

THE MSUNDUZI MUNICIPALITY



HEAD: SUPPLY CHAIN MANAGEMENT
Mrs D.N. Gambu

333 Church Street, Private Bag X205,
Pietermaritzburg, 3200
Tel: 033-392 2472, Fax: 033-392 2532

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

APPOINTMENT OF A FRAMEWORK AGREEMENT OF TWO (2) SERVICE PROVIDERS FOR THE DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFF LOADING, INSTALLATION, COMMISSIONING AND ENERGISING OF HIGH MAST LIGHTING WITHIN MSUNDUZI MUNICIPALITY

Tenderer's Name:																					
Postal Address:																					
																Postal Code					
Tel. No.											Cell. No.										
Contact Person:																					
E Mail Address:																					
CSD NUMBER : MAAA										TAX REF. NUMBER											

Sealed tenders containing the original hand written priced tender document and a digital copy of the same on a CD/USB Flash Drive and endorsed on the envelope with the “**CONTRACT No.**” and “**CONTRACT DESCRIPTION**”, must be placed in the Tender Box located at the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201, (Co-ordinates: -29.6126297,30.3610014) not later than **12h00, Wednesday, 30 October 2024**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted. Under no circumstances whatsoever will any extension of time be allowed for submission of tenders.

THE MSUNDUZI MUNICIPALITY

TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

	Description	<u>Tenderer to Tick (✓)</u>	<u>For Official Use Only</u>	
1	Has the Tender Document been completed in handwriting and all corrections counter-signed? (No correction fluid used)		D	
2	Has all tendered rates been priced in handwritten and corrections counter-signed? (No correction fluid used)		D	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		D	
5	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?	Non-Compulsory		
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		D	
7	Has the "Tender Form" been completed and signed?		D	
8	Is a valid ' Copy ' Tax Clearance Certificate and a Tax Clearance Status Verification Pin attached to the tender document?		D	
9	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?		D	

***** D: Failure to comply with these Sections will prejudice the tender.**

Name of Tenderer : _____

Signature / Date : _____

THE MSUNDUZI MUNICIPALITY

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13.	<u>TENDERERS PLEASE NOTE: -</u>	
13.1	Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Senior Manager: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer's failure to observe this requirement.	
13.2	The Tender Notice was advertised in The Ilanga newspaper, Msunduzi Municipality and eTender websites on 30 September 2024 . The tender closes at 12h00 on 30 October 2024 at the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201.	

THE MSUNDUZI MUNICIPALITY

TENDER NOTICE

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

APPOINTMENT OF A FRAMEWORK AGREEMENT OF TWO (2) SERVICE PROVIDERS FOR THE DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFF LOADING, INSTALLATION, COMMISSIONING AND ENERGISING OF HIGH MAST LIGHTING WITHIN MSUNDUZI MUNICIPALITY

The Msunduzi Municipality hereby invites tenders from suitably qualified and experienced Tenderers for the above works. ***Only Tenderers who have a CIDB grading of 6 EP or higher will be considered for appointment.***

Tender documents will be made available to tenderers from **12h00 on 1 October 2024**. Tender documents can be downloaded and printed at the Tenderer's cost from the National Treasury e-Tender Publication Portal on **www.etenders.gov.za**.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R758.77 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries regarding the Specifications, please contact Lungisani Ntuli (Senior Technologist) on either Contact No.'s 033 392 579 0/082 724 3636 or e-mail lungisani.ntuli@msunduzi.gov.za

For any procurement related enquiries, please contact Vinesh Govender (Supply Chain Management Sub-Unit) on Telephone No. 033 – 392 2027 or e-mail address vinesh.govender@msunduzi.gov.za.

A **non-compulsory** Tender Briefing Meeting will be held at **10h00 prompt on Friday, 18 October 2024**, in the **Electricity Department's Boardroom, 111 Havelock Road, Pietermaritzburg, 3201**. Only one Tender Briefing Meeting will be held. An official will chair the meeting and answer queries raised by prospective Tenderers.

Sealed tenders containing the original hand written priced tender document and a digital copy of the same on a CD/USB Flash Drive and endorsed on the envelope with the **"CONTRACT No."** and **"CONTRACT DESCRIPTION"**, must be placed in the Tender Box located at the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201, (Co-ordinates: -29.6126297,30.3610014) not later than **12h00, Wednesday, 30 October 2024**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted. Under no circumstances whatsoever will any extension of time be allowed for submission of tenders.

Tender Validity Period: Four (4) months commencing from the closing date of tender.

Tender Evaluation & Adjudication Criteria: The tender shall be evaluated on a Two Stage Evaluation System, Stage One Functionality and Stage Two 80/20 Preference Point System. Adjudication criteria will be as per the tender document, the allocation of points will be in line with specific goals as prescribed in terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, including Chapter 4 of the Public Procurement Act No. 28 of 2024.

The Functionality for Stage One shall be evaluated on the following criteria:

Description	Maximum Points Awarded
Previous Experience of the Bidder	20 Points
Key Staff Qualification and Experience for a Structural/Civil Engineer/Technologist	10 Points
Key Staff Qualification and Experience for a trade tested electrician (Heavy Current) with a minimum of two years post qualification.	05 Points
Plant (Flatbed truck-minimum 20 ton and Hydraulic crane-at least 20 ton)	10 Points
Qualified Health and Safety Officer	05 Points
Total	50 Points
Threshold to Qualify for Stage Two	70% OR 35 points

The allocation of Preference Points shall be according to the following Specific Goals:

Specific Goals	Maximum Points Awarded
Black Owned Enterprise	
A "black-owned enterprise" with at least 51% South African black ownership and/or more than 51% management control by South African black people	8
Business Enterprise Owned by Woman	
A woman-owned business that is at least fifty-one percent (51%) owned and controlled by one or more women and whose management and daily business operations are under the control of one (1) or more women.	6
Locality Of The Business	
This includes any structure or establishment used in conducting a business within the Msunduzi Municipality's Area of Jurisdiction	6
TOTAL POINTS AWARDED	20

The Msunduzi 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. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

MRS. N M NGCOBO (ACTING CITY MANAGER)

THE MSUNDUZI MUNICIPALITY

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Specifications, Pricing Schedule (if applicable), Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

2. ATTENDANCE OF THE NON-COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING

Attendance of the Tender Briefing meeting is non-compulsory, however, Tenderers are advised to attend the meeting to clarify any issues regarding the document and the specifications. Tenderers who do not attend this meeting will not be disqualified but will be tendering at their risk.

3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Service Providers are advised that this document must be completed by being hand written and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified

Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201, and placed in the Tender Box situated on the Ground Floor by the close of tenders.

The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate Contract No. and Contract Title, must reach the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201 not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders. Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a tenderer may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Senior Manager: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Service Provider's failure to comply with this condition. In the case of a Service Provider withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Service Provider.

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract.

Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Senior Manager: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition which is brought to the notice of the Senior Manager: Supply Chain Management shall result in the disqualification of the Service Provider.

Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

5. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply directly for any import permits or currency needed. However, the Council will furnish the successful Tenderer with a supporting statement, if required.

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website www.csd.gov.za Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at database@kzntreasury.gov.za.

With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD. Negotiations for the tender award will only be concluded with the qualify Service Provider(s) who is/are registered on the CSD on or after 01 April 2016.

In order for Council to verify your Company's registration with CSD, Service Providers are required to furnish the following information for verification purposes:

CSD Supplier Number	
Unique Registration Reference Number	

Failure to provide the above information shall render the tender to be disqualified.

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender that the taxes of the successful Service Provider must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the Service Provider's tax obligations.

Service Providers shall be required to submit, together with the tender document, a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin, the Council reserves the right to verify the same on National Treasury's Central Supplier's Database.

Further to the above, Service Providers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. four (4) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Service Provider to submit a further valid Tax Clearance Certificate. In this instance, the Service Provider shall be given seven (7) working days written notice in which to comply. Should the Service Provider fail to comply with this request, the Council further reserves the right to make no award to the Service Provider and the Council shall not be held liable for any loss or damages sustained by the Service Provider.

If a Service Provider has already submitted an original Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance Certificate is still valid for the full duration of the validity period for this tender. In this instance, the Service Provider will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes: -

CSD Supplier Number	
Unique Registration Reference Number	

8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc., unless the Service Provider states otherwise in the proposal.

9. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices.

Partial awards **may** be made where this is perceived by the Senior Manager: Supply Chain Management or the Engineer to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and BEE's.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Tenderer, the prices and particulars contained in the Tender Form shall prevail.

10. ACCEPTANCE OF ANY TENDER

10.1 The Council 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.

10.2 Where less than three (3) tenders are received, the Senior Manager: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

10.3 The procedure/s which shall be followed with the acceptance of a tender are as follows:

10.3.1 Where in the tender document, Service Providers are required to submit Works Insurance, Sureties, Public Liability Insurance or any other provisional criteria, a letter of Provisional Acceptance will be sent to the successful Service Provider/s stipulating which amount or rate/s have been accepted and the requirements for the final award.

10.3.2 In this instance, the Service Provider/s shall be required to satisfy the requirements of the Provisional Letter of Acceptance within fourteen (14) days from date of issue of the Provisional Letter of Acceptance.

10.3.3 Should the Service Provider/s, fails to comply with the requirements of such provisional acceptance within the period specified in same or any variation thereto, and the Council elects not to confirm the provisional acceptance of the tender on that ground, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Providers.

10.3.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the Senior Manager: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.

10.3.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.

10.3.6 Once the SLA has been concluded, the Tender, Provisional Letter of Acceptance, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.

- 10.3.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.
- 10.4 Where no Insurances, Sureties or any other provisional criteria are required, a Final Letter of Acceptance stipulating which rate/s has been accepted will be sent by the Senior Manager: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.
- 10.4.1 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
- 10.4.2 Once the SLA has been concluded, the Tender, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
- 10.4.3 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

Unless otherwise stipulated in the covering letter submitted with the tender, the Service Provider shall 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 the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Service Provider is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi*.

The Service Provider's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa..

12. DATA SHEETS

Service Providers must complete the following Data Sheets, **Declarations of interest, Authority to sign, Pricing Schedule, Declaration of Bidders Past Supply Chain Management Practices, Certificate of Independent Bid Determination** and the **Tender Form** and any other applicable data sheets attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable).

Failure to comply with these provisions will render the offer unresponsive (invalid).

13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Supply Chain Management Regulations states that the Council may not make any award to a person:

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

14. MUNICIPAL FEES

All Service Providers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Service Providers must include the relevant account numbers in the declaration.

15. APPEALS AND/OR OBJECTIONS

Any Service Provider aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Head: Supply Chain Management. In the event that an appeal and/or objection is lodged, the following procedure shall apply:

The Service Provider shall be required to pay an appeal/objection fee in the amount of zero point five percent (0.5%) of the total contract sum, including VAT or R2 000.00, whichever is the greater to a maximum value of R20 000.00.

The fee is to be paid in cash or electronic fund transfer on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager/Head: Supply Chain Management. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to and the Municipality shall not be held liable for any loss or damages sustained by the Service Provider due to the Service Provider's failure to adhere to the above condition.

16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Service Providers claiming preference points shall be required to complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 2022, Preference points must be awarded for specific goals stated in the tender.

Service Providers are required to submit proof or documentation required in terms of this tender to claim points for specific goals. Failure to do so shall result in no preference points being awarded to the Service Provider and the Council shall not be held liable for any loss or damages in this regard.

17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Service Providers intending to tender in the form of Joint Ventures/Consortiums **must submit** the following documentation together with the tender:

- 1) Valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued

- by SARS of all parties of the Joint Venture/Consortium;
- 2) CSD Reports of all parties of the Joint Venture/Consortium;
 - 3) All parties of the Joint Venture/Consortium must submit individually signed copies of:
 - a) The Declaration of Interest Form;
 - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
 - c) The Certificate of Independent Bid Determination Form.
 - 4) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract.

Further to the above, the full name of the Joint Venture/Consortium must appear as the 'Tenderer' on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification

18. ADJUDICATION CRITERIA

The tender shall be evaluated in accordance with the Evaluation Criteria as outlined in the Specifications contained herein.

19. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to: -

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in bids;
- (iv) Soliciting bids from Tenderers whose names appear on the list of restricted bidders/suppliers/persons, and,
- (v) Submission of two bids by a Tenderer.

Any **attempt** by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Senior Manager: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

20. ALTERATIONS BY TENDERER

If a tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specifications, Quantities or Drawings, or to qualify the tender in any way, such changes and/or proposals are to be listed in 'Annexure A' hereto, failing which the tender will be deemed to be unqualified. It must be clearly understood that the Council will be under no obligation to accept any such qualification.

21.0 OCCUPATIONAL HEALTH AND SAFETY ACT

The attached Annexure "B" hereto must be completed thereby indemnifying the Msunduzi Municipality of any claims which may arise in terms of the Occupational Health and Safety Act (Act 85 of 1993), as amended.

THE MSUNDUZI MUNICIPALITY

STANDARD CONDITIONS OF CONTRACT FOR SUPPLIES CONTRACTS

1. DEFINITIONS

The following definitions shall apply:

"Council" means the Msunduzi Municipality.

"Engineer" means the Deputy Municipal Manager of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

"Senior Management: Supply Chain Management" means the Senior Manager: Supply Chain Management of the day of the Msunduzi Municipality or the Head: Supply Chain Management's duly appointed Representative.

"Contractor" means the person, firm or company whose tender has been accepted by the Msunduzi Municipality and includes the supplier's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Supplier.

"Contract Document" means the Conditions of Tender, these Standard Conditions, Special Conditions (if any), Specifications, Schedule of Quantities/Equipment, Drawings, Priced Schedule of Rates and Prices (if any), Tender Form and Annexures thereto and the final Letter of Acceptance.

"Contract Price" means the sum named in the tender, subject to such additions thereto or deductions therefrom as may be made from time to time under the provisions hereinafter contained.

"Special Conditions" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure A hereof.

"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Goods" means the equipment, plant, vehicles or materials to be supplied in accordance with the Contract.

"Preferential Procurement Policy" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

"SARS" Means the South African Revenue Services.

2. QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the specification and shall be subjected to such tests, carried out by such persons, as the Engineer may direct at the place of manufacture or fabrication or at the delivery site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, mass or quality, mass or quantity of any materials for testing as may be required by the Engineer. The Contractor may be present at any tests which the Engineer decides to carry out.

3. SAMPLES FOR QUALITY CONTROL

If samples are required in terms of the specification, such samples shall be supplied by the Contractor at his own cost. All samples approved by the Engineer will be retained by him as standards for the duration of the contract. The Council reserves the right to purchase any sample submitted at the tender price. Samples not so purchased will be recoverable by the Contractor at his own expense.

4. REMOVAL OF IMPROPER MATERIALS

All materials delivered to the delivery site will be inspected by the Engineer and should any be delivered which, in the opinion of the Engineer, are inferior in quality or workmanship to the deposited sample or to the standard required in the Specification or be found to be damaged on delivery, such goods shall be immediately removed by the Contractor. No payment will be made for any materials nor for any loss incurred by the Contractor as a consequence of such rejection.

5. QUANTITY

The Council does not guarantee to purchase any specific quantity and orders will be placed for materials as and when they are required. The tendered price shall apply to all purchases regardless of the quantity ordered. Should the Contractor wish to place any limit on the maximum quantity to be supplied, this must be clearly stated in the tender.

6. DELIVERY

Prices shall include for the delivery of the materials as detailed in the specifications. The Contractor shall be responsible for all damages or breakages in transit until the materials have been accepted by the Engineer at the delivery site.

Immediately after forwarding any materials, an advice note shall be sent in duplicate to the Engineer, Private Bag X205, Pietermaritzburg, giving the size and mass of each article, where applicable, and the date of despatch. All ordered materials shall be delivered within the period stated in the tender. If a Tenderer is unable to comply with this clause, the delivery period offered must be stated.

7. PENALTY FOR LATE DELIVERY

Upon any delay in delivery beyond the tendered delivery period, the Council shall be entitled forthwith to purchase services of the same description as and in lieu of those specified to be supplied, or forthwith to cancel the contract and to purchase elsewhere such materials as may be required during the contract period and the Contractor shall bear any difference in price between any materials so purchased and the tendered price.

The amount of such difference shall be paid by the Contractor to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise payable to the Contractor in respect of materials or services already delivered under this or any other contract.

8. TERMINATION OF THE CONTRACT

Should the Contractor (for whatever reason) fail to execute the works in accordance with the terms and conditions stated herein, the Council reserves the right to cancel the contract forthwith without prejudice to Council and the Council shall not be held liable for any loss or damages resulting from such cancellation. Further to the above, the Council reserves the right to enforce Clause 7 above including any other remedies it may deem necessary.

9. TERMS OF PAYMENT

Payment will be made by the Chief Financial Officer (CFO) within thirty (30) days on receipt of a certificate of payment issued by the Engineer and will be made by means of a cheque drawn upon the Council's bankers in Pietermaritzburg. No cash payments shall be made.

Where the value of the works exceeds R3 000.00 excluding VAT, the Contractor must quote the Council's VAT Registration No. 4600107835 on all Tax Invoices for payment purposes.

Where offers of discounts e.g. for payment within thirty (30) days of rendering accounts, are made by Contractor, these will be taken into account in the adjudication of tenders. Contractors shall be required to have a bank account in the legal name of the Contractor as indicated on the Tax Clearance Certificate.

No payment whatsoever will be made should the Contractor fail to comply with this requirement and the Council shall not be held liable for any loss or damages sustained by the Contractor in this regard.

10. PRICE ADJUSTMENT/ESCALATION

- (a) In all cases where a tendered price is offered subject to adjustment, such adjustment shall be calculated in accordance with the following formula: -

$$E = \frac{V \times (I_e - I_o)}{I_o}$$

Where:

E	=	the amount of adjustment
V	=	tendered price/value
I _e	=	index applicable at the invoice date, and
I _o	=	the base index

unless the Contractor expressly stipulates and sets out in detail an alternative formula in terms of which prices will escalate.

Where Contractors have linked their prices to manufacturers/suppliers price increase, full disclosure of the rates/prices must be submitted together with the tender.

- (b) Notwithstanding the provisions of paragraph (a), the Council shall not be liable for adjustment unless the Contractor specifies a price index (or indices) in respect of the materials to be supplied.
- (c) For the purpose of calculating the amount of adjustment in terms of any formula, the base index shall be the index for **September 2024** regardless of the actual due tender date.
- (d) The index for the previous month shall apply up to and including the 15th day of a month, thereafter the current month's index shall apply.
- (e) The applicable index (indexes) is: _____

In any case where a Contractor has complied with the conditions set out above, the Council shall nonetheless not be liable to pay for adjustment unless the Contractor, in submitting an account, submits, on each occasion the Contractor does so, a separate account reflecting the adjustment amount claimed together with all calculations and documents necessary to verify the claim.

Upon receipt of the claim account referred to above, the Council shall not however be obliged to settle the account until the amount claimed is verified by the Council's Auditors in terms of the preceding paragraphs.

The Contractor must please submit claims before 31 July for the previous financial year ending 30 June. No claims submitted after this date will be entertained.

11. GOVERNMENT CONTROLLED PRICES

Where the tendered price of any item placed on contract is controlled by the various Control Boards constituted under the Marketing Act or by the Price Controller, such price shall, in the event of any amendment to the price ruling at the time the tender was submitted being sanctioned by the Price Controller, be subject to a like increase or decrease as the case may be. Contractors must state clearly which items are subject to such control; unless this is done no payments will be made in the excess of the tendered prices. In the event of price control over any item on contract being withdrawn during the currency of the contract, the contract price applicable to such item thereafter shall not be higher than the price in operation immediately prior to the withdrawal of price control.

If the Contractor claims escalation, Clause 10 does not apply.

12. FORWARD COVER

The Contractor will be deemed by submission of a tender to hold or to have arranged forward foreign exchange cover on all imported goods or materials, with the cost thereof included in the price schedule. In any case which a Contractor tenders a price subject to exchange rate fluctuations, the exchange rate/s and the date/s thereof at which the goods or materials are offered are based must be clearly indicated on Annexure "A": Alterations by Tenderer. If no exchange rate/s is indicated, the tender prices shall be considered not subject to any exchange rate fluctuations.

13. INSURANCE AND RAILAGE RATES ETC

Should there be any increase in the statutory rates of freight, insurance and railage, a pro rata increase or decrease shall be made in the price of the material delivered. The contractor shall notify the Municipal Manager, or the Chief Financial Officer, or the Senior Manager: Supply Chain Management as the case may be of any variation in rates as soon as the Contractor is aware of them.

A claim for increased freight, insurance and railage will be admitted on production of the original papers showing clearly that the amount has been paid by the contractor.

14. ASSIGNMENT AND SUBLETTING

Neither the Supplier nor the Council shall assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other.

The Supplier shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Supplier from any liability or obligation under the contract.

15. SECRECY OF INFORMATION

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any company of firm wanting to participate in this contract.

16. LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Contractor in regard to the contract shall be settled in the Republic of South Africa.

17. PATENT RIGHTS

The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

18. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE

In the event of an order being made for sequestration of the Contractors estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Contractor making application for the surrender of the Contractors estate, or if the Contractor shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Contractors creditors, or purport to do so, or if the Contractor, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Contractor, and without prejudice to the right of the Council to sue the Contractor for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

19. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

THE MSUNDUZI MUNICIPALITY

LEGISLATION

1.0 GENERAL

- 1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and comply with all applicable legislation. **The council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

1.2 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

The OHS Act covers inter alia "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 1.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure B, between the Employer and the Contractor in this contract are:

- 1.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
- 1.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
- 1.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 1.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 1.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.

1.3.6 The Mandatory shall before commencing or carrying out the work, inform the divisional inspector in writing of:-

- a) the address of the premises on which such work will be carried out,
- b) the nature of such work,
- c) the date on which it is expected that such work will be commenced, and
- d) the date on which it is expected that such work will be completed;

all in terms of Clause 15c of the GAR

1.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

2.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

2.1 Contractors are required to register as employers in terms of the COID Act.

2.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.

2.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

3.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

3.1 Contractors are required to register as employers in terms of the LR Act.

3.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

4.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)

4.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

5.0 THE INCOME TAX ACT (ACT 58 of 1962)

5.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

6.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

6.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

6.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

7.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)

- 7.1 Where work undertaken in connection with this contract falls within the meaning of "kinds of work reserved for professional engineers" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.
- 7.2 The Tenderer shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Tenderer shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

8.0 NON-COMPLIANCE

- 8.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.
- 8.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discover any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

APPOINTMENT OF A FRAMEWORK AGREEMENT OF TWO (2) SERVICE PROVIDERS FOR THE DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFF LOADING, INSTALLATION, COMMISSIONING AND ENERGISING OF HIGH MAST LIGHTING WITHIN MSUNDUZI MUNICIPALITY

STANDARD SPECIFICATIONS

PURCHASE OF EQUIPMENT, PLANT, VEHICLES AND MATERIALS

1. **SCOPE**: This specification covers the general responsibilities applicable to the contract.

2. **DEFINITIONS**

Approved/Approval: Approved/approval by the Engineer.

Satisfactory: Capable of fulfilling or having fulfilled the intended function to the satisfaction of the Engineer.

3. **ABBREVIATIONS**

Wherever the following abbreviations and terms are used, they shall be deemed to refer to the latest edition, including all amendments, published before the day which is ninety (90) days before the closing date for receipt of tenders and shall be interpreted as follows:

ASTM	:	American Society for Testing Materials
BS	:	British Standard
BSCP	:	British Standard Code of Practice
SABS	:	South African Bureau of Standards
SMTM	:	Standard Methods of Testing Materials of the Department of Transport of the Republic of South Africa
SIS	:	Swedish Institute of Standards
AASHTO	:	American Association of State Highway and Traffic Officials
CSIR	:	Council for Scientific and Industrial Research
BRTA	:	British Road Tar Association
CBR	:	California Bearing Ratio
DDL	:	Draw Down Level
FSL	:	Full Supply Level
USBR	:	United States Bureau of Reclamation
RL	:	Reduced Level

4. **NO LIMITATION BY DESCRIPTION**

Nothing appearing in the Specification or Schedule of Quantities/Equipment shall limit the obligations and liabilities of the Supplier, the Engineer or the Council under the Standard Conditions of Contract.

5. **APPROVAL**

Any approval by the Engineer of any materials or plant and its operation, will not imply any relaxation of the Clauses of the Specifications governing the quality of the materials or of the finished work, nor relieve the Supplier of his responsibilities under the Contract.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

APPOINTMENT OF A FRAMEWORK AGREEMENT OF TWO (2) SERVICE PROVIDERS FOR THE DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFF LOADING, INSTALLATION, COMMISSIONING AND ENERGISING OF HIGH MAST LIGHTING WITHIN MSUNDUZI MUNICIPALITY

SPECIFICATIONS

1.0 SCOPE OF WORKS

This contract calls for the appointment of two (2) Service Providers in the order of preference for the design, manufacture, supply, delivery, off-loading, installation, and commissioning of high masts within areas of Pietermaritzburg under Msunduzi Municipality. The high masts specification shall be applicable to both 2-rope and 3-rope systems, except for the lowering and raising mechanism, which can either be of two ropes and three rope systems.

Item 1: High mast light-2-rope system

Item 2: High mast light-3-rope system

2.0 PROJECT CHAMPION

For technical enquiries relating to the specifications herein, Tenderers must contact:-

Lungisani C. Ntuli
Contact No.'s: 033 392 579 0/082 724 363 6
E-mail: Lungisani.ntuli@msunduzi.gov.za

3.0 DETAILED SPECIFICATION

3.1 SCOPE

This enquiry makes provision for the design, manufacture, supply, delivery, off-loading, erection and commissioning of high mast lighting, the work also include the foundations.

3.2 NORMATIVE REFERENCES

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

BS 1490: 1988		Specification for aluminium, aluminium ingots & castings for general engineering purposes.
IEC 60598-1		Luminaires - Part 1: General requirements and tests
IEC 60598-2-3		Luminaires - Part 2: Particular requirements - Section 3: Luminaires for road and street lighting
ISO 4762		Hexagon socket head cap screws
SABS 922:1989	IEC	Ballasts for discharge lamps (excluding tubular fluorescent lamps)
SABS 926:1995	IEC	Auxiliaries for lamps – Starting devices: General and safety requirements

SABS 60923:2001	IEC	Ballasts for discharge lamps (excluding tubular fluorescent lamps) – Performance requirements
SABS 60927:2005	IEC	Starting devices (other than glow starters) – Performance requirements
SABS 61048:2006	IEC	Capacitors for use in tubular fluorescent and other discharge lamp circuits: General and safety requirements
SABS 61049:1991	IEC	Capacitors for use in tubular fluorescent and other discharge lamp circuits - Performance requirements
SABS 1461:2000	ISO	Hot dip galvanized coatings on fabricated iron and steel articles - Specifications and test methods
SANS ARP 035: 2014		Guidelines for the installation and maintenance of street lighting
SANS 121		Hot dip galvanized coatings on fabricated iron and steel articles — Specifications and test methods.
SANS 141		Glass-reinforced polyester (GRP) laminates
SANS 475:2006		Luminaires for interior lighting, street lighting and floodlighting Performance requirements
SANS 529		Heat-resisting wiring cables
SANS 556-1:2004		Low-voltage switchgear Part 1: Circuit-breakers
SANS 1088		Luminaire entries and spigots
SANS 1091		Natural colour standards for paints
SANS 1250: 1991		Capacitors for use with fluorescent and other discharge lamp ballasts
SANS 1266: 2002		Ballasts for discharge lamps (excluding tubular fluorescent lamps)
SANS 1507		Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V) Part 3: PVC Distribution cables
SANS 1574		Electric flexible cores, cords and cables with solid extruded dielectric insulation Part 3: PVC-insulated cores and cables
SANS 1777:2004		Photo-electric control units for lighting (PECUs)
SANS 60529		Degrees of protection provided by enclosures (IP Code)
SANS 61000-3-2		Electromagnetic compatibility (EMC) Part 3-2: Limits — Limits for harmonic current emissions (equipment input current ≤ 16 A per phase)
VC 8011:1999		Lamp holders
SANS 10225:2012		The design and construction of lighting masts

3.3 **DEFINITIONS AND ABBREVIATIONS**

The following definitions and abbreviations shall apply to this specification:

- 3.3.1 HPS : High Pressure Sodium.
- 3.3.2 MV : Mercury Vapor
- 3.3.3 MH : Metal Halide
- 3.3.4 LED : Light Emitting Diode
- 3.3.5 PECU : Photoelectric Control Unit, a device, which comprises a photo electric sensor responding to variations in illuminance combined with means for switching an electric load.
- 3.3.6 NEMA Base: National Electrical Manufacturers Association, A receptacle into which a one-part control /unit may be inserted.
- 3.3.7 /E (suffix): Elliptical e.g. 150 W HPS/E
- 3.3.8 /T (suffix): Tubular e.g. 150 W HPS/T

3.4 SITE STATISTICS

The lighting installations shall be suitable for 420/230 volts 50Hz supply of electricity. The sites are in various areas of Msunduzi Municipality. The specific locations of the masts will be disclosed at a site inspection, which will be held with the successful tenderer before commencement of the work.

3.5 SYSTEM REQUIREMENTS

The minimum illumination at 150 metres from a single mast shall be 0.5lux. The complete system shall be designed, manufactured, and finished to afford a maintenance free life span and materials shall be chosen to prevent wear, fatigue and corrosion.

3.6 FOUNDATIONS

- 3.6.1 The service provider shall appoint a Geo –Technical Consultant to report on the soil conditions and the foundations shall be designed based on this data. The service provider must also appoint a registered professional Civil Engineer for foundation approval.
- 3.6.2 Each mast shall be supplied with foundation bolts and templates. The bolts shall be hot dip galvanised over their entire length in compliance with SANS 121, ISO 1461 2000-1. Two galvanised nuts, two washers and one spring washer shall be supplied for each bolt. The number of foundation bolts shall be determined according to the design of working loads. Calculations shall be submitted upon the request of an Engineer.
- 3.6.3 A foundation plan adequately designed for the conditions as per working loads of this specification and based on a soil bearing capacity of 150kPa, giving details of the reinforcing required shall be submitted. Soil pressure and overturning safety factor shall be stated.
- 3.6.4 All reinforcing and foundation bolts shall have a minimum of 100mm concrete cover. The 28 days cube strength of the concrete shall be 25 MPa.
- 3.6.5 All foundations shall have a circular flat base from which a square plinth shall rise to above the surrounding ground level.
- 3.6.6 One or two PVC, class B cable sleeves shall be provided from the centre of the top of the foundation plinth, through the concrete to a point below ground level on the side of the plinth.
- 3.6.7 After casting of the foundation, the slab shall be covered by earth, properly compacted. The area around the plinth shall be brought to the original level and shall be left neat and tidy.

3.7 MASTS

3.7.1 Construction

- 3.7.1.1 The masts shall be constructed from round/polygonal sections which, when assembled will form a tapered column of cross section.

- 3.7.1.2 The masts shall be of lightweight construction and a base plate shall be welded to the bottom end of the lowest section suitably drilled for foundation bolts.
- 3.7.1.3 All welding shall comply with SANS 10225 1991-1 specifications. Welding procedure specification shall only be carried out by SANS coded welders only, tested according to the AWS specification. Proof that all welders have been tested by SANS must accompany the tender document. Inspection and acceptance certificates shall be furnished on request.
- 3.7.1.4 The steel used in the manufacture of the mast shall have an ultimate tensile strength of between **460 and 680 MPa** and identical to **SABS 1431 grade 355WA** steel.

3.7.2 Dimensions

The masts offered shall give an overall flood light mounting of 30m, 35m and 40m. The cross section and wall thickness of the mast is determined based on the working loads.

3.7.3 Working Loads

- 3.7.3.1 The masts shall be designed in accordance with SANS 10225 1991-1 code of practice for the design and construction of lighting masts. The following site factors shall be considered:

Site	=	Msunduzi Municipality (Pietermaritzburg)
Design wind speed	=	40m/s
Category of terrain	=	3
Altitude of site	=	700m

- 3.7.3.2 The mast shall carry on its top 9 x 400W LED flood lights evenly spread around its circumference. Data on wind induced oscillations and the dynamic behaviour of the mast shall be submitted.

3.7.4 UV Protected Fibre Glass Canopy

Each mast shall have an UV protected fibre glass canopy that will cover all electrical material on top of the mast against UV light. This will be of the round design to match with the mast and reducing the wind load that is applied to the mast.

3.7.5 Raising And Lowering Device

- 3.7.5.1 Each mast shall be equipped with a **three- or two-point hoisting mechanism**, consisting of three or two 6mm diameter stainless steel wire ropes, running over three or two pairs of Aluminium pulleys on the head frame of the mast running on shafts manufactured from stainless steel and the bearing/housing are manufactured from UV protected UHDPE. All split pins, bolts, nuts, and washers shall be of stainless steel. Pulley shafts shall be positively prevented from rotating in their housings.

- 3.7.5.2 The luminaire carriage shall be drawn against inverted cones to ensure level positioning of the fittings in the operating position. The hoisting ropes, which will remain under tension at all times, shall terminate inside the mast on a clevis plate, to which the rope of the hoisting unit can be connected or to which, when in the raised position, the locking device can be attached. The locking device shall be secured to a structurally sound member of the mast base. The other ends of the hoisting ropes shall be firmly secured to the luminaire carriage. Rope ends shall not be secured by Crosby clamps and only "Talurit" type ferrules of compatible material shall be used. In addition, a safety chain shall be provided between the clevis plate and a structurally sound member of the mast base.
- 3.7.5.3 All fasteners connected with the raising and lowering device shall be secured by Nylok type nuts or stainless-steel split pins.

3.7.6 Hoisting Unit

- 3.7.6.1 Provision shall be made at the base of the mast to accommodate a removable type, approved oil bath winch of the Dymot/OM type.
- 3.7.6.2 The winch shall be of lightweight construction and mounted on a suitable frame for easy transfer from one mast to another, thus not requiring a winch in each mast. It should also, be easily coupled, uncoupled and removable through the door opening provided at the base of the mast.
- 3.7.6.3 This shall be a single or double drum worm gear type, self-sustaining at all loads and operating speeds, without the use of brakes and clutches. It shall have a gear ratio of at least 50:1 and be suitable for both hand and electrical power operation for a 3-rope system and be suitable for electrical power for a 2-rope system. The winch shall run in a fully enclosed oil bath.
- 3.7.6.4 The winch shall be fitted with a safety device to ensure that the drum is locked positively when the cranking handle or power tool is removed from the drive shaft. The safety device shall be applied automatically.
- 3.7.6.5 A test certificate, stating the safe working load of the winch and issued by a recognised testing authority, shall be supplied with each winch. Winches shall be fitted with a label and rating plate of a permanent nature in an easily visible position.

3.7.7 Power Tool

- 3.7.7.1 A hydraulic power tool is required to drive the single drum winch and must have the following specification:
- i. A 1.5-kilowatt single phase electrical motor running at 1440 rpm. A hydraulic motor with variable speed ranging 214 rpm and 268 rpm with a pump delivery of 5.5L/min.

3.7.7.2 The standard power tool required to drive the double drum winch must have the following specification:

- i. A single-phase, single speed electric motor, fitted with a reduction gearbox. The power tool, which is slotted into the winch slide, when in use, must be supplied complete with a 4-metre cable and remote forward/reverse control switch, for safe operation.

3.7.7.3 The power tool should incorporate a torque-limiting device that could be readily adjusted and locked.

3.7.8 Access Opening

3.7.8.1 An access door adequately protected against the weather shall be provided in the mast, with the bottom lintel 600mm above the base plate. The door shall be adequately protected against vandalism and secured by three screws requiring a special opening tool.

3.7.8.2 A door frame shall reinforce the opening in the mast. The mounting strips welded opposite the door opening shall be drilled for the mounting of a control board. Earth terminals, as well as a support bar for the incoming supply cables, shall be provided below the door opening.

3.7.9 Corrosion Protection

3.7.9.1 All parts of the mast, raising and lowering device not specified as manufactured from stainless steel, shall be hot dip galvanised in compliance with the requirements of SANS 121 (ISO 2000-1) and test certificates shall be provided if required.

3.7.9.2 No welding, drilling, punching, bending or removal of burrs shall be carried out after galvanising.

3.7.10 Electrical Connection To The Luminaires

3.7.10.1 A flexible, heavy duty 5 core trailing cable, which runs over a separate set of Aluminium sheaves at the head frame, shall be provided. Sheaves shall be of Aluminium, running on UHDPE shafts.

3.7.10.2 The shafts shall be positively secured from rotating in their housings. The Aluminium sheaves shall be adequately sized to prevent deformation of the cable.

3.7.10.3 The trailing cable shall be firmly connected to the luminaire carriage at its one end and to the clevis plate at the other end. Suitable connectors of the CEE type with an IP44 rating shall be provided.

3.7.10.4 A fully enclosed IP30 distribution board shall be provided for mounting inside each mast, containing:

- i) 1 – 3 pole isolator (main switch)

- ii) 3 – Single pole MCB's (Lights)
- iii) 1 – Single phase switched socket outlet for the use of a power tool
- iv) 1 – 5 pin CEE socket
- v) 1 – Adequately rated contactor
- vi) 1 – Single pole MCB acting as bypass switch
- vii) 1 – Single pole MCB protecting the contactor
- viii) 1 – Rated photocell

3.7.10.5 The photocell of the National type shall be mounted 4m above ground level on the outside of the mast under a vandal proof cover by means of a special locking device. A splitter box with IP65 rating shall be mounted on top of mast, fitted with a test socket of the CEE type with at least IP44 rating at the bottom of the box.

3.7.10.6 All circuit breakers and isolators shall have a rupturing capacity of 5kA and shall bear the mark of the SABS and shall be accessible through cut outs in the cover without having to remove the cover.

3.7.10.7 All equipment shall be clearly marked with engraved labels. No stick-on embossed tape shall be used.

3.7.10.8 The distribution board shall be fully wired and ready for connection to the incoming supply cables.

3.8 **LUMINAIRE CONSTRUCTION**

3.8.1 It is advisable that the successful bidder purchase the luminaires from the successful bidder of **SUPPLIES AND SERVICES CONTRACT №: E14 OF 2023: MANUFACTURE, SUPPLY, DELIVERY AND OFF-LOADING OF THE STREET LIGHT, HIGH MAST/FLOODLIGHT FITTINGS AND LUMINAIRES OR AN EQUIVALENT.**

This is done to have uniformity in high mast luminaires and the municipality can also keep Strategic spares. The municipality reserves the right of purchasing the luminaires directly from the successful bidder of E 14 of 2023.

LED -Equivalent Replacement of the 400W HPS/ 400W MH	Side entry	with a built in PECU
LED -Equivalent Replacement of the 400W HPS/ 400W MH	Side entry	without a built in PECU

The luminaire shall be designed to operate satisfactorily when subjected to the following operating conditions:

Climate	Humid, salt-laden and sub-tropical
Altitude	From sea-level to 1 000 m
Ambient temperature	From -5°C to 40°C
Maximum relative humidity	98%
Mean annual value of solar radiation	1.0 kW/m ²
Average total annual rainfall figure	1 000 mm
Pollution	Heavy marine and industrial
Lightning level/lightning ground flash density	high/up to 5 flashes per km ² per year

Lowest/Highest system phase-to-earth voltage	207 V/253 V
System frequency	50 Hz
System neutral earthing	Solidly

3.8.1 Lighting Performance Specification For Msunduzi Street Light Luminaires For Floodlights/High Mast Lights

General Guidelines:

- 3.8.1.1 The LED luminaire shall be designed to meet the lighting criteria for Group A and B roads, as per the detailed schedule.
- 3.8.1.2 The luminaire shall be designed in accordance with the following requirements:
 - 3.8.1.2.1 Design life: More than 25 years
 - 3.8.1.2.2 The replacement (upgrading and service) of the LED unit and the driver/power supply shall be possible without removing the whole luminaire but by means of replacing only the optical/gear compartment by means of a hinging mechanism.
 - 3.8.1.2.3 The luminaire shall incorporate a temperature sensor which monitors the temperature of the LEDs on the PCBs. Once a critical temperature is reached, the current shall be reduced to a safe temperature level. The temperature sensor is not intended to switch off the LEDs at high temperatures.
 - 3.8.1.2.4 The luminaire shall incorporate a surge protection device of 10kA.
 - 3.8.1.2.5 Minimum IP rating of the light compartment, including driver compartment: IP66.
 - 3.8.1.2.6 The protector shall be smooth, for easy cleaning, and shall be manufactured of tempered glass (IK08).
 - 3.8.1.2.7 It shall be certified, in terms of IEC 60598, to operate at an ambient temperature of 35°C. The thermal design shall be particularly designed for African exterior conditions, i.e. high temperatures, high pollution, corrosion resistant.
 - 3.8.1.2.8 The cooling fins shall be designed in such a manner to prevent the accumulation of dirt, thus ensuring the continuous effective cooling. The cooling rib height to width ratio may not exceed 0.7. Additionally, the top surface shall be curved in shape.

- 3.8.1.2.9. The LED life expectancy shall be 60,000 hours at 80% lumen maintenance. (Documentary evidence from the LED manufacturer, by means of an appropriate datasheet, confirming the statistical correlation, shall be provided).
- 3.8.1.2.10 Use of high efficiency LED's (> 70 lumens/watt: Absolute photometry) CRI > 70. Documentary evidence of compliance to this clause shall be submitted with the tender.
- 3.8.1.2.11 Colour temperature shall be neutral white (5 000K). A report from the LED vendor, for LED's used in the luminaire, shall be submitted, which shall include the following documentary evidence:
- i) Measured LED junction temperature for a given test condition and extrapolated for an ambient temperature of 35°C.
 - ii) LED drive current.
 - iii) LED manufacturer data that clearly correlates LED junction temperature and LED drive current to lumen maintenance.
 - iv) The LED datasheets, indicating the Byy, Lxx data, as provided by the LED manufacturer.
 - v) Documentary evidence, confirming that the failure of one LED will not cause additional LED's to fail.
- 3.8.1.2.12 Direct conduction & maximized surface for external heat exchange shall be provided.
- 3.8.1.2.13 Luminaire closure shall be by means of a single movement clip mechanism at the rear of the luminaire and secured by a tamper-proof screw to minimise theft and vandalism.
- 3.8.1.2.14 The control gear compartment shall be incorporated into the luminaire housing.
- 3.8.1.2.15 The power supply connection must take place inside the luminaire.
- 3.8.1.2.16 The luminaire shall automatically disconnect the supply to the power supply once the Luminaire is opened.

3.8.2 Photometric Requirements:

- 3.8.2.1 The tenderer shall submit the calculations, as per SANS 10098, for Class A or B roads. Detailed calculations, confirming the results, shall accompany the tender document. The photometric data submitted shall be based on measurements undertaken by an internationally certified lighting laboratory.
- 3.8.2.2 Copies of the photometric report shall be submitted and shall contain the measuring matrix, with measurement points as defined by CIE 140, illustrating:
- a) The (absolute) candela values, at an ambient temperature 35°C.
 - b) The description and photography of the luminaire tested.
 - c) The supply voltage and LED currents during testing.
- 3.8.2.3 The calculation shall be based on the following criteria:
- i) LED lumen depreciation: 20%
 - ii) Maintenance factor: 0.9 (allowing for a 10% light loss due to dirt on the protector surface).
 - iii) The LED light output degradation, which is to be obtained from the LED manufacturer's datasheets, when operating the luminaire at an ambient temperature of 35°C.

3.8.3 Power Supply:

- 3.8.3.1 The unit shall have the following features:
- a) The power factor shall be rated at ≥ 0.95 .
 - b) The power supply shall be removable and shall be suitable for operation with the specified rating of the lamp on a 185-265VAC 50Hz single phase system.
 - c) Operating temperatures shall be from -15deg to +60deg on the housing (case temperature).
 - d) Operating humidity shall be from 20% to 95%.
 - e) The control gear shall incorporate a thermal switch for protection when exceeding the case temperature.
 - f) Provisions shall be made to withstand surges up to 10kV/10kA.
 - g) The unit shall be EMC compliant to the EN55015 and EN61347-1 standard.
 - h) The unit shall provide the option to add a recessed daylight switch if required.

3.8.4 Spigot Entries:

- 3.8.4.1 Spigot entries shall be designed to fit easily over the bracket pipe and shall be truly parallel to the fitting axis and shall comply with Table 1 of SANS 1088 as follows:
- For Type 2 luminaires (side entry): Nominal size 42 mm

- 3.8.4.2 The luminaire shall be secured to the spigot by means of at least two stainless steel M8 grub screws, as specified in ISO 4762. This shall be done from the inside of the luminaire to minimise the risk of vandalism and theft. An additional safety screw, with a special coded screw head, shall protect the luminaire against pilferage.

3.8.5 **Guarantee/Warranty/Defects Liability Period**

- 3.8.5.1 All luminaires offered shall have a minimum guarantee period of **five years**.
- 3.8.5.2 Luminaires bearing a date of manufacture exceeding four months prior to the date of delivery shall not be accepted.
- 3.8.5.3 If luminaires are found to have failed within this period because of poor manufacturing processes and/or poor materials it shall be replaced free of charge by the manufacturer.
- 3.8.5.4 The scope of this guarantee includes the LED module drivers, LED module(s), brackets, photoelectric control unit receptacle, protector lens, luminaire housing, diffuser, lamp-holder, etc. but excludes guarantee of control gear.
- 3.8.5.5 Tenderers shall provide separate guarantee for the control gear.
- 3.8.5.6 Failure of the luminaire in terms of clause 10.2 would entail degradation of the polymer, by ultraviolet radiation for example, to a point where cracks or holes appear in the luminaire housing (or diffuser), thus compromising the structural integrity and IP rating of the luminaire.
- 3.8.5.7 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials, unless otherwise provided 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.
- 3.8.5.8 The supplier warrants that each luminaire supplied under the contract shall have a maximum lumen depreciation of not more than 10% of the original lumen output of the luminaire during the period of warranty.

3.9 **EARTHING OF MAST**

- 3.9.1 Earthing must be performed by means of standard system consisting of 2 x 1.2m earth spikes, installed under foundation bolts via 2 x 70mm copper conductors with 2 x brass clamps.
- 3.9.2 The earthing of the mast will be done according to the relevant SANS specifications and will be done in such a way that no copper conductors will be visible or exposed, once the job is completed.

3.10 GENERAL

- 3.10.1 All documentation submitted with the tender, shall be in English and shall be submitted on electronic media in accordance with the following requirements:
- 3.10.2 All text-based documents shall be provided in Microsoft Word (.doc) or Adobe Acrobat Reader (.pdf) formats.
- 3.10.3 All drawings shall be provided in Adobe Acrobat Reader (.pdf) format and all dimensions shall be indicated in millimetres.

3.11 PRODUCT TRAINING

- 3.11.1 The supplier shall provide comprehensive training courses to enable Msunduzi municipality staff to configure, program, operate, diagnose faults, and fully maintain the offered high mast lighting.
- 3.11.2 The language medium for the training courses shall be English. The cost per training shall be provided with the tender documentation.
- 3.11.3 Training manuals shall be provided by the successful supplier prior to the delivery of the masts. Training venues can be provided by the Msunduzi municipality if required.

The following technical manuals shall be submitted:

- (i) Installation, operation, and maintenance of the high mast manual.
- (ii) Railow brochure and any relevant information that the successful bidder identify would be of use to the Msunduzi municipality's electricity department.

4.0 CONTRACT PERIOD

A contract period of three (3) years for the design, manufacture, supply, delivery, offloading, installation, and commissioning of high mast lighting.

5.0 PLACE OF DELIVERY AND OFF-LOADING

Items are to be delivered and off-loaded on site of installation on the day when required. The cost should cover all labour, plant, materials, delivery, off-loading etc. The specific locations of the masts will be disclosed at a site inspection, which will be held with the successful tenderer before commencement of the work.

6.0 INSURANCES

- 6.1 The service provider shall submit within fourteen (14) days from date of receipt of the provisional letter of acceptance, to the Senior Manager: Supply Chain Management the following surety and insurances:
 - i) Public liability insurance to the value of R5 million for any single claim, and,
 - ii) Works insurance to the value of R10 million including VAT.
- 6.2 When the Senior Manager: SCM is in her absolute discretion satisfied with the above arrangements, a final letter of acceptance will be forwarded to the service provider confirming that the tender and the letter constitute a binding agreement between the service provider and the Msunduzi Municipality.

7.0 PENALTIES

The Council reserves the right to impose penalties in the amount of 1% of the order value for each calendar day up to a maximum of 10% if the service provider does not complete the work on or before the completion date specified herein. In this case, such monies shall be deducted from any monies due to the service provider, or which may become due to the service provider. No reduction in the penalty shall be entertained for partial completion of the work.

8.0 COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto, and shall be conditional upon any necessary consent required by law being obtained. The following standards apply:

- 8.1 The OHS Act (Act 85 of 1993)
- 8.2 The compensation for occupational injuries and diseases act (act 130 of 1993) (coid act)
- 8.3 The Labour Relations Act (Act 66 of 1995)
- 8.4 The basic conditions of employment act (act 3 of 1983) (BCE act)
- 8.5 The income tax act (act 58 of 1962)
- 8.6 The value added tax act (act 89 of 1991)
- 8.7 The engineering profession act of south Africa (act 114 of 1990)
- 8.8 CIDB regulations
- 8.9 Municipal Finance Management Act (MFMA)
- 8.10 SABS/SANS Standards

9.0 DEFECTS LIABILITY PERIOD

The works shall carry a twelve-month defects liability commencing from the final date of completion and handover.

10.0 DRAWINGS

The bidder must supply with tender document the drawings/schematics for each item.

11.0 INSPECTION OF CONTRACTOR'S PREMESIS

N/A

12.0 TENDER BRIEFING MEETING

A **non-compulsory** Tender Briefing Meeting will be held at **10h00 prompt on Tuesday, 07 May 2024**, in the **Electricity Department's Boardroom, 111 Havelock Road, Pietermaritzburg, 3201**. Only one Tender Briefing Meeting will be held. An official will chair the meeting and answer queries raised by prospective Tenderers.

Tenderers attention is drawn to page 6, clause 2.0 of the Standard Conditions of Tender.

13.0 ESCALATION

The rates will remain fixed for the first year of the contract and an increase based on SEIFSA indices and any applicable contract price adjustment will apply for the remaining years.

14.0 MAINTENANCE PERIOD

N/A

15.0 MATERIALS

All equipment or parts manufactured to SANS or other standard shall be so described in the literature accompanying the tender document. Materials shall likewise be listed. The mast must be designed according to SANS 10225.

16.0 MANDATORY REQUIREMENTS

- 16.1 Only Contractors registered at the date of bid closing with the Construction Industry Development Board (CIDB) with a grading of 6 EP or higher will be considered for adjudication. A copy of the Company's CIDB registration certificate must be attached to this bid document.
- 16.2 An ECSA registered Structural/Civil engineer must be provided, he/she can be employed by the company or sub-contracted. A valid certified copy of the registration certificate must be provided.
- 16.3 Proof must be supplied that the manufacturer is ISO 9001:2015 accredited. If the Tenderer is the middleman, proof from where the Tenderer purchases (manufacturer) must be attached.

17.0 EVALUATION CRITERIA

17.1 Stage 1: Eligibility Criteria

Proposals will be evaluated on the 80/20 Preference Point System. For the purposes of clarity, 50 Points will be based on Eligibility criteria and 80/20 Points in respect of price and Specific Goals. In relation to the tender document, scoring of the functionality was undertaken as per the below: -

The 50 Points for Eligibility Criteria will be broken down as follows:

Key Aspect Of Criterion	Basis For Points Allocation	Score	Max. Points	Verification Method
1. Previous Experience of the bidder	Number of successful completed supply, delivery and installation of high mast	2 x Points per successful completed high mast project up to a maximum of 10 high masts.	20	Purchase orders, and invoices. To be accompanied by the completion certificate/s or reference letter/s
2. Key staff qualification and experience	Experience No. of years post qualification and Qualification in Higher Diploma/ B.Tech or B. Eng/ Bsc. degree in Structural and or Civil Engineering	10 x Points for relevant 05 years' experience for Structural/Civil Engineer/Technologist	10	CV showing years of relevant experience and certified copy (not older than 6 months) of the original Higher Diploma/B.Tech or B. Eng/ Bsc. degree in Structural or Civil Engineering.

		05 x Points for relevant 2-4 years' experience for Structural/Civil Engineer/Technologist		
3. Key staff qualification and experience	Experience post qualification and qualification in Electrical trade (Heavy current)	5 x points for an electrician meeting verification method, 0 x points for non-submission/not meeting verification method	5	A certified copy (not older than 6 months) of the original electrical trade test certificate to be attached with curriculum vitae showing a minimum of two years relevant experience in overhead lines and underground mains.
4 Plant	Flatbed truck (minimum 20 ton), for high mast structure delivery	5 x points for verifiable flatbed truck with a minimum of 20-ton capacity	5	Proof of ownership on Vehicle List e.g proof of purchase, logbook or Hire Letter/lease agreement from hiring company to be included if hired.
	Hydraulic crane (at least 20 ton) for installation of masts and extensible to a minimum of 30m	5 x points for verifiable hydraulic crane with a minimum of 20-ton capacity and extensible to a minimum of 30m	5	Proof of ownership on Vehicle List e.g proof of purchase, logbook or Hire Letter/lease agreement from hiring company to be included if hired

5	Health and Safety Officer	Experience post qualification and qualification in Health and Safety (Safety Management Training Course (SAMTRAC) or Diploma)	5 x points for verifiable health and safety certificate, and 0 x points for non-submission or not meeting verification method	5	A certified copy (not older than 6 months) of original health and safety certificate, and a professional registration (e.g South African Institute of Occupational Safety and Health (SAIOSH)/SACPC MP in Health & Safety body to be attached with curriculum vitae showing relevant experience in the electrical/civil construction industry.
Total				50	
Threshold				35	

Only Tenderers who score a minimum of 35 points equivalent to 70% and above in terms of their experience and technical capacity at this stage shall be considered for further evaluation as indicated in Stage 2 below.

NOTE: Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies. Original certification should not be older than six (6) months. Copies of certificates must be certified by the Commissioner of Oaths without it the certification will be invalid.

Failure to comply with the requirements of the above will result in rendering the submitted document/s nullified.

17.2 Preference Point System

The Preference Points will be allocated as follows:

Total Price	80
Specific Goals	20

Item No.	Criteria	Basis Of Points Allocation	Claimable Points	Verification Document
1.	Black Owned Enterprise (BOE)	A "black-owned enterprise" with at least 51% South African black ownership and/or more than 51% management control by South African black people	8 Points	Companies and Intellectual Property Commission (CIPC) certificate OR Central Supplier Database (CSD)
2.	Business Enterprises owned by Women	A woman-owned business that is at least fifty-one percent (51%) owned and controlled by one or more women and whose management and daily business operations are	6 Points	Companies and Intellectual Property Commission (CIPC) certificate OR Central Supplier

		under the control of one (1) or more women.		Database (CSD)
3.	Location of a Business Enterprise	This includes any structure or establishment used in conducting a business within the Msunduzi municipality jurisdiction	6 Points	Utility Bill or Lease agreement document

18.0 SPARES

Tenderers shall quote prices for the spares listed on the Price Schedule together with the prices for all other such spares that are considered necessary. The tenderer shall also provide relevant information on the availability and delivery of spare parts.

19.0 ANY OTHER IMPORTANT INFORMATION

Council reserves the right to appoint more than one (1) service provider, to a maximum of three (3) service providers in order of preference.

19.1 NOTES:

- 1) The municipality reserves the right to verify supporting documents submitted by the bidder.
- 2) The Service Provider must submit with the tender document the detailed programme which will include design, manufacturing, delivery & offloading, erection of base foundations, installation & commissioning phases clearly indicating the timeframes.

20.0 PRE-DELIVERY INSPECTION

- 20.1 Before the mast is delivered to our site, the Engineer will inspect the equipment like that offered at the factory. The tender shall arrange for access to such site and shall arrange for a representative to be present.
- 20.2 A compulsory site inspection of the new proposed sites will be arranged at a date that suits the Engineer. The cost for two personnel to inspect the sample high mast shall be inclusive in the price schedule for each item. Otherwise, the sample unit shall be delivered and off-loaded at 140 Havelock Road, all costs for delivery and return of this sample shall be the responsibility of the tenderer.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

**APPOINTMENT OF A FRAMEWORK AGREEMENT OF TWO (2) SERVICE PROVIDERS FOR THE
DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFF LOADING, INSTALLATION,
COMMISSIONING AND ENERGISING OF HIGH MAST LIGHTING WITHIN MSUNDUZI
MUNICIPALITY**

PRICING SCHEDULE 1: TWO ROPE SYSTEM-30M

ITEM	DESCRIPTION	UOM	PRICE PER UNIT (EXCL VAT)	TOTAL
1.1	400W LED flood light	Ea		
1.2	400W LED flood light-Solar Powered	Ea		
2.1	300W LED flood Light	Ea		
2.2	300W LED flood light-Solar Powered	Ea		
3	Supply mast	Ea		
4	Supply bolts and template for installation	Lot/mast		
5	Delivery Pietermaritzburg	Ea		
6	Assemble and erection of mast	Ea		
7	Electrical material in mast	Lot/mast		
8	Concrete foundation	Ea		
	i) Pickable soil	m ³		
	ii) Soft rock	m ³		
	iii) Hard rock	m ³		
9	Lightning protection	Ea		
11	Double drum winch	Ea		
13	Sub-Total			
14	Add Vat @ 15%			
15	Total incl. vat			
	Cost per unit			

PRICE SCHEDULE 2: THREE ROPE SYSTEM-30M

ITEM	DESCRIPTION	UOM	PRICE PER UNIT (EXCL VAT)	TOTAL
1.1	400W LED flood light	Ea		
1.2	400W LED flood light-Solar Powered	Ea		
2.1	300W LED flood Light	Ea		
2.2	300W LED flood light-Solar Powered	Ea		
3	Supply mast	Ea		
4	Supply bolts and template for installation	Lot/mast		
5	Delivery Pietermaritzburg	Ea		
6	Assemble and erection of mast	Ea		
7	Electrical material in mast	Lot/mast		
8	Concrete foundation	Ea		
	i) pickable soil	m ³		
	ii) Soft rock	m ³		
	iii) Hard rock	m ³		
9	Lightning protection	Ea		
11	Single drum winch	Ea		
13	Sub-Total			
14	Add Vat @ 15%			
15	Total incl. vat			
	Cost per unit			

PRICE SCHEDULE 3: 20M SOLAR POWERED HIGH MAST LIGHT

ITEM	DESCRIPTION	UOM	PRICE PER UNIT (EXCL VAT)	TOTAL
1.1	400W LED flood light-Solar Powered	Ea		
1.2	Solar panel/module 300-350W Output	Ea		
2.1	300W LED flood Light	Ea		
2.2	300W LED flood light-Solar Powered	Ea		
3	Supply mast	Ea		
4	Supply bolts and template for installation	Ea		
5	Delivery to Pietermaritzburg	Ea		
6	Assemble and erection of mast	Ea		
7	Electrical material in mast	Ea		
8	Concrete foundation	Ea		
	i) pickable soil	m ³		
	ii) Soft rock	m ³		
	iii) Hard rock	m ³		
9	Lightning protection	Ea		
11	Single drum winch	Ea		
13	Sub-Total			
14	Add Vat @ 15%			
15	Total incl. vat			
	Cost per unit			

PRICING SCHEDULE CONT.....

Item No.	Description	UOM	Unit Price excl. VAT	
16.	Expanded Public Works Programme for local labour	Per hour + 10% handling fee		
17.	Allow for certificate of compliance (CoC)	each		
18.	Safety officer-Compliance with OSH Act	Per hour + 10% handling fee		
19.	Allowance for compiling safety file	1 per financial year		

Should actual site conditions vary, the information on the table below with extra over rates should apply:

	CONDITION	UOM	Unit Price excl. VAT	Total
20.	Blinding	m ³		
21.	Imported backfill	m ³		
22.	Reinforcing steel	Kg		
23.	Blasting	Cost + 15%		
24.	Soil Crete mix	m ³		

The successful bidder will be required to install the service cable from the ESKOM meter box to the high mast DB or from the Msunduzi mains to the high mast DB and energise the high mast. Materials will be issued from the Msunduzi Municipality general stores, if not available then the service provider will procure with an additional 10% mark-up.

The below rates will be applicable:

Item No.	Trenching/Excavation & Backfilling	UOM	Unit Price excl. VAT
25.	Hand pickable soil	m ³	
26.	Clay	m ³	
27.	Shale	m ³	
28.	Rock	m ³	
29.	Ironstone	m ³	
	Supply and Transport of Soil to Site		
30.	Fine clean soil for bedding for cable		
31.	Trench filling		
	Cable Laying		
32.	25mm ² 4-Core PVC (Cu)	Per metre	
33.	16mm ² 4-Core PVC (Cu)	Per metre	
	LV Cable Termination (Complete)		
34.	25mm ² 4-Core PVC (Cu)	Each	
35.	16mm ² 4-Core PVC (Cu)	each	

	Installation of LV Aerial Bundle Conductor		
36.	50mm ² x 6/5/4 c ABC to erect		
37.	25mm ² x 6/5/4 c ABC to erect		
38.	25mm ² x 3 c ABC to erect		
39.	Number of stays to make off		
40.	Number of flying-stays to make off		
41.	Number of "Knock-in" stays complete		
	LV cable terminations to ABC (complete)		
42.	50mm ² x 4 core PVC (Cu)	Each	
43.	25mm ² x 4 core PVC (Cu)	Each	
44.	16mm ² x 2/4 core PVC (Cu)	Each	
	CONNECT ABC TO ABC (COMPLETE)		
45.	25-50mm ² x 5 core ABC to 25-95mm ² x 5 core ABC	Each	
	Number of pole holes to excavate, plant and backfill (including pole numbering)		
46.	11 m - 1,8 m deep	m ³	
47.	9 m poles - 1,5 m deep	m ³	
48.	7 m poles - 1 m deep	m ³	

Notes:-

1. The tender document and the Price Schedule must be completed in neat original handwriting.
2. Tenderers who are non-VAT Vendors must insert the symbols "**NVV**" in the VAT column.
3. For adjudication purposes, the Council reserves the right to correct any arithmetical errors.
4. The Council reserves the right to enter into price negotiations with the appointed Tenderers, with the objective of achieving uniform costing for the services provided.

CIDB Registration No.....

Name of Tenderer:

Full Name of Signatory:

Capacity of Signatory:

Signature:Date:

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

**APPOINTMENT OF A FRAMEWORK AGREEMENT OF TWO (2) SERVICE PROVIDERS FOR THE
DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFF LOADING, INSTALLATION,
COMMISSIONING AND ENERGISING OF HIGH MAST LIGHTING WITHIN MSUNDUZI
MUNICIPALITY**

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	E32 (A) OF 2024	CLOSING DATE:	30 October 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A FRAMEWORK AGREEMENT OF TWO (2) SERVICE PROVIDERS FOR THE DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFF LOADING, INSTALLATION, COMMISSIONING AND ENERGISING OF HIGH MAST LIGHTING WITHIN MSUNDUZI MUNICIPALITY				
THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX AT:

FOYER, GROUND FLOOR				
CITY HALL				
169 CHIEF ALBERT LUTHULI STREET (FORMERLY COMMERCIAL ROAD)				
PIETERMARITZBURG				
3201				
SUPPLIER INFORMATION				
NAME OF TENDERER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:			
CSD REGISTRATION No.	MAAA			

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF TENDERER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM UNIT	CONTACT PERSONS	LUNGISANI NTULI
CONTACT PERSON	VINESH GOVENDER	TELEPHONE NUMBER	033 392 579 0/
TELEPHONE NUMBER	033 – 392 2027	CELLULAR NUMBER	082 724 3636
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	vinesh.govender@msunduzi.gov.za	lungisani.ntuli@msunduzi.gov.za	

PART B

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF TENDERER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

**APPOINTMENT OF A FRAMEWORK AGREEMENT OF TWO (2) SERVICE PROVIDERS FOR THE
DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFF LOADING, INSTALLATION,
COMMISSIONING AND ENERGISING OF HIGH MAST LIGHTING WITHIN MSUNDUZI
MUNICIPALITY**

DATA SHEET 2: STATEMENT OF PREVIOUS EXPERIENCE

The nomination of works, preferably of a similar nature to the works in this contract and which the Tenderer has successfully completed, is invited for adjudication purposes.

Tenderers are hereby required to complete the schedule below in its entirety.

Alternatively, Tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

Failure to comply with either of these requirements shall lead to disqualification.

Name of Company	Contact Person	Contact No.	Nature of Works	Value of Works and Duration

Signature Date

THE MSUNDUZI MUNICIPALITY

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MUNICIPALITY**

DATA SHEET 3 – RESOURCES SCHEDULE

Tenderers are required to submit details of their management, office and supervisory resources, training programmes, yard and office facilities, full-time work-force including trainees, and plant and equipment for adjudication purposes.

[illegible]

Signature Date

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

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MUNICIPALITY**

I/We do hereby declare that the Municipal Fees of ***(Full Name of Tenderer)***

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees:-

<u>DESCRIPTION</u>	<u>ACCOUNT No.</u>
Electricity	_____
Water	_____
Rates	_____

(Attach a copy of the current Utility Bill)

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

NB: If the Contractor is leasing the premises, a copy of the Lease Agreement must be submitted for adjudication purposes.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of :-

Physical Address.....

.....

Signature.....Date.....

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

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MUNICIPALITY**

DATA SHEET 5: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

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

3.11.1 If yes, furnish particulars.....

.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/ NO**

3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.....

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

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

.....

4. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, the undersigned (Name)

Certify that the information furnished on this Declaration Form is correct. I accept that the state may act against me should this Declaration prove to be false.

Signature.....Date.....

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

**APPOINTMENT OF A FRAMEWORK AGREEMENT OF TWO (2) SERVICE PROVIDERS FOR
THE DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFF LOADING, INSTALLATION,
COMMISSIONING AND ENERGISING OF HIGH MAST LIGHTING WITHIN MSUNDUZI
MUNICIPALITY**

**DATA SHEET 6: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 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 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 ***In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.***

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

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

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

Certify That The Information Furnished On This Declaration Form Is Correct. I Accept That The State May Act Against Me Should This Declaration Prove To Be False.

Signature.....Date.....

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

APPOINTMENT OF A FRAMEWORK AGREEMENT OF TWO (2) SERVICE PROVIDERS FOR THE DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFF LOADING, INSTALLATION, COMMISSIONING AND ENERGISING OF HIGH MAST LIGHTING WITHIN MSUNDUZI MUNICIPALITY

DATA SHEET 7: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.**

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

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MUNICIPALITY**

DATA SHEET 8: AUTHORITY TO SIGN DOCUMENT

I/We*, the undersigned, am/are* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified
copy is attached, or

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:-

(1) Full Name:

Signature:Date.....

(2) Full Name:

Signature:Date.....

* ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

THE MSUNDUZI MUNICIPALITY

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MUNICIPALITY**

**DATA SHEET 9: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

1.0 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

.....
.....

2.0 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.

.....
.....

*** Delete if not applicable**

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, furnish 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 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

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MUNICIPALITY**

DATA SHEET 10: TENDER BRIEFING MEETING CERTIFICATE

As required in terms of this document, I/we attended the compulsory Tender Briefing Meeting on the date specified below.

I/We carefully examined the contract document, and have made myself/ourselves fully conversant with all the circumstances likely to influence this contract.

I/We further certify that I am/we are satisfied with the description of the Works and the explanation given by or on behalf of the Engineer at the Tender Briefing Meeting, and that I/we understand perfectly the work to be done, as specified and implied, in the execution of the contract.

SITE INSPECTION/TENDER BRIEFING CERTIFICATE
(To be completed by the Tenderer prior to the meeting)

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

This will certify that _____ (Name)

Representing _____ (Firm)

visited the site of the Works and/or attended the tender briefing meeting for this contract on

_____ day _____ Month _____ Year

SIGNATURE OF TENDERER: _____

SIGNED: _____ DATE: _____

for ENGINEER

THE MSUNDUZI MUNICIPALITY

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MUNICIPALITY**

TENDER FORM

The City Manager
City Hall
PIETERMARITZBURG
3201

Dear Sir

Having examined the Specifications, Conditions of Contract, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Specifications, Conditions of Contract, Tender and Legislation, save as amended by the modifications set out in Annexure 'A' attached hereto, for the rates as set out in the price schedule for a three (3) year period commencing from date of award.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/we agree to their being corrected, the rates being taken as correct.

I / We are registered VAT vendors and the amounts indicated on the Price Schedule INCLUDES VAT.

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated.

I/We confirm that I am/We are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation Section of this document.

I/We are formally associated by written agreement with the following firms, corporations or companies: -

(enter Nil if no affiliations)

I/We are fully paid up members in good standing of the following organisation(s): -

(enter Nil if no affiliations)

My/Our VAT vendor registration number is: - _____

My/Our tender fee receipt number as issued by the Council is: _____

I/We bank at the branch of _____

where I/we have a _____ account.

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and acknowledge that the Senior Manager: Supply Chain Management may, if in her absolute discretion good and sufficient grounds are brought to her attention in writing within five (5) working days from the date hereof, decline to consider my/our offer.

I/we the Undersigned, Warrants That I Am/ We Are Duly Authorised to Do So on Behalf of the Enterprise, Certifies That the Enterprise Complies with All Statutory and Municipal Requirements and That the Information Supplied in Terms of this Documents with Additional Information is Correct and Accurate and Acknowledges That if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of: -

Physical Address.....

.....

SIGNATURE.....DATE.....

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

**APPOINTMENT OF A FRAMEWORK AGREEMENT OF TWO (2) SERVICE PROVIDERS FOR
THE DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFF LOADING, INSTALLATION,
COMMISSIONING AND ENERGISING OF HIGH MAST LIGHTING WITHIN MSUNDUZI
MUNICIPALITY**

ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the Standard Conditions of Contract or Specification, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or, alternatively, state them in a covering letter attached to his/her tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

If no departures or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

Signature Date

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OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)

SECTION 37(1)

Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –

- (a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

SECTION 37(2)

The provisions of subsection (1) shall “mutatis mutandi” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

ACCEPTANCE BY MANDATORY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993,

I, _____

(Name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of

(Name of PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements and provisions of the Health and Safety Specifications issued by the client at the following site:

(Name of Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file;
- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: _____ Date: _____

(on behalf of PRINCIPAL CONTRACTOR)

Signature: _____ Date: _____

(CLIENT- Msunduzi Municipality)

Print Name: _____

(Name of CLIENT Representative)

THE MSUNDUZI MUNICIPALITY**SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024****APPOINTMENT OF A FRAMEWORK AGREEMENT OF TWO (2) SERVICE PROVIDERS FOR
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MUNICIPALITY****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

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

- 1.6 The organ of state reserves the right to require of a Service Provider, 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 organ of state.

2. DEFINITIONS

- (a) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (b) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“Functionality”** means the ability of a Service Provider to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (e) **“lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;
- (f) **“price”** means amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;
- (g) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (h) **“Rand Value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation;
- (i) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (j) **“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;
- (k) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where: -

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$

Where: -

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\max}$ = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

4.2 For the purpose of this tender points will be allocated in accordance with the specific goals as outlined in the Tender Document specification contained herein and must be supported by proof /documentation as stated therein.

4.3 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

5. SUB-CONTRACTING

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

(Tick applicable

YES		NO	
-----	--	----	--

box)

5.1.1 If yes, indicate:

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

ii) The name of the sub-contractor.....

iii) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ☒	QSE ☒
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Co-operative owned by black people		
Black people who are military veterans		
OR		
Msunduzi EME		
Msunduzi Manufacturing Enterprise		
Location of a Business Enterprise		

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number.....

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

6.6 COMPANY CLASSIFICATION

[TICK APPLICABLE BOX]

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service Provider
- ☐ Other Service Providers, e.g. transporter, etc.

6.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number:

Stand Number:

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES: 1..... 2.....

SIGNATURE(S) OF BIDDER(S)..... DATE:

ADDRESS:

.....

THE MSUNDUZI MUNICIPALITY

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TAX CLEARANCE CERTIFICATE

Tenderers are required to attach hereto a Valid Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001 for adjudication purposes.

THE MSUNDUZI MUNICIPALITY

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CIPC REGISTRATION CERTIFICATE

Tenderers are required to attach hereto proof of registration with the Companies and Intellectual Property Commission (CIPC) for adjudication purposes.

THE MSUNDUZI MUNICIPALITY

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**CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION
REPORT**

Tenderers are required to attach hereto proof of registration with the Central Supplier Database (CSD).

A full Report is required for adjudication purposes

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E32 (A) OF 2024

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MUNICIPALITY**

COMPACT DISC (CD) OR USB-FLASH DRIVE

Tenderers are required to attach hereto a scanned copy of the completed tender document on either a Compact Disc (CD) or USB-Flash Drive for adjudication purposes.

The Compact Disc (CD) or USB-Flash Drive must be submitted in a sealed envelope and attached hereto.

SIGNED ON BEHALF OF THE SERVICE PROVIDER:

Name of Service Provider

Name of Signatory:

Capacity of Signatory:

Signature Date

All literature and attachments submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.