes	*Yes/No
10	Marking complies with clause 7.3.9 b) viii)	Yes	*Yes/No
11	Test leads to be supplied in accordance with clause 7.3.9 c)	Yes	*Yes/No
12	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No
13	Calibration	Calibration frequency	
		Calibration period	
		Location of calibration	
		Approximate cost	
		Back-up service offered during calibration	*Yes/No
14	Unit designed with auto shut-off facility for conserving battery power	Yes	*Yes/No
15	Battery type	Alkaline battery, and device shall have low battery indication	
16	Guarantee period	1 year (minimum)	year(s)
17	Tests		
17.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
17.2	Standard to which tests were conducted	IEC 61010-1 or SANS 61010-1	
17.3	Test laboratory full name		
17.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 10

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

Requirements for Item 10 – 5 kV insulation resistance tester

Ref. No.	Technical Details	eThekweni Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Voltage outputs	500 V d.c.	V d.c.
		1 000 V d.c.	V d.c.
		2 500 V d.c.	V d.c.
		5 000 V d.c.	V d.c.
5	Insulation resistance measurement range and resolution in accordance with clause 7.3.10 a) iii)	Yes	*Yes/No
6	Unit designed with automatic discharge facility	Yes	*Yes/No
7	Unit designed with auto shut-off facility for conserving battery power	Yes	*Yes/No
8	Unit designed with a "lock-to-test" facility	Yes	*Yes/No
9	short circuit current output	2 mA (maximum)	_____ mA
10	Unit is not designed to have a time out function	Yes	*Yes/No
11	Unit designed with guard terminal	Yes	*Yes/No
12	Unit designed to display test voltage during testing	Yes	*Yes/No
13	Storage case complies with clause 7.3.10 a) xii)	Yes	*Yes/No
14	Marking complies with clause 7.3.10 a) xiii)	Yes	*Yes/No
15	Test leads to be provided with insulated crocodile clamps capable of securing onto a 15 mm section	Yes	*Yes/No
16	Test leads insulation material	Silicone	
17	Withstand voltage of test leads	5 000 V d.c. (minimum)	_____ V d.c.
18	One red and one black test lead is provided at least 2 m in length	Yes	*Yes/No
19	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No
20	Calibration	Calibration frequency	
		Calibration period	
		Location of calibration	
		Approximate cost	
		Back-up service offered during calibration	*Yes/No
21	Battery type	Alkaline battery, and device shall have low battery indication	
22	Guarantee period	1 year (minimum)	_____ year(s)
23	Tests		
23.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
23.2	Standard to which tests were conducted	IEC 61010-1 or SANS 61010-1	
23.3	Test laboratory full name		
23.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 11

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

Requirements for Item 11 – Earth loop impedance and prospective short circuit tester

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Operating Voltage	(230 + 10%) V a.c.	_____ V a.c.
5	Selectable earth loop impedance ranges and resolution	20 Ω , 200 Ω and 2 000 Ω with 0,1 Ω resolution	
6	Selectable PSC ranges	200 A, 2 000 A, 20 000 A	
7	Unit is designed to undertake both earth loop impedance test and a PSC test	Yes	*Yes/No
8	Unit designed with auto shut-off facility for conserving battery power	Yes	*Yes/No
9	Unit is designed to undertake the tests detailed in Ref. No. 4 above without bridging out earth leakage units	Yes	*Yes/No
10	Unit to be supplied with all the items listed in clause 7.3.11 d)	Yes	*Yes/No
11	Unit is designed to be powered by the circuit under test	Yes	*Yes/No
12	Unit to be supplied in a case as detailed in clause 7.3.11 f)	Yes	*Yes/No
13	Marking complies with clause 7.3.11 i)	Yes	*Yes/No
14	Calibration	Calibration frequency	
		Calibration period	
		Location of calibration	
		Approximate cost	
		Back-up service offered during calibration	*Yes/No
15	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No
16	Guarantee period		
17	Tests		
17.1	Detailed test report submitted with bid documents?	Yes	
17.2	Standard to which tests were conducted	IEC 61010-1 or SANS 61010-1	
17.3	Test laboratory full name		
17.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM – DD

RETURNABLE DOCUMENT 12

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

Requirements for Item 12 – Low voltage phase rotation meter

Ref. No.	Technical Details	eThekweni Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Voltage range	<500 V \pm 10%	_____ V
5	Unit designed to operate on a three-phase, four wire system	Yes	*Yes/No
6	Indication method for phase rotation	Rotating disc	
7	Unit designed to indicate the absence of voltage on any phase under test	Yes	*Yes/No
8	Unit supplied with test leads which are fully insulated crocodile clamps capable of securing onto a 15 mm section	Yes	*Yes/No
9	Unit designed to be of the non-contact type i.e., the crocodile clamps obtain their signals while secured onto the insulation of cables and not directly in contact with live parts	Yes	*Yes/No
10	Unit is designed to be powered by the circuit under test	Yes	*Yes/No
11	Unit to be supplied in a case as detailed in clause 7.3.12 j)	Yes	*Yes/No
12	Marking complies with clause 7.3.12 j)	Yes	*Yes/No
13	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No
14	Calibration	Calibration frequency	
		Calibration period	
		Location of calibration	
		Approximate cost	
		Back-up service offered during calibration	*Yes/No
15	Guarantee period	1 year (minimum)	_____ year(s)
16	Tests		
16.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
16.2	Standard to which tests were conducted	IEC 61010-1 or SANS 61010-1	
16.3	Test laboratory full name		
16.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM – DD

RETURNABLE DOCUMENT 13

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

Requirements for Item 13 – Current clamp meter and voltmeter

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Unit designed to have an automatic range and hold functions	Yes	*Yes/No
5	Current measurement range and resolution	0 A to 2 000 A with 0,1 A resolution	
6	Voltage measurement range (minimum)	0 V a.c. to 750 V a.c. 0 V d.c. to 750 V d.c.	V a.c to _____ V a.c. V a.c to _____ V a.c.
7	Voltage resolution (minimum)	0,1 V (minimum)	_____ V
8	Internal jaw diameter of clamp meter	55 mm (minimum)	_____ mm
9	Marking complies with clause 7.3.13 a) vii)	Yes	*Yes/No
10	One red and one black test lead is supplied with length of 1 m (minimum)	Yes	*Yes/No
11	Withstand voltage of test leads	1 kV d.c. (minimum)	_____ kV d.c.
12	Unit designed with auto shut-off facility for conserving battery power	Yes	*Yes/No
13	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No
14	Calibration	Calibration frequency	
		Calibration period	
		Location of calibration	
		Approximate cost	
		Back-up service offered during calibration	*Yes/No
15	Battery type	Alkaline battery, and device shall have low battery indication	
16	Guarantee period	1 year (minimum)	year(s)
17	Tests		
17.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
17.2	Standard to which tests were conducted	IEC 61010-1 or SANS 61010-1	
17.3	Test laboratory full name		
17.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM – DD

RETURNABLE DOCUMENT 14

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

Requirements for Item 14 – Test leads

Ref. No.	Technical Details	eThekweni Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Current rating of test leads	10 A (minimum)	_____ A
5	One red and one black test lead is supplied with length of 1 m (minimum)	Yes	*Yes/No
6	Insulation material	Silicone	
7	Test leads to be safety shrouded	Yes	*Yes/No
8	Voltage withstand of test leads	1 000 V d.c (minimum)	_____ V d.c.
9	Shrouded test leads, and 4 mm shrouded right angle "banana plug" type connectors	Yes	*Yes/No
10	Test leads to have stainless steel probe tips	Yes	*Yes/No
11	Test leads are suitable for use in ambient temperatures from 0 °C to 40 °C	Yes	*Yes/No
12	Marking complies with clause 7.3.14 g)	Yes	*Yes/No
13	Inspection instructions included	Yes	*Yes/No
14	Guarantee period	1 year (minimum)	_____ year(s)
15	Tests		
15.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
15.2	Standard to which tests were conducted	IEC 61010-1 or SANS 61010-1	
15.3	Test laboratory full name		
15.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM – DD

RETURNABLE DOCUMENT 15

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

Requirements for Item 15 – Proximity voltage detector

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Selectable voltage sensitivity levels	230 V a.c.	_____ V a.c.
		11 kV a.c.	_____ kV a.c.
		33 kV a.c.	_____ kV a.c.
		132 kV a.c.	_____ kV a.c.
		275 kV a.c.	_____ kV a.c.
5	Detection distance to live 230 V conductor	0,2 m (minimum)	_____ m
6	Detection distance to live 11 kV conductor	0,2 m (minimum)	_____ m
7	Detection distance to live 33 kV conductor	0,43 m (minimum)	_____ m
8	Detection distance to live 132 kV conductor	1,45 m (minimum)	_____ m
9	Detection distance to live 275 kV conductor	2,35 m (minimum)	_____ m
10	Unit is designed to provide a visual and audible indication as to the voltage level of the circuit under test	Yes	*Yes/No
11	Unit is designed to accommodate the standard rose adaptor shown in Figure 1 of Section 7 that allows the unit to be attached to a telescopic link stick	Yes	*Yes/No
12	Type of indication on the unit	Audible and visual	
13	Battery type	Alkaline battery, and device shall have low battery indication	
14	Unit designed with auto shut-off facility for conserving battery power	Yes	*Yes/No
15	Unit designed to have a self-test facility	Yes	*Yes/No
16	Unit designed to be suitable for indoor and outdoor use	Yes	*Yes/No
17	Unit to be supplied in a case as detailed in clause 7.3.15 i)	Yes	*Yes/No
18	Marking complies with clause 7.3.15 j)	Yes	*Yes/No
19	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No
20	Guarantee period	1 year (minimum)	_____ year(s)

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM – DD

RETURNABLE DOCUMENT 16

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

Requirements for Items 16 – Clamp-on earth resistance tester

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Unit designed to measure resistance without breaking the circuit under test or using auxiliary earth spikes	Yes	*Yes/No
5	Unit designed to detect leakage current to earth	Yes	*Yes/No
6	Earth leakage current measurement range	0,2 mA to 30 A	_____ mA to _____ A
7	Resistance measurement range	0 Ω to 1 500 Ω (minimum)	_____ Ω to _____ Ω
8	Unit to be supplied with fixed resistances of 1 Ω and 10 Ω to check the accuracy of the device	Yes	*Yes/No
9	Internal jaw diameter of clamp meter	35 mm (minimum)	_____ mm
10	Unit designed to have automatic range and hold functions	Yes	*Yes/No
11	Unit designed to display four digits	Yes	*Yes/No
12	Battery type	Alkaline battery, and device shall have low battery indication	
13	Unit designed with auto shut-off facility for conserving battery power	Yes	*Yes/No
14	Unit to be supplied in a case as detailed in clause 7.3.16 m)	Yes	*Yes/No
15	Marking complies with clause 7.3.16 n)	Yes	*Yes/No
16	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No
17	Guarantee period	1 year (minimum)	_____ year(s)
18	Tests		
18.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
18.2	Standard to which tests were conducted	IEC 61010-1 or SANS 61010-1	
18.3	Test laboratory full name		
18.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY:

NAME:

CAPACITY OF SIGNATORY:

SIGNED:

DATE:

YYYY - MM - DD

RETURNABLE DOCUMENT 17

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

Requirements for Item 17 – Portable earth leakage unit

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Standards to which the PEL unit complies	SANS 556-2-1 and VC 8035	
5	PEL unit to consist of a robust enclosure housing an earth leakage unit and a socket outlet with a length of cord connected to a plug top	Yes	*Yes/No
6	Standards to which the plug top and socket outlet complies	SANS 164-1	
7	Standard to which the cord complies	SANS 1574-3	
8	Rated voltage for complete unit	> 253 V a.c	_____ V a.c
9	Rated current for complete unit	16 A	_____ A
10	Sensitivity of the earth leakage unit	15 mA to 30 mA	_____ mA to _____ mA
11	Earth leakage unit to have trip indication	Yes	*Yes/No
12	"ON" position on the PEL unit is to be clearly and indelibly marked	Yes	*Yes/No
13	Length of cord	1,5 m	_____ m
14	Marking complies with clause 7.3.17 f)	Yes	*Yes/No
15	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No
16	Guarantee period	1 year (minimum)	_____ year(s)
17			
17.1	Detailed test report submitted with bid documents	Yes	*Yes/No
17.2	Standards to which tests were conducted	SANS 556-2-1 and VC 8035	
17.3	Test laboratory full name		
17.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 18

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

Requirements for Item 18 – Low voltage detector

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Standards to which the unit complies	SANS 61243-3 and SANS 60529	
5	Unit designed to have two poles	Yes	*Yes/No
6	Unit designed to indicate voltage presence when it is in direct contact with the conductive parts of the test object	Yes	*Yes/No
7	Voltage measurement range (minimum)	0 V a.c. to 750 V a.c. 0 V d.c. to 750 V d.c.	_____ V a.c to _____ Va.c _____ V a.c to _____ V a.c
8	Unit designed to have an indication (LED indicators) that is visible in bright sunlight and a night?	Yes	*Yes/No
9	Unit designed with probe tips suitable for repeatedly piercing PVC insulation	Yes	*Yes/No
10	Unit designed with probe tips that do not have threads	Yes	*Yes/No
11	IP rating of the unit	IP 65 or better	IP _____
12	Unit to be supplied in a case as detailed in clause 7.3.18 i)	Yes	*Yes/No
13	Unit is designed to be powered by the circuit under test	Yes	*Yes/No
14	Detector is not battery powered	Yes	*Yes/No
15	Marking complies with clause 7.3.18 k)	Yes	*Yes/No
16	Inspection and maintenance (calibration) instructions included	Yes	*Yes/No
17	Guarantee period	1 year (minimum)	year(s)
18	Tests		
19	Detailed test report submitted with bid documents?	Yes	*Yes/No
20	Standards to which tests were conducted	SANS 61243-3 and SANS 60529	
21	Test laboratory full name		
22	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____

YYYY - MM - DD

RETURNABLE DOCUMENT 19

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

Requirements for Item 19 – 11 kV voltage detector

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Standards to which the unit complies	SANS 61243-1	
5	Standards to which the unit IP rating complies	SANS 60529	
6	Unit IP rating	IP 54 or better	IP _____
7	Unit designed to indicate voltage presence when it is in direct contact with the conductive parts of the test object	Yes	*Yes/No
8	Voltage detection range	3 kV a.c. to 15 kV a.c.	_____ kV a.c to _____ kV a.c
9	Type of indication on the unit	Audible and visual	
10	Unit designed for outdoor use and in wet weather	Yes	*Yes/No
11	Battery type	9 V alkaline battery, and device shall have low battery indication	
12	Unit designed with self-diagnostic test facility to check the battery and unit indication	Yes	*Yes/No
13	Unit designed with auto shut-off facility for conserving battery power	Yes	*Yes/No
14	Minimum time that the unit remains in the "ready to test" state	Two minutes	
15	Unit designed to have the standard rose adaptor shown in Figure 1 of Section 7 that allows the unit to be attached to a telescopic link stick	Yes	*Yes/No
16	Marking complies with clause 7.3.19 b) x)	Yes	*Yes/No
17	The detector is supplied in a kit that comprises of the following parts:		
17.1	the detector described above	Yes	*Yes/No
17.2	an insulating stick with an extension piece to attach the voltage detector	Yes	*Yes/No
17.3	a probe for Hazemeyer Magnefix ring main units	Yes	*Yes/No
17.4	a V-type electrode	Yes	*Yes/No
17.5	a disc type electrode	Yes	*Yes/No
17.6	a rigid case that provides mechanical protection and complete storage of the unit and all its accessories	Yes	*Yes/No
18	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No
20	Guarantee period	1 year (minimum)	year(s)

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 19 (concluded)

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

Requirements for Item 19 – 11 kV voltage detector

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
20	Tests		
20.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
20.2	Standards to which tests were conducted	SANS 61243-1 and SANS 60529	
20.3	Test laboratory full name		
20.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM – DD

RETURNABLE DOCUMENT 20

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

Requirements for Item 20 – 33 kV voltage detector

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Standards to which the unit complies	SANS 61243-1	
5	Standards to which the unit IP rating complies	SANS 60529	
6	Unit IP rating	IP 54 or better	
7	Unit designed to indicate voltage presence when it is in direct contact with the conductive parts of the test object	Yes	*Yes/No
8	Voltage detection range	3 kV a.c. to 33 kV a.c.	___ kV a.c to ___ kV a.c
9	Type of indication on the unit	Audible and visual	
10	Unit designed for outdoor use and in wet weather	Yes	*Yes/No
11	Battery type	9 V alkaline battery	
12	Unit designed with self-diagnostic test facility to check the battery and unit indication	Yes	*Yes/No
13	Unit designed with auto shut-off facility for conserving battery power	Yes	*Yes/No
14	Minimum time that the unit remains in the "ready to test" state	Two minutes	
15	Unit designed to have the standard rose adaptor shown in Figure 1 of Section 7 that allows the unit to be attached to a telescopic link stick	Yes	
16	Marking complies with clause 7.3.20 b) x)	Yes	
17	The detector shall be supplied in a kit that comprises of the following parts:		
17.1	the detector described above	Yes	*Yes/No
17.2	an insulating stick with an extension piece to attach the voltage detector	Yes	*Yes/No
17.3	a V-type electrode	Yes	*Yes/No
17.4	a disc type electrode	Yes	*Yes/No
17.5	a rigid case that provides mechanical protection and complete storage of the unit and all its accessories	Yes	*Yes/No
18	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No
19	Guarantee period	1 year (minimum)	year(s)

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 20 (concluded)

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

Requirements for Item 20 – 33 kV voltage detector

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
20	Tests		
20.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
20.2	Standards to which tests were conducted	SANS 61243-1 and SANS 60529	
20.3	Test laboratory full name		
20.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM – DD

RETURNABLE DOCUMENT 21

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

Requirements for Item 21 – 11 kV phasing stick

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's identification reference		
4	Standards to which the unit complies	ANS 61481-2 or SANS 61481-2	
5	System voltage suitability	6,6 kV and 11 kV	_____ kV and _____ kV
6	Voltage indication range	0 kV a.c. to 15 kV a.c.	_____ kV a.c to _____ kV a.c
7	Unit designed to be two pole and resistive type	Yes	*Yes/No
8	Unit to be functional in vertical spouts, horizontal spouts and Hazemeyer Magnefix ring main units	Yes	*Yes/No
9	Unit designed with stoppers that indicate the maximum grip height	Yes	*Yes/No
10	Type of indication for in-phase or out-of-phase	Visual	
11	Unit to be supplied with distinct colour coding of the 6,6 kV and 11 kV attachments where interchangeable probes are offered	Yes	*Yes/No
12	The unit shall be supplied in a kit that comprises of the following parts		
12.1	the two-pole phasing stick described above	Yes	*Yes/No
12.2	90-degree angle probes for vertically racked in switchgear	Yes	*Yes/No
12.3	a set of probes for Hazemeyer Magnefix switchgear	Yes	*Yes/No
12.4	a set of v-type electrodes	Yes	*Yes/No
12.5	a set of disc type electrodes	Yes	*Yes/No
12.6	a case that complies with clause 7.3.21 i) vi)	Yes	*Yes/No
13	Marking complies with clause 7.3.21 j)	Yes	*Yes/No
14	Inspection and maintenance instructions included	Yes	*Yes/No
15	Guarantee period	1 year (minimum)	year(s)
16	Tests		
16.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
16.2	Standards to which tests were conducted	ANS 61481-2 or SANS 61481-2	
16.3	Test laboratory full name		
16.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 22

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

Requirements for Item 22 – Universal phase comparator

Ref. No.	Technical Details	eThekweni Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's model number		
4	Standards to which the unit complies	SANS 61243-5	
5	Phase comparator designed to be of the universal type	Yes	*Yes/No
6	Type of indication that the unit is "healthy"	Visual	
7	Unit to be designed to have a visual indication to determine if the circuit under test is "in-phase" or "out-of-phase"	Yes	*Yes/No
8	Unit to be supplied with an earth lead with an insulated crocodile clamp	Yes	*Yes/No
9	Unit to be designed so that it is powered by the circuit under test	Yes	*Yes/No
10	Unit designed to be suitable for indoor and outdoor use in dry weather	Yes	*Yes/No
11	Unit to be supplied a case that complies with clause 7.3.22 a) vii)	Yes	*Yes/No
12	Measuring leads to have 4 mm plugs suitable to plug into all types of resistive or capacitive measurement devices	Yes	*Yes/No
13	Handles to have hand guards	Yes	*Yes/No
14	Marking complies with clause 7.3.22 d)	Yes	*Yes/No
15	Inspection and maintenance (including calibration) instructions included	Yes	*Yes/No
16	Guarantee period	1 year (minimum)	year(s)
17	Tests		
17.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
17.2	Standards to which tests were conducted	SANS 61243-5	
17.3	Test laboratory full name		
17.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY:

NAME:

CAPACITY OF SIGNATORY:

SIGNED:

DATE: YYYY - MM – DD

RETURNABLE DOCUMENT 23

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

Requirements for Item 23 – Portable earthing kit for low voltage overhead lines

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's model number		
4	Standards to which the earthing kit comply	SANS 61230 and SANS 1934	
5	Short-circuit current withstand of the earthing kit	6,5 kA for 0,5 s	_____ kA for _____ s
6	Type of cables used	Flexible and multi stranded	
7	Conductor material	Tinned copper	
8	Size of earthing conductor in mm ²		_____ mm ²
9	Earthing kit to be manufactured in accordance with clause 7.3.23 e)	Yes	*Yes/No
10	Conductors to be covered in UV stabilised (Hindered Amine Light Stabilisers or HALZ) flexible sheathing	Yes	*Yes/No
11	Standard to which cable sheathing complies	SANS 61230	
12	Details listed in clause 7.3.23 h) to be indelibly printed onto the conductor sheathing	Yes	*Yes/No
13	Type of sleeve applied over the crimped section of the lug	Mechanical stress control	
14	Bolted connections to be undertaken in accordance with clause 7.3.23 j)	Yes	*Yes/No
15	Clamps		
15.1	Material of clamps	Non-ferrous metal	
15.2	Method by which clamps applied to the overhead lines	By hand	
15.3	Clamps to have a stopper indicating maximum grip height	Yes	*Yes/No
15.4	Insulation level of clamps	1 000 V (minimum)	_____ V
16	Kit to be supplied a bag that complies with clause 7.3.23 o)	Yes	*Yes/No
17	Marking complies with clause 7.3.23 p)	Yes	*Yes/No
18	Inspection and maintenance instructions included	Yes	*Yes/No
19	Guarantee period	1 year (minimum)	year(s)

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 23 (concluded)

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

Requirements for Item 23 – Portable earthing kit for low voltage overhead lines

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
20	Tests		
20.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
20.2	Standards to which tests were conducted	IEC 61230 or SANS 61230 and SANS 1934	
20.3	Test laboratory full name		
20.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 24

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

Requirements for Item 24 – Portable earthing kit for 11 kV overhead lines

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's model number		
4	Standards to which the earthing kit complies	SANS 61230 and SANS 1934	
5	Short circuit current withstand of the earthing kit	9,9 kA for 1 s	_____ kA for _____ s
6	Type of cables used	Flexible and multi stranded	
7	Conductor material	Tinned copper	
8	Size of earthing conductor in mm ²		
9	Earthing kit to be manufactured in accordance with clause 7.3.24 e)	Yes	*Yes/No
10	Conductors to be covered in UV stabilised flexible sheathing	Yes	*Yes/No
11	Standard to which cable sheathing complies	SANS 61230	
12	Details listed in clause 7.3.24 h) to be indelibly printed onto the conductor sheathing	Yes	*Yes/No
13	Type of sleeve applied over the crimped section of the lug	Mechanical stress control	
14	Bolted connections to be undertaken in accordance with clause 7.3.24 j)	Yes	*Yes/No
15	Clamps		
15.1	Material of clamps	Non-ferrous metal	
15.2	Method by which clamps applied to the overhead lines	With the aid of an earthing stick	
15.3	Clamps to have a stopper indicating maximum grip height	Yes	*Yes/No
15.4	Clamps to comply with clause 7.3.24 m)	Yes	*Yes/No
16	Kit to be supplied a bag that complies with clause 7.3.24 p)	Yes	*Yes/No
17	Marking complies with clause 7.3.24 o)	Yes	*Yes/No
18	Inspection and maintenance instructions included	Yes	*Yes/No
19	Guarantee period	1 year (minimum)	_____ year(s)

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM – DD

RETURNABLE DOCUMENT 24 (concluded)

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

Requirements for Item 24 – Portable earthing kit for 11 kV overhead lines

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
20	Bidder acknowledges that this item is evaluated in conjunction with item 25 detailed in RETURNABLE A25	Yes	*Yes/No
21	Bidder has submitted and offer for item 25 detailed in RETURNABLE A25	Yes	*Yes/No
22	Tests		
22.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
22.2	Standards to which tests were conducted	SANS 61230 and SANS 1934	
22.3	Test laboratory full name		
22.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM – DD

RETURNABLE DOCUMENT 25

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

Requirements for Item 25 – 11 kV and 33 kV earthing stick

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's model number		
4	Standard to which the earthing kit complies	SANS 61230	
5	Material of earthing stick	Electrical grade polymer fibreglass	
6	Voltage rating	36 kV	_____ kV
7	Earthing stick to be suitable for use in wet weather conditions	Yes	*Yes/No
8	Earthing stick to be supplied in two interlocking sections	Yes	*Yes/No
9	Overall length of earthing stick	(2 ± 10%) m	_____ m
10	Earthing stick designed for and fully compatible with the portable earthing kit for 33 kV overhead lines detailed in RETURNABLE A24	Yes	*Yes/No
11	Earthing kit designed for the T-pin shaft described in DIN 48087	Yes	*Yes/No
12	Earthing kit to have identification mark indicating maximum grip height and have a stopper fitted	Yes	*Yes/No
13	Earthing stick to be indelibly marked with manufacturer's name or logo	Yes	*Yes/No
14	Earthing stick to be designed to hold the phase clamp captive once it is inserted into the stick and easily releases the clamp after it has been securely fastened to the line	Yes	*Yes/No
15	Earthing stick to be supplied a bag that complies with clause 7.3.5 ix)	Yes	*Yes/No
16	Marking complies with clause 7.3.25 b) vii)	Yes	*Yes/No
17	Inspection and maintenance instructions included	Yes	*Yes/No
18	Guarantee period	1 year (minimum)	_____ year(s)
19	Bidder acknowledges that this item is evaluated in conjunction with item 24 detailed in RETURNABLE A24	Yes	*Yes/No
20	Bidder has submitted and offer for item 24 detailed in RETURNABLE A24	Yes	*Yes/No
21			
21.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
21.2	Standards to which tests were conducted	SANS 61230 and SANS 1934	
21.3	Test laboratory full name		
21.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY:

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 26

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

Requirements for Item 26 – 11 kV telescopic link stick

Ref. No.	Technical Details	eThekwini Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's model number		
4	Standard to which the link stick complies	SANS 61235	
5	Material of link stick	Electrical grade polymer fiberglass	
6	System nominal voltage	11 kV	_____ kV
7	Link stick to be suitable for use in wet weather conditions	Yes	*Yes/No
8	Extended length of link stick	3,8 m (minimum)	_____ m
9	Un-extended length of link stick	1,45 m (minimum)	_____ m
10	Link stick to have a standard rose adaptor head as detailed in Figure 1 of Section 7	Yes	*Yes/No
11	Marking complies with clause 7.3.26 i)	Yes	*Yes/No
12	Link stick to be supplied with a suitable cleaning silicone cloth	Yes	*Yes/No
13	Link stick to be supplied a bag that complies with clause 7.3.26 k)	Yes	*Yes/No
14	Inspection and maintenance instructions included	Yes	*Yes/No
15	Guarantee period	1 year (minimum)	_____ year(s)
16			
16.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
16.2	Standard to which tests were conducted	SANS 61235	
16.3	Test laboratory full name		
16.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM - DD

RETURNABLE DOCUMENT 27

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

Requirements for Item 27 – 132 kV telescopic link stick

Ref. No.	Technical Details	eThekweni Electricity's Requirement	Bidder's Offer
1	Name of manufacturer		
2	Place of manufacture		
3	Manufacturer's model number		
4	Standard to which the link stick complies	SANS 61235	
5	Material of link stick	Electrical grade polymer fiberglass	
6	System nominal voltage	132 kV	_____ kV
7	Link stick to be suitable for use in wet weather conditions	Yes	*Yes/No
8	Extended length of link stick	9,25 m (minimum)	_____ m
9	Un-extended length of link stick	1,7 m (minimum)	_____ m
10	Link stick to have a standard rose adaptor head as detailed in Figure 1 of Section 7	Yes	*Yes/No
11	Marking complies with clause 7.3.27 i)	Yes	*Yes/No
12	Link stick to be supplied with a suitable cleaning silicone cloth	Yes	*Yes/No
13	Link stick to be supplied a bag that complies with clause 7.3.27 k)	Yes	*Yes/No
14	Inspection and maintenance instructions included	Yes	*Yes/No
15	Guarantee period	1 year (minimum)	_____ year(s)
16	ELCB designed with "Tripped position" in accordance with clause 7.4.1.5?	Yes	*Yes/No
17	ELCB designed with test device to allow periodic testing in accordance with clause 7.4.1.6?	Yes	*Yes/No
18	ELCB creepage distance	In accordance with Table 15 of SANS 60947-1:2017	
19	ELCB pollution degree	Degree 3 in accordance with clause 6.1.3.2 of SANS 60947-1:2017	
20	Actuator designed in accordance with clause 7.3.2.3?	Yes	*Yes/No
21	Terminals designed in accordance with clause 7.3.2.4?	Yes	*Yes/No
22	Size of copper conductor that is able to fit into terminals	35 mm ²	_____ mm ²
23	ELCB marking in accordance with clause 7.4.4?	Yes	*Yes/No
24	ELCB mounting in accordance with clause 7.4.5?	Yes	*Yes/No
25	ELCB shrouds in accordance with clause 7.4.6?	Yes	*Yes/No
26	Tests		
26.1	Detailed test report submitted with bid documents?	Yes	*Yes/No
26.2	Standard to which tests were undertaken	SANS 60947-2 or SANS 556-2-1	
26.3	Test laboratory full name		
26.4	Test report number		

*Delete whichever is not applicable.

BIDDING COMPANY: _____

NAME: _____

CAPACITY OF SIGNATORY: _____

SIGNED: _____

DATE: _____ YYYY - MM - DD

DELIVERY PERIOD SCHEDULE

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

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

Item No.	Initial Order		Subsequent Orders	
	eThekwini Electricity's Preferred Requirement	Bidder's Offer	eThekwini Electricity's Preferred Requirement	Bidder's Offer
1	within 4 weeks		within 2 weeks	
2	within 4 weeks		within 2 weeks	
3	within 4 weeks		within 2 weeks	
4	within 4 weeks		within 2 weeks	
5	within 4 weeks		within 2 weeks	
6	within 4 weeks		within 2 weeks	
7	within 4 weeks		within 2 weeks	
8	within 4 weeks		within 2 weeks	
9	within 4 weeks		within 2 weeks	
10	within 4 weeks		within 2 weeks	
11	within 4 weeks		within 2 weeks	
12	within 4 weeks		within 2 weeks	
13	within 4 weeks		within 2 weeks	
14	within 4 weeks		within 2 weeks	
15	within 4 weeks		within 2 weeks	
16	within 4 weeks		within 2 weeks	
17	within 4 weeks		within 2 weeks	
18	within 4 weeks		within 2 weeks	
19	within 4 weeks		within 2 weeks	
20	within 4 weeks		within 2 weeks	
21	within 4 weeks		within 2 weeks	
22	within 4 weeks		within 2 weeks	
23	within 4 weeks		within 2 weeks	
24	within 4 weeks		within 2 weeks	
25	within 4 weeks		within 2 weeks	
26	within 4 weeks		within 2 weeks	
27	within 4 weeks		within 2 weeks	

BIDDING COMPANY: _____

NAME: _____

SIGNED: _____

CAPACITY OF SIGNATORY: _____

DATE: _____

YYYY - MM - DD

SECTION 4: RETURNABLE TENDER DOCUMENTS

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

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

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

1) AUTHORITY OF SIGNATORY

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

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

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

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

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. [E.9822](#) and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

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

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

2) TAX COMPLIANCE STATUS PIN/TAX CLEARANCE CERTIFICATE

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

3) DECLARATION OF MUNICIPAL FEES

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

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

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

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

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--	--

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 must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

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

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

NAME (Block Capitals):

Date

SIGNATURE:

.....
.....

.....

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

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

Declaration by Tenderer

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

NAME (Block Capitals):

Date

SIGNATURE:

5(a) MBD 4: DECLARATION OF INTEREST**NOTES**

MSCM Regulations: "in the service of the state" means to be:

- (a) a member of:
 - (i) any municipal council.
 - (ii) any provincial legislature.
 - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
- (e) a member of the accounting authority of any national or provincial public enterprise.
- (f) an employee of Parliament or a provincial legislature.

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

- 1 No bid will be accepted from persons **in the service of the state**.
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise

Name of enterprise's representative

3.2 ID Number of enterprise's representative

3.3 Position enterprise's representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

.....

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

If yes, furnish particulars:

.....

.....

Circle Applicable

YES

NO

YES

NO

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

		Circle Applicable	
		YES	NO
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, if required, that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

1.0 GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **Either the 80/20 or 90/10 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the applicable system once tenders are received.
- 1.3 Preference Points for this tender shall be awarded for:
 - **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
 - The total Preference Points, for Price and Specific Goals, is 100.
- 1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.
- 1.5 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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 **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where the municipality intends to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, the municipality must, in the tender documents, stipulate in the case of:
- (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 municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

TABLE 1 - Specific Goals for the tender and points claimed are indicated per the table below. Tenderers are to indicate their points claim for each of the Specific Goals.						
The Specific Goals to be allocated points in terms of this tender	GOAL WEIGHTING	Points ALLOCATED (80/20 system)	Points CLAIMED (80/20 system)	Points ALLOCATED (90/10 system)	Points CLAIMED (90/10 system)	Proof of Claim from *CSD Registration Report
						Report Date: 2023 – MM – YY
						Supplier Number:
Ownership Goal: Race: Black (100 %)	40 %	8		4		B-BBEE Information Black Ownership %
RDP Goal: The promotion of South African owned enterprises.	30 %	6		3		Supplier Address Information: _____
RDP Goal: The promotion of export-oriented production to create jobs.	30 %	6		3		Industry Classification: _____
TOTAL	100 %	20		10		*No later than one month prior to bid closing date
RDP Goal: The Creation of new jobs to address black youth unemployment						
RDP Goal: The promotion of enterprises located in a specific municipal area.						
RDP Goal: Social upliftment of communities						
RDP Goal: The promotion of SMMEs owned by PPG (contracts >R5m)						
Should the municipality apply a combination of Specific Goals, the points for the individual goals will be weighted according to the Goal Weightings specified in the Tender Data to arrive at the final points for Preferential Points for Specific Goals .						
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: <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> (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 <i>audi alteram partem</i> (hear the other side) rule has been applied; and (e) forward the matter for criminal prosecution, if deemed necessary. 						
NAME (Block Capitals):				Date		
SIGNATURE:						

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

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - been convicted for fraud or corruption during the past five years.
 - wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - 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.

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

-
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent Rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the [amount specified in SCC](#).
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, [unless otherwise specified](#).
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, [including additional requirements](#), if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms [specified in the contract](#).
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery [in the manner specified](#).
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).
-

13. Incidental Services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand **unless otherwise stipulated**.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

27. Settlement of Disputes

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

28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. Transfer of Contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

SECTION 6: SPECIAL/ADDITIONAL CONDITIONS OF CONTRACT

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SCC)** for details that apply specifically to this bid. The **SCC** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**. Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies. Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

SCC 1.2 CONTRACT

- a) This contract commencement and termination date is based on the date of signature of the letter of award (LOA).
- b) The termination date will be 36 months after the date of signature as reflected on the LOA.

SCC 7.1 PERFORMANCE SECURITY

The liability of the Performance Security shall be Nil.

SCC 10.1 DELIVERY AND DOCUMENTS

Delivery of goods shall be by road to eThekweni Electricity, Main Stores, 11 Electron Road, (off Umgeni Road), Springfield, Durban.

SCC 12.1 TRANSPORTATION

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

SCC 16.1 PAYMENT

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

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

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

SCC 17 PRICES

Price(s) submitted on the **OFFICIAL TENDER FORM** shall be based on one or a combination of the following:

- i) Rates of exchange, with the base rate as that published by a reputable South African bank seven-days prior to bid closing;
- ii) SEIFSA indices, with indices as that published by SEIFSA two-months prior to bid closing; or
- iii) CPI per province (KwaZulu-Natal) as specified on **Table A (Consumer Price Index: Main indices) of Statistical Release P0141**, as that published by Statistics South Africa two-months prior to bid closing.

A) RATES OF EXCHANGE

The first adjustment of the price(s) declared on the **OFFICIAL TENDER FORM** shall be undertaken when the Contractor(s) receives the first "Official Purchase Order", on condition that:

- a) The Contractor(s), within seven-days of receiving the "Official Purchase Order", arranges "forward exchange cover" i.e. fixing the rate of exchange;
- b) The "forward exchange cover" is arranged via a reputable South African bank; and
- c) The "forward exchange cover" shall be firm for the first month from the date of the "Official Purchase Order".

Hence, the first adjustment of price(s) declared on the **OFFICIAL TENDER FORM** shall take into account any variation in the rates of exchange between the following dates:

- i) The date of the base rate as that published by a reputable South African bank seven days prior to bid closing; and
- ii) The date the "forward exchange cover" is arranged after the first "Official Purchase Order".

The adjustment of price(s) shall then be undertaken for subsequent orders provided that the Contractor(s) arranges "forward exchange cover" via a reputable South African bank after each order. The price difference shall be paid or deducted by the Municipality in correlation with any

increase or decrease in the basic rate of exchange.

Upon the failure of the Contractor(s) to arrange “forward exchange cover”, the Contractor(s) shall be liable should there be an increase in the basic rate of exchange occurring after the last-mentioned date.

B) SEIFSA INDICES

The first adjustment of the price(s) declared on the **OFFICIAL TENDER FORM** shall be undertaken when the Contractor(s) receives the first “Official Purchase Order” and shall take into account any variation in indices between the:

- i) indices published by SEIFSA two-months prior to bid closing; and
 - ii) indices published by SEIFSA two-months prior to the date of the first “Official Purchase Order”.
- The adjustment of price(s) for subsequent orders shall then be undertaken on the date of every order in accordance with the respective indices, two-months prior, as those published by SEIFSA.

C) CONSUMER PRICE INDEX (CPI)

The first adjustment of the price(s) declared on the **OFFICIAL TENDER FORM** shall be undertaken when the Contractor(s) receives the first “Official Purchase Order” and shall take into account any variation in the CPI between the:

- i) CPI published by Statistics South Africa two-months prior to bid closing; and
- ii) CPI published by Statistics South Africa two-months prior to the date of the first “Official Purchase Order”.

The adjustment of price(s) for subsequent orders shall then be undertaken on the date of every order in accordance with the CPI per province (KwaZulu-Natal) as specified on **Table A (Consumer Price Index: Main indices) of Statistical Release P0141**, two-months prior, as those published by Statistics South Africa.

SCC 21.1 DELAYS IN THE SUPPLIER'S PERFORMANCE

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

SCC 22.1 PENALTIES

If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the **DELIVERY PERIODS SCHEDULE** of **ACT 9**, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price a penalty of 0,5 % of the order for each stock item that has not been supplied, and capped at 5 %. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

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

For contract awards that are greater than R 10M, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

ACC 2 QUALITY OF PRODUCTS

No inferior products will be accepted under this enquiry.

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

ACC 3 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES (COID) ACT NO. 130 of 1993

This act replaces the Workmen's Compensation Act.

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

ACC 4 DAMAGE TO PERSONS AND PROPERTY

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

ACC 5 ESTIMATED QUANTITIES

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

ACC 6 SERVICE PROVIDER OFFICE REQUIREMENTS

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

SECTION 7: SCOPE OF SUPPLY AND TECHNICAL REQUIREMENTS**7.1 SCOPE OF SUPPLY**

This specification details the supply, delivery and off-loading of testing and earthing equipment used in eThekweni Electricity's electrical network.

7.2 NORMATIVE REFERENCES, ENVIRONMENTAL AND OPERATING CONDITIONS

7.2.1 The following normative references contain provisions which, through reference in this text, constitute requirements of this specification.

Table 1 – Normative references

DIN 48087: 1985	Portable apparatus for earthing and short-circuiting; coupling part
SANS 164-1: 2018	Plug and socket-outlet systems for household and similar purposes for use in South Africa, Part 1: Two-pole and earth, 16 A 250 V a.c. system
SANS 556-2-1: 2018	Low voltage switchgear, Part 2 – 1: Earth leakage circuit breakers
SANS 1574-3: 2018	Electric flexible cables with solid extruded dielectric insulation, Part 3: PVC insulated cables for industrial use
SANS 1934: 2017	Live working – Selection, application and maintenance of portable equipment for earthing or earthing and short-circuiting on medium voltage and high voltage electrical systems
SANS 60529: 2013	Degrees of protection provided by enclosures (IP Code)
SANS 61010-1: 2010	Safety requirements for electrical equipment for measurement, control and laboratory use Part 1: General requirements
SANS 61230: 2009	Live working – Portable equipment for earthing or earthing and short-circuiting
SANS 61235:1993	Live Working – Insulating hollow tubes for electrical purposes
SANS 61243-1: 2010	Live working – Voltage detectors, Part 1: Capacitive type to be used for voltages exceeding 1 kV a.c.
SANS 61243-3: 2016	Live working – Voltage detectors, Part 3: Two-pole low voltage type
SANS 61243-5: 1997	Live working – Voltage detectors, Part 5: Voltage detecting systems (VDS)
SANS 61481-2: 2016	Live working – Phase comparators, Part 2: Resistive type to be used for voltages from 1 kV a.c. to 36 kV a.c.
VC 8035: 2016	Compulsory specification for earth leakage protection devices

7.2.2 The environmental and operating conditions detailed in Table 2 shall be taken into account when designing testing and earthing equipment detailed in this specification to ensure these items will operate satisfactorily for the duration of its design life.

Table 2 – Environmental and operating conditions

Altitude		sea-level to 1 000 m	
Ambient temperature – Minimum		0 °C	
Ambient temperature – Maximum		40 °C	
Ambient temperature – Average		35 °C measured over a period of 24 h	
Atmospheric-corrosivity category		C5 in accordance with SANS 12944-2	
Nominal voltages	11 kV	Basic Impulse insulation levels	75 kV
	33 kV		170 kV
	132 kV		132 kV
Climate		humid, heavily salt-laden and sub-tropical	
Highest system phase-to-phase voltage		132 kV	
Irradiation (annual)		1 700 kWh/m ²	
Lightning level/lightning ground flash density		High with up to 5 flashes per km ² per year	
Rainfall – Average annual		1 000 mm	
Relative humidity – Average		95 % measured over a period of 24 h	
System frequency		50 Hz	
Wind speeds		31 m/s	

7.3 **TECHNICAL REQUIREMENTS FOR TESTING AND EARTHING EQUIPMENT**

7.3.1 **Requirements for item 1 of SCHEDULE A: 250 MVA Hazemeyer Magnefix single pole earthing kit**

- a) The 250 MVA Hazemeyer Magnefix single pole earthing kit (or equivalent) shall fully comply with the requirements detailed in SANS 61230 and be type tested. The type test report, undertaken by an ILAC accredited test laboratory, shall be submitted with the bid documents.
- b) The earthing kit shall:
 - i) be suitable for earthing of the Hazemeyer Magnefix type MD4 ring main units manufactured by the HOLEC Switchgear group and rated for 10 kV to 12 kV at 250 A;
 - ii) have a short circuit current rating of 14 kA for one second;
 - iii) be legibly and indelibly marked with the manufacturer's name or logo, model number, serial number and the following information "250 MVA HAZEMEYER MAGNEFIX SINGLE POLE EARTHING KIT";
 - iv) be supplied in a bag that provides mechanical protection and complete storage for the earthing kit and its accessories; and
 - v) comprise of the following items:
 - aa) three earthing caps;
 - bb) four earthing cables;
 - cc) one shorting bar; and
 - dd) one operating handle.
- c) The earthing cables shall:
 - i) be flexible and be insulated with UV-stabilised transparent insulation. All lugs shall be crimped onto the earthing cable with at least one crimp onto the cable sheathing. A mechanical stress control sleeve shall be applied over the crimped section of each lug. The sleeve shall extend to 70 mm over the cable sheathing;
 - ii) be 800 mm long; and
 - iii) be multi-stranded copper having a cross-sectional area of at least 70 mm².
- d) It shall be possible to remove the bolt used at the point of common connection of the cables.
- e) Stainless steel fasteners shall be used to secure the cables together and to the earth clamp.
- f) The shorting bar shall be manufactured from tinned copper with three 12 mm diameter holes.
- g) The earthing kit shall have a minimum guarantee period of one year.

7.3.2 **Requirements for item 2 of SCHEDULE A: 350 MVA Hazemeyer Magnefix single pole earthing kit**

- a) The 350 MVA Hazemeyer Magnefix single pole earthing kit (or equivalent) shall fully comply with the requirements detailed in SANS 61230 and be type tested. The type test report, undertaken by an ILAC accredited test laboratory, shall be submitted with the bid documents.
- b) The earthing kit shall:
 - i) be suitable for earthing of the Hazemeyer Magnefix type MF ring main units manufactured by the HOLEC Switchgear group and rated for 12 kV at 400 A;
 - ii) have a short circuit current rating of 20 kA for one second;
 - iii) be legibly and indelibly marked with the manufacturer's name or logo, model number, serial number and the following information "350 MVA HAZEMEYER MAGNEFIX SINGLE POLE EARTHING KIT";
 - iv) be supplied in a bag that provides mechanical protection and complete storage for the earthing kit and its accessories; and
 - v) comprise of the following items:
 - aa) three earthing caps;
 - bb) four earthing cables;
 - cc) one shorting bar; and
 - dd) one operating handle.
- c) The earthing cables shall:
 - i) be flexible and be insulated with UV-stabilised transparent insulation. All lugs shall be crimped onto the earthing cable with at least one crimp onto the cable sheathing. A mechanical stress control sleeve shall be applied over the crimped section of each lug. The sleeve shall extend to 70 mm over the cable sheathing;
 - ii) be 1 000 mm long; and
 - iii) be multi-stranded copper having a cross-sectional area of at least 70 mm².
- d) It shall be possible to remove the bolt used at the point of common connection of the cables.
- e) Stainless steel fasteners shall be used to secure the cables together and to the earth clamp.
- f) The shorting bar shall be manufactured from tinned copper with three 12 mm diameter holes.
- g) The earthing kit shall have a minimum guarantee period of one year.

7.3.3 Requirements for item 3 of SCHEDULE A: Cable spiking gun

- a) The cable spiking gun assembly shall be manufactured from corrosion resistant material;
- b) The cable spiking gun assembly shall be supplied in a kit that includes the following:
 - i) the spiking gun;
 - ii) a 10 m lanyard;
 - iii) cleaning tools;
 - iv) a 30 mm wide chisel;
 - v) a jacking attachment for removing the chisel from a cable after spiking; and
 - vi) a rigid case that provides mechanical protection and complete storage of the spiking gun and all its accessories.
- c) The spiking gun assembly shall comprise of a head, a body that houses a 30 mm wide chisel and a set of split clamps.
- d) The head shall be capable of housing a blank gun cartridge and shall have a safety catch to ensure that accidental firing of the trigger is prevented. The trigger shall be operable via a lanyard with a minimum length of 10 m.
- e) The split clamp shall be suitable to fit around cables up to 100 mm in diameter. It shall be adjustable and have fasteners (wing nuts) capable of being tightened by hand. This 'hand tightening' shall be sufficient to ensure that the clamp is fastened around the cable.
- f) Although the cable will be switched OFF, there lies a probability of spiking a LIVE cable and therefore the spiking gun assembly shall be able to withstand the temperature and mechanical forces which arise when spiking a live cable.
- g) It shall be possible to:
 - i) easily remove the chisel from the spiked cable with a jacking attachment;
 - ii) replace a damaged chisel quickly and at low cost; and
 - iii) sharpen a damaged chisel and re-use the chisel.
- h) Bidders that offer a cable spiking gun assembly are compelled to offer the cable spiking gun cartridges described in **clause 7.3.4** and the cable spiking gun chisel described in **clause 7.3.5**. This is due to the method of evaluation detailed in j) below.
- i) The cable spiking gun, cable spiking gun cartridges and cable spiking gun chisel shall be evaluated together as follows:

$$T_c = A + 50B + C$$

Where: T_c = Total cost

A = Price of a cable spiking gun (item 3 of SCHEDULE A)

B = Price of one box of cable spiking gun cartridges (item 4 of SCHEDULE A)

C = Price of a cable spiking gun chisel (item 5 of SCHEDULE A)

Note: The technically compliant Bidder with the lowest T_c will be recommended for acceptance for items 3 to 5.

- j) The cable spiking gun shall be indelibly marked with the manufacturer's name or logo, model number and a serial number.
- k) The spiking gun assembly shall have a minimum guarantee period of one year.
- l) A cable spiking gun assembly capable of penetrating all types of electric cables in Table 3, to prove that they are not LIVE, shall be provided.

Table 3 - Cable types and sizes suitable for spiking gun use

Cable type	Cable size
Paper insulated lead covered (PILC) cable	6,35/11 kV 3 core, 95 mm ² aluminium conductor, paper insulated, screened, lead alloy E sheathed, PVC bedded, steel tape armoured and PVC served
	6,35/11 kV 3 core, 150 mm ² aluminium conductor, paper insulated, screened, lead alloy E sheathed, PVC bedded, steel tape armoured and PVC served
	6,35/11 kV 3 core, 240 mm ² aluminium conductor, paper insulated, screened, lead alloy E sheathed, PVC bedded, steel tape armoured and PVC served

Table 3 - Cable types and sizes suitable for spiking gun use (concluded)

Cable type	Cable size
Paper insulated lead covered (PILC) cable	6,35/11 kV 3 core, 300 mm ² copper conductor, paper insulated, screened, lead alloy E sheathed, PVC bedded, steel tape armoured and PVC served
	6,35/11 kV 1 core, 630 mm ² stranded copper conductor, paper insulated, Screened, lead alloy E sheathed and PVC served
Cross-linked polyethylene (XLPE) insulated cable	19/33 kV single core, 240 mm ² stranded copper, XLPE insulated cable
	6,35/11 kV single core, 630 mm ² stranded copper, XLPE insulated cable
	Cable, 6,35/11 kV 3 core, 95 mm ² aluminium conductor, XLPE insulated, PVC Bedded, Galvanised Steel Wire Armoured and PVC Served
	Cable, 6,35/11 kV 3 core, 150 mm ² aluminium conductor, XLPE insulated, PVC Bedded, Galvanised Steel Wire Armoured and PVC Served
	Cable, 6,35/11 kV 3 core, 240 mm ² aluminium conductor, XLPE insulated, PVC Bedded, Galvanised Steel Wire Armoured and PVC Served
	Cable, 6,35/11 kV 3 core, 300 mm ² aluminium conductor, XLPE insulated, PVC Bedded, Galvanised Steel Wire Armoured and PVC Served
	Cable, 240 mm ² , 600/1 000 V, single core, XLPE insulated, compacted aluminium cable

7.3.4 Requirements for item 4 of SCHEDULE A: Cable spiking gun cartridges

- a) The cartridges shall:
 - i) be manufactured by the manufacturer of the spiking gun described in **clause 7.3.3**, hence be compatible for use;
 - ii) fit perfectly onto the chisel described in **clause 7.3.5**;
 - iii) be size 10 mm × 16 mm;
 - vi) be easily removable from the spiking gun after firing;
 - v) be supplied in a rigid box of 50 cartridges. The box shall provide storage and mechanical protection for the cartridges; and
 - v) be marked with the manufacturers trademark or logo.
- b) Bidders that offer the cable spiking gun cartridges are compelled to offer the cable spiking gun described in **clause 7.3.3** and the cable spiking gun chisel described in **clause 7.3.5**.
- c) The cable spiking gun, cable spiking gun cartridges and cable spiking gun chisel shall be evaluated as detailed in clause **7.3.3 j**).

7.3.5 Requirements for item 5 of SCHEDULE A: Cable spiking gun chisel

- a) The spiking gun chisel shall:
 - i) be manufactured by the Manufacturer of the spiking gun described in **clause 7.3.3**; and
 - ii) be an exact replacement for the chisel supplied with the above spiking gun.
- b) Bidders that offer cable spiking gun chisels are compelled to offer the cable spiking gun described in **clause 7.3.3** and the cable spiking gun cartridges described in **clause 7.3.4**.
- c) The cable spiking gun, cable spiking gun cartridges and cable spiking gun chisel shall be evaluated as detailed in clause **7.3.3 j**).

7.3.6 Requirements for item 6 of SCHEDULE A: Cable identification system

- a) A cable identification system that can positively identify installed electric cables shall be provided.
- b) The cable identification system shall:
 - i) comprise of a transmitter, a receiver, cables and accessories;
 - ii) be able to identify single-core and multi-core paper insulated lead covered (PILC) cables, cross-linked polyethylene (XLPE) cables or polyvinyl chloride (PVC) cables. The conductor material of the cable is either aluminium or copper or a combination of both. The cores of the cable may be unscreened, individually screened or collectively screened;
 - iii) be capable of positively identifying healthy as well as faulted cables;
 - iv) use the audio frequency "twisted-field method" to identify the correct cable;
 - v) be able to positively identify a single cable within a trench containing only one cable or a number of cables;
 - vi) be capable of identifying the correct cable even if an underground cable loop is present;
 - vii) be able to identify live low voltage cables;
 - viii) be supplied in rigid case that provides mechanical protection and complete storage for the cable identification system and all its accessories. The case shall have a shoulder strap to aid carrying; and
 - ix) be indelibly marked with the manufacturer's name or logo, model number and a serial number.
- c) The transmitter shall not have a time out function and it shall continue to produce a signal until it is manually switched off.
- d) The receiver shall provide an indication for the correct cable and give no indication for an incorrect cable.
- e) The transmitter shall be powered by a lithium-ion rechargeable battery and its associated charger that works off a 230 V a.c., 50 Hz supply shall be provided. The rechargeable battery shall not be embedded into the device, and it shall be possible to replace the battery at the end of its life. The battery capacity shall be monitored and displayed.
- f) The receiver shall be powered by lithium-ion batteries. The battery capacity shall be monitored and displayed.
- g) All test and power supply leads shall be supplied.
- h) Where connectors other than standard banana plugs are used, these connectors shall be robust enough to withstand the rigours of daily use. The successful Bidder shall be required to upgrade any plastic manufacturer's connectors to more robust metal connectors at no extra cost to eThekweni Electricity if the plastic connectors fail. This modification shall not affect the Manufacturer's warranty.
- i) The successful Bidder shall provide training on the operation, care and maintenance of the equipment for 10 eThekweni Electricity staff.
- j) Bidders may be required to demonstrate the operation of the cable identification system, during the evaluation and within seven days of request, at eThekweni Electricity's System Operation's training yard situated at 11 Electron Rd, Springfield, Durban.
- k) The cable identification system shall have a minimum guarantee period of one year.

7.3.7 Requirements for item 7 of SCHEDULE A: Cable tracer

- a) A cable tracer that can trace the route of installed, underground electric cables shall be provided.
- b) The cable tracer shall comprise of a transmitter, a receiver, cables and accessories (inclusive of current transformer (CT) clamps, where applicable).
- c) The cable tracer shall be suitable for tracing both single-core and multi-core cables, paper insulated lead covered (PILC) cables, cross-linked polyethylene (XLPE) cables or polyvinyl chloride (PVC) cables. The conductor material of the cable is either aluminium or copper or a combination of both. The cores of the cable may be unscreened, individually screened or collectively screened.
- d) The cable tracer will be used primarily to trace cable routes of live cables hence the cable tracer shall be able to positively identify cable routes without the need to switch off cables and connect the transmitter to the cable cores.
- e) In congested networks and where greater accuracy is required, it shall be possible to connect the transmitter directly to the cores of the cable being traced. This method shall be an additional feature and not the primary means of connecting the transmitter.
- f) The cable tracer shall:
 - i) provide route tracing of cables;
 - ii) provide depth evaluation of cables;
 - iii) have user friendly controls and shall be easy to operate with minimum set up;
 - iv) be supplied in a case or bag that provides mechanical protection and complete storage of the cable tracer and all its accessories; and
 - v) be indelibly marked with the manufacturer's name or logo, model number and a serial number.
- g) The transmitter shall have automatic and manual frequency selection.
- h) The receiver shall be capable of locating a cable using left-right guidance.

- i) The transmitter and the receiver shall be powered by lithium-ion and alkaline batteries, respectively. The batteries shall not be embedded into the device, and it shall be possible to replace the battery at the end of its life. The battery capacity shall be monitored and displayed. The battery capacity shall be monitored and displayed;
- j) The successful Bidder shall offer training on the operation, care and maintenance of the equipment for 10 eThekweni Electricity staff;
- k) Bidders may be required to demonstrate the operation of the cable tracer, during the evaluation and within seven days of request, at eThekweni Electricity's System Operation's training yard situated at 11 Electron Rd, Springfield, Durban.
- l) The cable tracer shall have a minimum guarantee period of one year.

7.3.8 Requirements for item 8 of SCHEDULE A: 1 kV combined multimeter and insulation resistance tester

- a) The multimeter function of the unit shall have:
 - i) a voltage measurement range of 0 V a.c. to 750 V a.c. and 0 V d.c. to 750 V d.c. or greater;
 - ii) a resistance measurement range of 0 Ω to 400 Ω or greater with a minimum resolution of 0,01 Ω ;
 - iii) an audible continuity tester that also displays the resistance of the circuit under test;
 - iv) an automatic range function; and
 - v) a hold function.
- b) The insulation resistance tester function of the unit shall:
 - i) have selectable voltage output levels of 250 V d.c., 500 V d.c. and 1 000 V d.c.;
 - ii) have an insulation resistance measurement range of 0 Ω to 500 M Ω or greater with a resolution of 1 M Ω or better at the 1 000 V d.c. setting;
 - iii) have a battery test facility;
 - iv) have a self-discharge facility;
 - v) have a minimum short circuit current output of 1 mA; and
 - vi) have a hold and auto shut-off facility to conserve battery power.
- c) The test leads shall:
 - i) be provided with two removable, insulated crocodile clamps capable of securing onto a 15 mm section;
 - ii) be silicone insulated and have a minimum voltage insulation level of 1 000 V d.c.;
 - iii) be red and black in colour (one red lead and one black lead); and
 - iv) be at least 1 m in length.
- d) The unit shall:
 - i) comply with Category III, 600 V (or higher) of IEC 61010-1 or SANS 61010-1;
 - ii) be supplied in a case that provides mechanical protection and complete storage of the unit and all its accessories;
 - iii) have a flip-out stand, integrated into the multimeter housing, to allow the display to be read easily during testing;
 - iv) be powered by alkaline batteries and have a low battery indicator; and
 - v) be indelibly marked with the manufacturer's name or logo, model number and a serial number.
- e) The combined multimeter and insulation resistance tester shall have a minimum guarantee period of one year.

7.3.9 Requirements for item 9 of SCHEDULE A: Earth resistance tester

- a) An earth resistance tester that obtains measurements using the three-wire method of testing shall be provided.
- b) The earth resistance tester shall:
 - i) comply with Category III, 600 V (or higher) of IEC 61010-1 or SANS 61010-1;
 - ii) have an output voltage of 200 V d.c. or greater;
 - iii) have resistance range of 0 Ω to 2 000 Ω with a minimum resolution of 0,1 Ω ;
 - iv) have a "lock-to-test" and automatic power off facility;
 - v) be powered by alkaline batteries and have a low battery indicator;
 - vi) be supplied with three earth spikes that can be driven into the ground by hand;
 - vii) be supplied in a case that provides mechanical protection and complete storage of the unit and all its accessories; and
 - viii) be indelibly marked with the manufacturer's name or logo, model number and a serial number.
 - ix) have an auto shut-off facility to conserve battery power.
- c) Test leads shall be supplied in accordance with the following:
 - i) each lead shall be supplied with insulated crocodile clamps capable of securing onto a 15 mm section;
 - ii) three leads with minimum lengths of 5 m, 10 m and 15 m;
 - iii) the leads shall have a reel or spool for convenient storage;
 - iv) the leads shall be heavy-duty and suitable for harsh environmental conditions; and
 - v) silicone as insulation material

d) The earth resistance tester shall have a minimum guarantee period of one year.

7.3.10 Requirements for item 10 of SCHEDULE A: 5 kV Insulation resistance tester

- a) The insulation resistance tester shall:
- i) comply with Category III, 600 V (or higher) of IEC 61010-1 or SANS 61010-1;
 - ii) have voltage outputs of at least 500 V d.c., 1 000 V d.c., 2 500 V d.c. and 5 000 V d.c.;
 - iii) have a readable indication range of 0 Ω to 1 000 G Ω with a minimum resolution of 1 G Ω at 5 000 V d.c., 0,1 G Ω at 2 500 V d.c., 0,01 G Ω at 1 000 V d.c. and 1 M Ω at 500 V d.c.;
 - iv) have an automatic discharge facility for capacitive circuits under test;
 - v) have a short circuit current output of up to 2 mA;
 - vi) have a test button lock feature;
 - vii) not have a time out function and shall continue to test as long as the test button is depressed;
 - viii) provide a warning if the circuit under test is alive;
 - ix) have a guard terminal to minimise surface leakage errors;
 - x) display the test voltage during the insulation resistance test;
 - xi) be powered by alkaline batteries and have a low battery indicator;
 - xii) be supplied in a rigid case that provides mechanical protection and complete storage of the unit and all its accessories; and
 - xiii) be indelibly marked with the manufacturer's name or logo, model number and a serial number.
- ix) have an auto shut-off facility to conserve battery power.
- b) The test leads shall:
- i) be provided with three removable insulated crocodile clamps (one red and one black and one green) capable of securing onto a 15 mm section;
 - ii) have a minimum voltage insulation level of 5 000 V d.c.;
 - iii) be of the heavy duty type;
 - iv) be at least 2 m in length; and
 - v) be silicone insulated
- c) The insulation resistance tester shall have a minimum guarantee period of one year.

7.3.11 Requirements for item 11 of SCHEDULE A: Earth loop impedance and prospective short circuit (PSC) tester

The earth loop impedance and PSC tester shall:

- a) comply with Category III, 600 V (or higher) of IEC 61010-1 or SANS 61010-1;
- b) be capable of conducting both an earth loop impedance test and prospective short circuit (PSC) test;
- c) be capable of conducting an earth loop impedance test without the bridging out of earth leakage units;
- d) be supplied with all accessories associated with the tester for the purpose of testing, e.g. test lead with moulded three-pin SA plug, external earth probe, test lead pouch, shoulder strap and pad, distribution board lead set, etc.;
- e) be powered by the circuit under test;
- f) be supplied in a rigid case that provides mechanical protection and complete storage of the unit and all its accessories;
- g) be supplied with test leads that are at least 1 m each in length;
- h) have an auto shut-off facility to conserve battery power.
- i) be indelibly marked with the manufacturer's name or logo, model number and a serial number; and
- j) have a minimum guarantee period of one year.

7.3.12 Requirements for item 12 of SCHEDULE A: Low voltage phase rotation meter

The low voltage phase rotation meter shall:

- a) comply with Category III, 600 V (or higher) of IEC 61010-1 or SANS 61010-1;
- b) be suitable for use on eThekweni Electricity's low voltage three-phase, four wire system;
- c) be suitable to function in a voltage range of $<500 \text{ V} \pm 10\%$;
- d) provide a clear indication as to the phase rotation of the circuit under test by means of a rotating disc;
- e) indicate the absence of voltage on any phase under test;
- f) be supplied with test leads, that are at least 1 m in length, with fully insulated crocodile clamps capable of securing onto a 15 mm (or greater) section;
- g) be of the non-contact type i.e. the crocodile clamps must obtain their signals while secured onto the insulation of cables and not directly in contact with live parts;
- h) be powered by the circuit under test;
- i) be supplied in a case or bag that provides mechanical protection and complete storage of the unit and all its accessories;
- j) be indelibly marked with the manufacturer's name or logo, model number and a serial number; and
- k) have a minimum guarantee period of one year.

7.3.13 Requirements for item 13 of SCHEDULE A: Current clamp meter and voltmeter

- a) The current clamp function of the unit shall:
- i) comply with Category III, 600 V (or higher) of IEC 61010-1 or SANS 61010-1;
 - ii) have an auto range function and a hold function;
 - iii) be capable of measuring currents from 0 A to at least 2 000 A; with a 0,1 A resolution;
 - iv) have an internal jaw diameter of at least 55 mm;
 - v) be powered by alkaline batteries and have a low battery indicator;
 - vi) have an auto shut-off facility to conserve battery power.
 - vii) be supplied in a case or bag that provides mechanical protection and complete storage of the unit and all its accessories; and
 - viii) be indelibly marked with the manufacturer's name or logo, model number and a serial number.
- b) The voltmeter function of the unit shall:
- i) have a voltage measurement range of 0 V a.c. to 750 V a.c. and 0 V d.c. to 750 V d.c. with a minimum resolution of 0,1 V;
 - ii) have an auto range function; and
 - iii) be supplied with one red test lead and one black test lead with a minimum voltage insulation level of 750 V d.c.. The leads shall have a minimum length of 1 m.
- c) The current clamp meter and voltmeter shall have a minimum guarantee period of one year.

7.3.14 Requirements for item 14 of SCHEDULE A: Test leads

The test leads shall:

- a) comply with Category III, 600 V (or higher) of IEC 61010-1 or SANS 61010-1;
- b) be rated at 10 A or greater;
- c) be supplied as a set of one red test lead and one black test lead with a minimum voltage insulation level of 1 000 V d.c.;
- d) be silicone insulated with safety shrouded pin type probe tips on one end, and 4 mm shrouded right angle banana plugs at the other end;
- e) be at least 1 m in length;
- f) be suitable for use in temperatures from 0 °C to 40 °C;
- g) be indelibly marked with the manufacturer's name or logo and model number; and
- h) have a minimum guarantee period of one year.

7.3.15 Requirements for item 15 of SCHEDULE A: Proximity voltage detector

The proximity voltage detector shall:

- a) have a voltage range selector switch to select between 230 V a.c, 11 kV a.c, 33 kV a.c, 132 kV a.c and 275 kV a.c.;
- b) suitable to detect voltages of live conductors from the following distances:

Voltage level	Minimum safety clearance
230 V a.c	0,2 m
11 kV a.c	0,2 m
33 kV a.c	0,43 m
132 kV a.c	1,45 m
275 kV a.c	2,35 m

- c) have a visual and audible indication as to the presence of voltage of the circuit under test;
- d) be powered by alkaline batteries and have a low battery indicator;
- e) have an auto shut-off facility to conserve battery power.
- f) have a self-test feature;
- g) have a standard rose adaptor, as shown in Figure 1, that will allow the detector to be attached to a telescopic link stick;
- h) be light weight, compact and robust;
- i) be suitable for indoor and outdoor use and in wet weather;
- j) be supplied in a case or bag that provides mechanical protection and complete storage of the unit;
- k) be indelibly marked with the manufacturer's name or logo, model number and a serial number; and
- l) have a minimum guarantee period of one year.

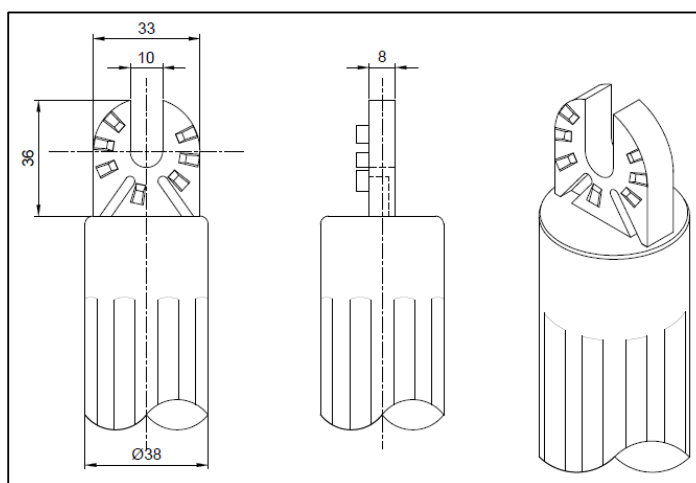


Figure 1 – Standard rose adaptor

7.3.16 Requirements for item 16 of SCHEDULE A: Clamp-on earth resistance tester

The clamp-on earth resistance tester shall:

- a) comply with Category III, 600 V (or higher) of IEC 61010-1 or SANS 61010-1;
- b) be able to measure earth resistance without breaking the circuit under test or the use of auxiliary earth spikes;
- c) be able to detect leakage current to earth;
- d) be capable of measuring resistance in the range of 0 Ω to 1 500 Ω (or greater) with a resolution of at least 0,01 Ω ;
- e) be capable of measuring earth leakage current from 0,2 mA to 30 A (or greater);
- f) have an internal jaw diameter of at least 35 mm;
- g) have a display hold function;
- h) be capable of displaying at least four digits;
- i) have an auto range facility for current and resistance;
- j) be supplied with fixed resistances of 1 Ω and 10 Ω to check the accuracy of the device;
- k) be powered by alkaline batteries and have a low battery indicator;
- l) have an auto shut-off facility to conserve battery power.
- m) be supplied in a rigid case that provides mechanical protection and complete storage of the unit and all its accessories;
- n) be indelibly marked with the manufacturer's name or logo, model number and a serial number; and
- o) have a minimum guarantee period of one year.

7.3.17 Requirements for item 17 of SCHEDULE A: Portable earth leakage unit

- a) This portable earth leakage (PEL) unit shall be designed to provide earth leakage protection for appliances where the supply is derived from a circuit that does not have earth leakage protection.
- b) The PEL unit shall comprise of a robust enclosure housing an earth leakage unit and a standard 16 A socket outlet connected to standard 16 A plug top with a 1,5 m length of cord.
- c) The PEL unit shall:
 - i) comply with the requirements detailed in SANS 556-2-1 and VC 8035;
 - ii) be rated at least 253 V, and 16 A;
 - iii) have a sensitivity of 15 mA to 30 mA;
 - iv) have a trip indication; and
 - v) have the "ON" position clearly and indelibly marked.
- d) The socket outlet and plug top of the PEL unit shall:
 - i) comply with the requirements detailed in SANS 164-1; and
 - ii) be rated at least 253 V and 16 A.
- e) The cord of the PEL unit shall:
 - i) comply with the requirements detailed in SANS 1574-3;
 - ii) be manufactured from PVC insulated, multi-stranded copper, rated at not less than 16 A; and
 - iii) be at least 1,5 m in length.
- f) The PEL unit shall be indelibly marked with the manufacturer's name or logo, model number and a serial number; and
- g) The PEL unit shall have a minimum guarantee period of one year.

7.3.18 Requirements for item 18 of SCHEDULE A: Low voltage detector

The low voltage detector shall:

- a) comply with the requirements detailed in SANS 61243-3 and SANS 60529 and be type tested;
- b) have two poles;
- c) only indicate voltage presence when it is in direct contact with the conductive parts of the test object;
- d) have a voltage measurement range of 0 V a.c. to 750 V a.c. and 0 V d.c. to 750 V d.c. (minimum);
- e) have an indication (LED indicators) that is visible in bright sunlight as well as at night;
- f) have a probe tips suitable for repeatedly piercing PVC insulation;
- g) have an ingress protection rating of IP 65 or better;
- h) have probe tips without any threads;
- i) be supplied in a case or bag that provides mechanical protection and complete storage of the unit;
- j) be powered by the circuit under test (battery powered units shall not be accepted);
- k) be indelibly marked with the manufacturer's name or logo, model number and a serial number; and
- l) have a minimum guarantee period of one year.

7.3.19 Requirements for item 19 of SCHEDULE A: 11 kV voltage detector

- a) The 11 kV voltage detector and its accessories shall comply with the requirements detailed in SANS 61243-1 and be type tested. The type test report, undertaken by an ILAC accredited test laboratory, shall be submitted with the bid documents.
- b) The 11 kV voltage detector shall:
 - i) only indicate voltage presence when it is in direct contact with conductive parts of the test object;
 - ii) have a voltage detection range of 3 kV a.c. to 15 kV a.c.;
 - iii) have an audible and visual indication to indicate the presence of voltage;
 - iv) be suitable for outdoor use and in wet weather;
 - v) be powered by 9 V alkaline battery;
 - vi) have a self-diagnostic test facility to check the battery and unit indication;
 - vii) have an auto shut-off facility for conserving battery power.
 - viii) remain in the "ready-to-test" state for at least two minutes after the test button has been depressed;
 - ix) have a standard rose adaptor (as shown in Figure 1); and
 - x) be indelibly marked with the voltage detection range of the unit as well as the manufacturer's name or logo, model number and serial number.
- c) The 11 kV voltage detector shall be supplied in a kit that comprises of the following:
 - i) the detector described above;
 - ii) an insulating stick, suitable for 11 kV, with an extension piece and a standard rose adaptor (as shown in Figure 1);
 - iii) a probe for Hazemeyer Magnefix type MD4 and MF ring main units;
 - iv) a V-type electrode;
 - v) a disc-type electrode; and
 - vi) a rigid case that provides mechanical protection and complete storage of the unit and all its accessories.
- d) The 11 kV voltage detector shall have a minimum guarantee period of one year.

7.3.20 Requirements for item 20 of SCHEDULE A: 33 kV voltage detector

- a) The 33 kV voltage detector and its accessories shall comply with the requirements detailed in SANS 61243-1 and be type tested. The type test report, undertaken by an ILAC accredited test laboratory, shall be submitted with the bid documents.
- b) The 33 kV voltage detector shall:
 - i) only indicate voltage presence when it is in direct contact with the conductive parts of the test object;
 - ii) have a voltage detection range of 11 kV a.c. to 33 kV a.c.;
 - iii) have an audible and visual indication to indicate the presence of voltage;
 - iv) be suitable for outdoor use and in wet weather;
 - v) be powered by 9 V alkaline battery;
 - vi) have a self-diagnostic test facility to check the battery and unit indication;
 - vii) have an auto shut-off facility for conserving battery power;
 - viii) remain in the "ready-to-test" state for at least two minutes after the test button has been depressed;
 - ix) have a standard rose adaptor (as shown in Figure 1); and
 - x) be indelibly marked with the voltage detection range of the unit as well as the manufacturer's name or logo, model number and serial number.
- c) The 33 kV voltage detector shall be supplied in a kit that comprises of the following:
 - i) the detector described above;
 - ii) an insulating stick, suitable for 33 kV, with an extension piece and a standard rose adaptor (as shown in Figure 1);

- iii) a V-type electrode;
 - iv) a disc-type electrode; and
 - v) a rigid case that provides mechanical protection and complete storage of the unit and all its accessories.
- d) The 33 kV voltage detector shall have a minimum guarantee period of one year.

7.3.21 Requirements for item 21 of SCHEDULE A: 11 kV Phasing stick

The 11 kV phasing stick shall:

- a) comply with the requirements detailed in ANS 61481-2 or SANS 61481-2 and be type tested. The type test report, undertaken by an ILAC accredited test laboratory, shall be submitted with the bid documents;
- b) be suitable for use on both 6,6 kV and 11 kV systems;
- c) be of the two-pole, resistive type;
- d) be functional in vertical spouts, horizontal spouts, and Hazemeyer Magnefix type MD4 and MF switchgear;
- e) be fitted with stoppers indicating maximum safe grip height;
- f) provide a visual indication to indicate that the circuit under test is out-of-phase;
- g) be supplied with distinct colour coding and marking of the 6,6 kV and 11 kV attachments where interchangeable probes are offered;
- h) have a voltage indication range of 0 kV to 15 kV;
- i) be supplied in a kit that comprises of the following:
 - i) the two-pole phasing stick described above;
 - ii) a set of angle probes for vertically racked in switchgear;
 - iii) a set of probes for Hazemeyer Magnefix type MD4 and MF switchgear;
 - iv) a set of V-type electrodes;
 - v) a set of disc-type electrodes; and
 - vi) a rigid case that provides mechanical protection and complete storage of the unit and all its accessories;
- j) be indelibly marked with the manufacturer's name or logo, model number, voltage rating, and a serial number.
- k) be powered by the circuit under test i.e. requires no battery for operation; and
- l) have a minimum guarantee period of one year.

7.3.22 Requirements for item 22 of SCHEDULE A: Universal phase comparator

- a) The universal phase comparator shall:
 - i) be of the universal type as specified in SANS 61243-5 and be type tested. The type test report, undertaken by an ILAC accredited test laboratory, shall be submitted with the bid documents;
 - ii) have visual indication to indicate that the instrument is "healthy";
 - iii) have a visual indication to indicate that the circuit under test is "in-phase" or "out-of-phase";
 - iv) be supplied with an earth lead with an insulated crocodile clamp;
 - v) have a high immunity to electromagnetic interference;
 - vi) be powered by the circuit under test i.e. requires no battery for operation;
 - vii) be supplied in a rigid case that provides mechanical protection and complete storage of the unit and all its accessories; and
 - viii) be suitable for indoor and outdoor use in dry weather.
- b) The measuring leads shall have 4 mm plugs suitable to plug into all types of resistive or capacitive measurement devices.
- c) All handles shall have hand guards.
- d) The universal phase comparator shall be indelibly marked with the manufacturer's name or logo, model number and a serial number.
- e) The universal phase comparator shall have a minimum guarantee period of one year.

7.3.23 Requirements for item 23 of SCHEDULE A: Portable earthing kit for low voltage (LV) overhead lines

- a) The earthing kit shall comply with the requirements of SANS 61230 and SANS 1934 except where modified by this specification. The earthing kit shall be type tested. The type test report, undertaken by an ILAC accredited test laboratory, shall be submitted with the bid documents.
- b) The earthing arrangement shall be in accordance with Figure 2.
- c) The complete assembled earthing kit shall be capable of withstanding a minimum short circuit current of 6,5 kA for half a second and shall be type tested.
- d) All cables shall be flexible and multi-stranded.

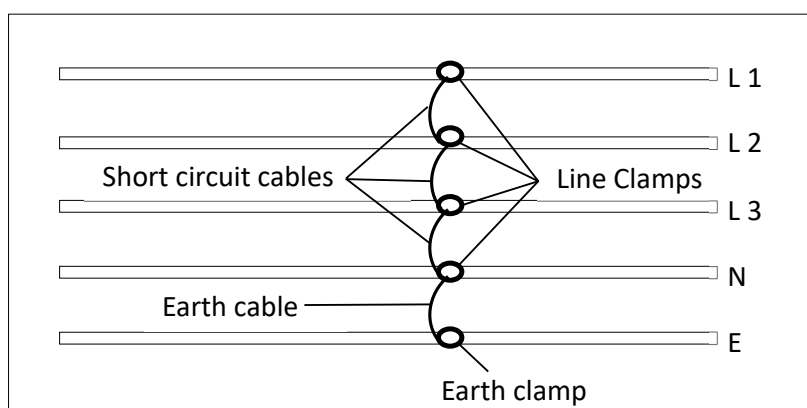


Figure 2 – Configuration of portable LV earthing equipment

- e) The earthing kits shall be manufactured in the following configuration:
 - i) one cable 1 m in length from the first line clamp to the second line clamp;
 - ii) one cable 1 m in length from second line clamp to the third line clamp;
 - iii) one cable 1 m in length from third line clamp to the neutral clamp;
 - iv) one cable 1 m in length from neutral clamp to the earth clamp; and
 - v) the cables shall be joined together in a 'daisy chain' configuration with two cables on the second line clamp, third line clamp and neutral clamp as shown in Figure 2. This can be easily achieved with the addition of a small, flat tinned copper busbar bolted onto the clamp with each cable bolted to the busbar.
- f) All cables shall be covered with an ultraviolet (UV) stabilised flexible sheath with hindered amine light stabilisers (HALS) to protect the flexible, multi-stranded conductor from mechanical damage.
- g) The cable sheathing shall comply with the requirements detailed in SANS 61230.
- h) The following shall be indelibly printed on the cable sheathing:
 - i) manufacturer's name;
 - ii) the size of the conductor in mm²;
 - iii) the short circuit current rating of the cable in kA; and
 - iv) the rated voltage.
- i) All lugs shall be crimped onto the cables with at least one crimp onto the cable sheathing. A stress control sleeve shall be applied over the crimped section of the lug. The sleeve shall extend to approximately 70 mm over the cable sheathing.
- j) All bolted connections shall be made with a stainless-steel bolt, nut, spring washer and serrated washer. Where a bi-metallic connection is to be made, the materials shall be galvanically compatible to avoid galvanic corrosion. All bolts and nuts shall be tightened to the manufacturer's torque specification of the selected bolt size.
- k) All clamps shall be manufactured from non-ferrous metal and be indelibly marked with:
 - i) the manufacturer's name; and
 - ii) the short circuit rating of the clamp in kA and the duration of the short circuit.
- l) It shall be possible to apply the clamp to the overhead line by hand and the clamps shall be fitted with hand guards indicating the maximum grip height.
- m) All clamps shall be capable of securing onto a section between 3 mm and 15 mm in diameter.
- n) All clamps shall be insulated up to 1 000 V a.c.
- o) The earthing kit shall be supplied in a bag that provides mechanical protection and complete storage of the unit and all its accessories.
- p) The low voltage earthing kit shall be indelibly marked with the manufacturer's name or logo, model number and a serial number.
- q) The earthing kit shall have a minimum guarantee period of one year.

7.3.24 Requirements for item 24 of SCHEDULE A: Portable earthing kit for 11 kV overhead lines

- a) The earthing kit shall comply with the requirements of SANS 61230 and SANS 1934 except where modified by this specification. The earthing kit shall be type tested. The type test report, undertaken by an ILAC accredited test laboratory, shall be submitted with the bid documents.
- b) The earthing arrangement shall be in accordance with Figure 3.

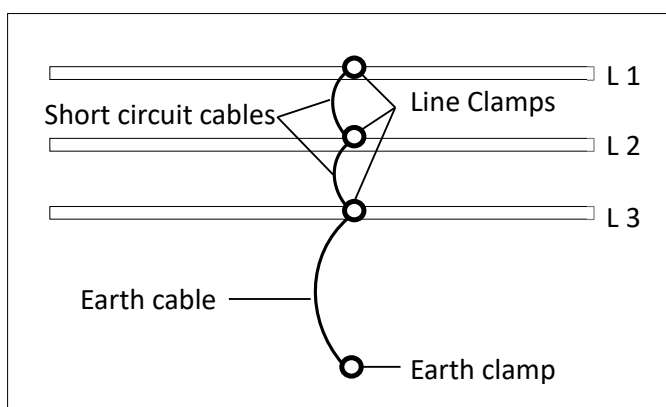


Figure 3 – Configuration of portable 11 kV earthing equipment

- c) The complete assembled earthing kit shall be capable of withstanding a minimum short circuit current of 9,9 kA for one second and shall be type tested.
- d) All cables shall be flexible and multi-stranded.
- e) The earthing kit shall be manufactured in the following configuration:
 - i) one cable 2,5 m in length from first line clamp to second line clamp;
 - ii) one cable 2,5 m in length from second line clamp to the third line clamp;
 - iii) one cable 12 m in length from the third line clamp to the earth clamp;
 - iv) the cables shall be joined together in a 'daisy chain' configuration with two cables connected to the second and third line clamps as shown in Figure 3. This can be easily achieved with the addition of a small, flat tinned copper busbar bolted onto the line clamps with each cable bolted to the busbar.
- f) All cables shall be covered with an ultraviolet (UV) stabilised flexible sheath to protect the flexible, multi-stranded conductor from mechanical damage.
- g) The cable sheathing shall comply with the requirements detailed in SANS 61230.
- h) The following shall be indelibly printed on the sheathing:
 - i) manufacturer's name;
 - ii) the size of the conductor in mm²;
 - iii) the short circuit current rating of the cable in kA; and
 - iv) the rated voltage.
- i) All lugs shall be crimped onto the cables with at least one crimp onto the cable sheathing. A stress control sleeve shall be applied over the crimped section of the lug. The sleeve shall extend to approximately 70 mm over the cable sheathing.
- j) All bolted connections shall be made with a stainless-steel bolt, nut, spring washer and serrated washer. Where a bimetallic connection is to be made, the materials shall be galvanically compatible so as to avoid galvanic corrosion. All bolts and nuts shall be tightened to the manufacturer's torque specification of the selected bolt size.
- k) All clamps shall be manufactured from non-ferrous metal and be indelibly marked with:
 - i) the manufacturer's name; and
 - ii) the short circuit rating of the clamp in kA and the duration of the short circuit.
- l) The line clamps shall be designed so that they can only be applied to the overhead line with the aid of an earthing stick. The clamp shall have a guide that aids the easy application of the earthing stick to the phase clamp. The line clamps shall have a T-pin shaft as per DIN 48087.
- m) The earth clamp shall be designed to clamp onto cluster bars and earth spikes and shall be of the screw on type with a clamping range of 2 mm to 30 mm. It shall be possible to fasten the earthing clamp by hand.
- n) The earthing kit shall be supplied in a bag that provides mechanical protection and complete storage of the unit and all its accessories.
- o) The medium voltage earthing kit shall be indelibly marked with the manufacturer's name or logo, model number and a serial number.
- p) The earthing kit shall have a minimum guarantee period of one year.
- q) The portable earthing kit for medium voltage overhead lines shall be evaluated in conjunction with item 25 of **SCHEDULE A**. Item 25 is the medium voltage earthing stick which is detailed in **clause 7.3.25**. In order to be considered for items 24 and 25, Bidders are compelled to offer both items. The evaluation will be based on the sum of the bid prices for items 24 and 25. Therefore, it is compulsory for a Bidder to offer both these items, else the offer shall not be considered.

7.3.25 Requirements for item 25 of SCHEDULE A: 11 kV and 33 kV earthing stick

- a) This item is used to apply the portable earths described in **clause 7.3.24** to medium voltage overhead lines.
- b) The earthing stick shall:
- operate satisfactorily on nominal voltages up to 33 kV;
 - comply with the requirements detailed in SANS 61230 and be type tested. The type test report, undertaken by an ILAC accredited test laboratory, shall be submitted with the bid documents;
 - be made from electrical grade polymer fibreglass and shall be suitable for outdoor use and in wet weather conditions;
 - have a length of 2 m and shall be supplied in two interlocking sections;
 - be used to apply the portable earths, described in **clause 7.3.24**, to an overhead line and shall be fully compatible with the T-pin shaft described in DIN 48087;
 - have an identification mark indicating maximum grip height and have a stopper fitted at this height;
 - have a smooth and polished finish with no burrs;
 - be marked with the manufacturer's name or logo, model number and serial number;
 - hold the phase clamp captive once it is inserted into the stick and easily release the clamp after it has been securely fastened onto the line;
 - be supplied in a bag that provides mechanical protection and complete storage of the unit; and
 - have a minimum guarantee period of one year.
- c) The earthing stick shall be evaluated in conjunction with item 24 of **SCHEDULE A**. Item 24 is the portable earthing kit for 11 kV overhead lines which is detailed in **clause 7.3.24**. In order to be considered for items 24 and 25, Bidders are compelled to offer both items. The evaluation will be based on the sum of the bid prices for items 24 and 25. Therefore, it is compulsory for a Bidder to offer both these items, else the offer shall not be considered.

7.3.26 Requirements for item 26 of SCHEDULE A: 11 kV telescopic link stick

The telescopic link stick shall:

- comply with the requirements detailed in SANS 61235 and be type tested. The type test report, undertaken by an ILAC accredited test laboratory shall be submitted with the bid documents;
- be made from electrical grade polymer fibreglass and shall be suitable for outdoor use and in wet weather conditions;
- have a system nominal voltage range of up to and including 11 kV;
- have a minimum extended length of 3,8 m and shall be supplied in sections with interlock buttons between each section;
- have a maximum unextended length of 1,45 m;
- have a standard rose adaptor head as shown in Figure 1;
- be supplied with an attachment, as shown in Figure 4, suitable for the disconnection/reconnection of solid links and fused links as well as the removal and replacement of medium voltage fuse carriers;
- have a smooth and polished finish with no burrs;
- be marked with the manufacturer's name or logo, voltage rating, model number, voltage rating, and serial number;
- be supplied with a suitable cleaning silicone cloth;
- be supplied in a bag that provides mechanical protection and complete storage of the unit and all its accessories;
- be supplied with a user manual that includes the care of and cleaning of the stick; and
- have a minimum guarantee period of one year.

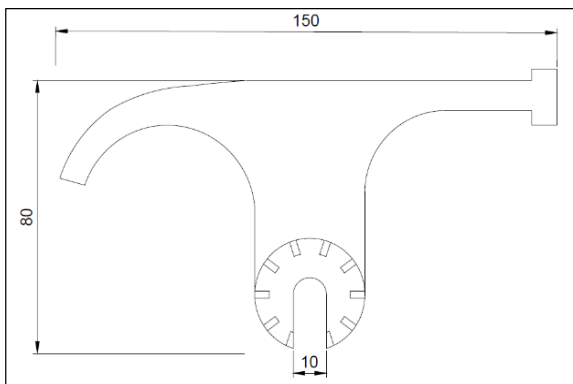


Figure 4 – Link stick attachment

7.3.27 Requirements for item 27 of SCHEDULE A: 132 kV telescopic link stick

The telescopic link stick shall:

- a) comply with the requirements detailed in SANS 61235 and be type tested. The type test report, undertaken by an ILAC accredited test laboratory shall be submitted with the bid documents;
- b) be made from electrical grade polymer fibreglass and shall be suitable for outdoor use and in wet weather conditions;
- c) have a system nominal voltage range of up to and including 132 kV;
- d) have a minimum extended length of 9,25 m and shall be supplied in sections with interlock buttons between each section;
- e) have a maximum unextended length of 1,7 m;
- f) have a standard rose adaptor head as shown in Figure 1;
- g) be supplied with an attachment, as shown in Figure 4, suitable for the disconnection/reconnection of solid links and fused links as well as the removal and replacement of medium voltage fuse carriers;
- h) have a smooth and polished finish with no burrs;
- i) be marked with the manufacturer's name or logo, voltage rating, model number, voltage rating, and serial number;
- j) be supplied with a suitable cleaning silicone cloth;
- k) be supplied in a bag that provides mechanical protection and complete storage of the unit and all its accessories;
- l) be supplied with a user manual that includes the care of and cleaning of the stick; and
- m) have a minimum guarantee period of one year.

7.4 DOCUMENTATION

7.4.1 Full technical and descriptive details, relating to all the items offered in this enquiry, shall be submitted so the offer can be evaluated fully. This shall include:

- a) Materials used.
- b) Details of quality assurance, and that will include test reports and certificates of conformity.
- c) Drawings; and
- d) Inspection and maintenance instructions, etc.

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

7.5 PACKAGING

The testing and earthing equipment shall be carefully packed to prevent damage during transport, handling and storage.

7.6 SAMPLES

7.6.1 Bidders shall submit samples of the items offered within one week of request by eThekweni Electricity. These samples shall be delivered to eThekweni Electricity, Technology Services Branch, 3rd Floor, Smart Xchange Building, 5 Walnut Road, Durban marked for attention of Mavuso Shabalala - Engineer: Technology Services.

7.6.2 Samples submitted for each item shall be identical in terms of the "Name of Manufacturer" and "Manufacturer's Reference No." declared in the **RETURNABLE A**.

7.6.3 Each sample shall be fully labelled with information such as Contract/Enquiry number, item number and description as per **SECTION 8**, name of bidding company and relevant date.

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

7.6.5 eThekweni Municipality reserves the right to submit samples to such tests as deemed reasonable and necessary.

7.6.6 Unsuccessful Bidders situated within eThekweni Municipality area shall collect and remove their samples **within one month** of being notified that their bids have not been successful, failing which they will be deemed to have waived all rights to the samples and such samples not collected after one month from the date of such notification will become the property of the eThekweni Municipality for disposal or use at its discretion.

7.6.7 Unsuccessful Bidders situated within the Republic outside eThekweni Municipality area may have their samples returned to them at their request, expense and risk. Confirmation of this **shall be stated in the bid documents**.

7.6.8 Where a Bidder is accepted for the supply of goods according to a sample submitted by the Bidder, such sample will become the contract sample and will be retained by eThekweni Municipality for the duration of the contract, after which period the conditions of **clause 7.6.6** and **clause 7.6.7** above apply.

SECTION 8: BILL OF QUANTITIES AND SCHEDULE OF RATES

A	B	C	D	E		F		G		H = (E + F + G)		I = (H × D)	
Item No.	Description	Unit of Measure	Annual Estimated Quantity Required	Unit Price Year 1 (Excl. VAT)		Unit Price Year 2 (Excl. VAT)		Unit Price Year 3 (Excl. VAT)		Sum of Unit Prices (Year 1 + Year 2 + Year 3) Excl. VAT		Sum of Unit Prices × Estimated Quantity Excl. VAT	
				Rands	cents	Rands	cents	Rands	cents	Rands	cents	Rands	cents
1	250 MVA Hazemeyer Magnefix single pole earthing kit	Each	10										
2	350 MVA Hazemeyer Magnefix single pole earthing kit	Each	10										
3	Cable spiking gun	Each	10										
4	Cable spiking gun cartridges	Each	200										
5	Cable spiking gun chisel	Each	10										
6	Cable identification system	Each	10										
7	Cable tracer	Each	10										
8	Combined multimeter and insulation resistance tester	Each	50										
9	Earth resistance tester	Each	10										
10	5 kV insulation resistance tester	Each	20										

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

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

SECTION 8

SECTION 8: BILL OF QUANTITIES AND SCHEDULE OF RATES

A	B	C	D	E		F		G		H = (E + F + G)		I = (H × D)	
Item No.	Description	Unit of Measure	Annual Estimated Quantity Required	Unit Price Year 1 (Excl. VAT)		Unit Price Year 2 (Excl. VAT)		Unit Price Year 3 (Excl. VAT)		Sum of Unit Prices (Year 1 + Year 2 + Year 3) Excl. VAT		Sum of Unit Prices × Estimated Quantity Excl. VAT	
				Rands	cents	Rands	cents	Rands	cents	Rands	cents	Rands	cents
11	Earth loop impedance and prospective short circuit tester	Each	20										
12	Low voltage phase rotation meter	Each	10										
13	Current clamp meter and voltmeter	Each	50										
14	Test leads	Each	100										
15	Proximity detector	Each	50										
16	Clamp on earth resistance tester	Each	50										
17	Portable earth leakage unit	Each	50										
18	Low voltage detector	Each	100										

BIDDING COMPANY: _____

NAME: _____ SIGNED: _____

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

SECTION 8

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Bill of Quantities and schedule of rates

SECTION 8: BILL OF QUANTITIES AND SCHEDULE OF RATES (concluded)

A	B	C	D	E		F		G		H = (E + F + G)		I = (H × D)	
Item No.	Description	Unit of Measure	Annual Estimated Quantity Required	Unit Price Year 1 (Excl. VAT)		Unit Price Year 2 (Excl. VAT)		Unit Price Year 3 (Excl. VAT)		Sum of Unit Prices (Year 1 + Year 2 + Year 3) Excl. VAT		Sum of Unit Prices × Estimated Quantity Excl. VAT	
				Rands	cents	Rands	cents	Rands	cents	Rands	cents	Rands	cents
19	11 kV medium voltage detector	Each	10										
20	33 kV medium voltage detector	Each	10										
21	11 kV phasing stick	Each	10										
22	Universal phase comparator	Each	10										
23	Portable earthing kit for low voltage overhead lines	Each	50										
24	Portable earthing kit for 11 kV overhead lines	Each	50										
25	11 kV and 33 kV earthing stick	Each	10										
26	11 kV telescopic link stick	Each	10										
27	132 kV telescopic link stick	Each	10										

BIDDING COMPANY: _____

NAME: _____

SIGNED: _____

CAPACITY OF SIGNATORY: _____

DATE: _____

YYYY - MM – DD

SECTION 9: OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number: E.9822** I/we hereby offer to supply the goods/services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I/we acknowledge myself/ourselves to be fully acquainted) at the price stated in **SECTION 8: BILL OF QUANTITIES AND SCHEDULE OF RATES**.

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

eThekwini Vendor Portal Registration Number: **PR**

C.S.D Registration Number: **MAAA**

S.A.R.S Pin Number:

**COMPLETION OF THE FOLLOWING IS COMPULSORY.
FAILURE TO DECLARE THE FOLLOWING WILL INVALIDATE YOUR OFFER.**

Declaration of Interest

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

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

***Signature:**

***Name (capitals):**

Date:

YYYY - MM - DD

Capacity:

***Name of Business:**

Tel:

Address:

Fax:

***Denotes Mandatory Information**

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

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

Signature:

Name (capitals):

Date:

YYYY - MM - DD

Capacity: