

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. E43 OF 2024

DESIGN, MANUFACTURE SUPPLY, DELIVERY AND OFF-LOADING OF INDOOR AND OUTDOOR MEDIUM VOLTAGE RING MAIN UNITS FOR USE ON SECONDARY DISTRIBUTION NETWORK

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, 13 November 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	N/A	
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

SUPPLIES AND SERVICES CONTRACT No. E34 OF 2024

SUPPLY, DELIVERY AND OFF LOADING OF METAL PROTECTIVE DISTRIBUTION KIOSKS

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14.1	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.	
14.2	The Tender Notice was advertised in The Witness newspaper, Msunduzi Municipality and eTender websites on 10 October 2024 . The tender closes at 12h00 on 13 November 2024 at the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201.	

THE MSUNDUZI MUNICIPALITY

TENDER NOTICE

SUPPLIES AND SERVICES CONTRACT No. E43 OF 2024

**DESIGN, MANUFACTURE SUPPLY, DELIVERY AND OFF-LOADING OF INDOOR AND
OUTDOOR MEDIUM VOLTAGE RING MAIN UNITS FOR USE ON SECONDARY DISTRIBUTION
NETWORK**

The Msunduzi Municipality hereby invites tenders from suitably qualified and experienced Tenderers for the above works.

Tender documents will be made available to tenderers from **12h00 on 11 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.

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, 13 November 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:

No.	Criteria	Max Points Awarded
1	Previous Experience of the bidder	25
Total Points Awarded		25
Threshold		20 Points or 80%

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	5
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.	5
Business Enterprises Owned By Youth	
A youth-owned business that is at least fifty-one percent (51%) owned and controlled by one or more youth	5
Locality Of The Business	
This includes any structure or establishment used in conducting a business within the Msunduzi Municipality’s Area of Jurisdiction	5
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

Where in the tender document reference is made to a Site Inspection/Tender Briefing Meeting, Tenderers are to note that attendance of these meetings are 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	

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. E43 OF 2024

**DESIGN, MANUFACTURE SUPPLY, DELIVERY AND OFF-LOADING OF INDOOR AND
OUTDOOR MEDIUM VOLTAGE RING MAIN UNITS FOR USE ON SECONDARY DISTRIBUTION
NETWORK**

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. E43 OF 2024

DESIGN, MANUFACTURE SUPPLY, DELIVERY AND OFF-LOADING OF INDOOR AND OUTDOOR MEDIUM VOLTAGE RING MAIN UNITS FOR USE ON SECONDARY DISTRIBUTION NETWORK

SPECIFICATIONS

1.0 SCOPE OF WORKS

The scope of work is for the design, manufacture, supply, deliver and off-loading of 12kV indoor and outdoor ring main units for use on secondary distribution network for the Infrastructure, Services & Facilities (Electricity), 111 Havelock Road, Pietermaritzburg, for a period of three (3) years from date of award.

The Outdoor Ring Main Units, kiosk and steel raising base fall under Fabricated Structural Steel, which should contain 100% local content. All other items must be in line with the DTI guidelines.

2.0 PROJECT CHAMPION

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

NAME	:	Lungisani Ntuli
DESIGNATION	:	Chief Engineer (A) Methods and Standards
EMAIL ADDRESS	:	Lungisani.ntuli@msunduzi.gov.za
CONTACT NO	:	033-392-5790/082 274 3636

3.0 SCOPE OF WORKS

This Contract Calls for the Supply, Delivery and Off-Loading of Metal Protective Distribution kiosks on an “as and when” required basis.

It will include pole mounted boxes as well as ground mounted kiosks for enclosing single-phase and three-phase metering equipment for low voltage single phase and 3 phase service connections and will accommodate up to 2 x 4-core 185mm² low voltage cables and specified service cables as per size of the kiosk.

Free Training to Msunduzi Municipality Officials to install / erect the kiosks is part of the scope.

4.0 DETAIL SPECIFICATION

SWITCHGEAR — METAL-ENCLOSED RING MAIN UNITS FOR RATED A.C. VOLTAGES ABOVE 1 kV AND UP TO AND INCLUDING 11 kV

1. Scope

This distribution equipment specification specifies the characteristics of new factory-assembled metal-enclosed ring main units that are rated for use on a three-phase cable system for rated a.c. voltages 12 kV and are designed for indoor or outdoor operation at a nominal voltage of 11kV with frequency of 50 Hz. This specification further covers the minimum technical requirements for design, engineering, manufacture, inspection, testing and performance of ring main units intended for use in the underground and overhead distribution system of Msunduzi Municipality in KwaZulu Natal South Africa.

2. Normative References

The following referenced documents are indispensable for the application of this document. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies. Information on currently valid national and international standards can be obtained from the SABS Standards Division.

EN 50181:	Plug-in type bushings above 1 kV up to 36 kV and from 250 A to 1,25 kA for equipment other than liquid filled transformers.
IEC 60376:	Specification of technical grade sulphur hexafluoride (SF ₆) for use in electrical equipment.
NRS 013:	Medium-voltage cables.
SANS 97,	Electric cables – Impregnated paper-insulated metal-sheathed cables for rated voltages 3,3/3,3 kV to 19/33 kV (excluding pressure assisted cables).
SANS 279/ISO 1518:	Paints and varnishes – Scratch test.
SANS 876/NRS 012:	Cable terminations and live conductors within air-filled enclosures (insulation co-ordination) for rated a.c. voltages from 7,2 kV up to and including 36 kV.
SANS 1091:	National colour standard.
SANS 1186-1:	Symbolic safety signs – Part 1: Standard signs and general requirements.
SANS 2409/ISO 2409:	Paints and varnishes – Cross-cut test.
SANS 9227:	Corrosion tests in artificial atmospheres – Salt spray tests.
SANS 10198-13:	The selection, handling and installation of electric power cables of rating not exceeding 33 kV – Part 13: Testing, commissioning and fault location.
SANS 60076-7/IEC 60076-7:	Power transformers – Part 7: Loading guide for oil-immersed power transformers.
SANS 60137/IEC 60137:	Insulated bushings for alternating voltages above 1000 V.
SANS 60282-1/IEC 60282-1:	High-voltages fuses – Part 1: Current limiting fuses.
SANS 60529/IEC 60529:	Degrees of protection provided by enclosures (IP Code).
SANS 60815-1/IEC/TS 60815-1:	Selection and dimensioning of high-voltage insulators intended for use in polluted conditions – Part 1: Definitions, information and general principles.
SANS 61243-5/IEC 61243-5:	Live working – Voltage detectors – Part 5: Voltage detecting systems (VDS).
SANS 61869-2/IEC 61869-2:	Instrument transformers – Part 2: Additional requirements for current transformers.
SANS 62271-1/IEC 62271-1:	High-voltage switchgear and control gear – Part 1: Common specifications.
SANS 62271-100/IEC 62271-100:	High-voltage switchgear and control gear – Part 100: Alternating current circuit-breakers.
SANS 62271-102/IEC 62271-102:	High-voltage switchgear and control gear – Part 102: Alternating current disconnectors and earthing switches.
SANS 62271-103/IEC 62271-103:	High-voltage switchgear and control gear – Part 103: Switches for rated voltages above 1 kV up to and including 52 kV.

- SANS 62271-105/IEC 62271-105: High-voltage switchgear and control gear –
Part 105: Alternating current switch-fuse combinations for
rated voltages above 1 kV up to and including 52 kV.
- SANS 62271-200/IEC 62271-200: High-voltage switchgear and control gear –
Part 200: AC metal enclosed switchgear and control gear for
rated voltages above 1 kV and up to and including 52 kV.
- SANS 62271-202/IEC 62271-202: High-voltage switchgear and control gear –
Part 202: High voltage/ low-voltage prefabricated substation

3. Terms, Definitions And Abbreviations

3.1 Terms And Definitions

For the purposes of this document, the following terms, definitions and abbreviations apply.

- 3.1.1 fuse-link** - part of a fuse (including the fuse element) intended to be replaced after the fuse has operated
- 3.1.2 Independent manual operation** - stored-energy operation where the energy originates from manual power and is stored and released in one continuous operation such that the speed and force are independent of the action of the operator
- 3.1.3 Main circuit** conductive parts of an assembly of switchgear and controlgear included in a circuit that is intended to transmit electrical energy
- 3.1.4 Ring main** electrical supply through a cable in a closed ring that provides alternative paths
- 3.1.5 Ring main switch** - switch that is housed in a ring main unit and is connected in a ring main
- 3.1.6 ring main unit** - switchgear assembly that has an external metal enclosure and that comprises switch disconnectors, switch-fuse combinations or circuit-breakers
NOTE: Switch-disconnectors, switch-fuse combinations and circuit-breakers would incorporate integral cable earthing and can have facilities for cable testing.
- 3.1.7 ring main unit, indoor** switchgear assembly that is solely for installation within a building or other housing, where it is protected against wind, rain, snow, abnormal dirt deposits, abnormal condensation, ice and frost
- 3.1.8 ring main unit, outdoor** switchgear assembly that is suitable for installation in the open air, i.e. capable of withstanding wind, rain, snow, dirt deposits, condensation, ice and frost
- 3.1.9 take-over current** current co-ordinate of the intersection between the time-current characteristics of two overcurrent protective devices
- 3.1.10 test probe** <cable testing> physical device used to connect electrical cable test equipment to the device under test (i.e. MV cables)
- 3.1.11 trip-free mechanical switching device** device, the moving contacts of which return to and remain in the open position when the opening operation is initiated after the initiation of the closing operation, even if the closing command is maintained

NOTE: To ensure proper breaking of the current, which could have been established, it might be necessary that the contacts momentarily reach the closed position.

3.2 Abbreviations

AFL accessibility type A for front and lateral sides
AFLR accessibility type A for front, lateral and rear sides
DTL definite time lag
EFI earth fault indicator
IAC internal arc classification

IDMTL inverse definite minimum time lag
ILAC international laboratory accreditation co-operation
LCD liquid crystal display
LED light emitting diode
LSC loss of service continuity
MRA mutual recognition arrangement
PILC paper-insulated lead cable
RMU ring main unit
RTU remote terminal unit
SCADA supervisory control and data acquisition
XLPE cross-linked polyethylene

4. **Requirements**

4.1 **Service Conditions**

4.1.1 Ring main units are intended to be used under normal service conditions in accordance with SANS 62271-200 for indoor use, with the following additional requirements that are applicable:

- a) an ambient air temperature of -5 °C to 40 °C; and
- b) an altitude not exceeding 1 800 m ASL.

4.1.2 The conditions for outdoor use are identical, except that

- a) ambient air temperatures of -10 °C to 50 °C might be encountered and
- b) if specified in schedule A (see annex A), the ambient air pollution level shall be level IV (i.e. very heavy) in accordance with SANS 60815-1.

4.2 **Ratings**

4.2.1 Rated voltage - The rated voltage of a ring main unit shall be 12 kV, as specified in schedule A of annex B.

4.2.2 Rated frequency - The rated frequency shall be 50 Hz.

4.2.3 Rated insulation level - The rated insulation level of a ring main unit shall be as given in table 1 for the relevant rated voltages.

Table 1 — Rated Insulation Level

1	2	3	4
Rated r.m.s voltage Um kV	Rated lightning impulse peak withstand voltage kV		Rated short-duration power frequency r.m.s withstand voltage kV
12	95		28
The equipment will be used in exposed installations (such as those connected to an overhead line). This includes equipment connected to a cable supplied from an overhead line.			

4.2.4 Rated Short-Time And Peak Withstand Current

4.2.4.1 The rated short-time and peak withstand currents are given in table 2.

Table 2 — Rated Short-Time And Peak Withstand Currents

1	2	3
Rated voltage kV	Rated short-time withstand r.m.s. current kA	Rated peak Current kA withstand
12	20	50

4.2.4.2 The rated short-time withstand current for integral switch-fuse combination earthing switches shall be a minimum of 2 kA symmetrical.

4.2.4.3 The rated short-time and peak withstand currents in table 2 shall also apply in the case of busbars and other earthing switches.

4.2.4.4 The standard value of duration of the rated short-time current shall be 3 s.

4.2.5 Rated Breaking Current

Switches shall be capable of breaking the following currents:

- a) the rated closed-loop breaking current, which is equal to the rated normal current;
- b) the rated mainly active load-breaking current, which is equal to the rated normal current; and
- c) the rated cable-charging current, which is standardized at 10 A.

4.2.6 Rated Short-Circuit Breaking Current

4.2.6.1 The rated short-circuit breaking current of circuit-breakers of the specified rated voltage shall be equal in value to the rated short-time withstand current given in column 2 of table 2.

4.2.6.2 The rated short-circuit breaking current of switch-fuse combinations of the specified rated voltage shall be equal in value to the rated short-time withstand current given in column 2 of table 2.

4.2.7 Rated Short-Circuit Making Current

The rated short-circuit making current of circuit-breakers, switch-disconnectors and earthing switches of the specified rated voltage shall be equal in value to the rated peak withstand current given in column 3 of table 2.

4.3 General

4.3.1 Design And Construction

The Msunduzi Municipality will only accept new ring main units; refurbished, reconditioned or second-hand units will not be accepted under any circumstances on this contract.

4.3.1.1 All ring main units shall be designed and constructed in accordance with the relevant requirements of SANS 62271-200, and additional requirements not covered by SANS 62271-200, but set out in this standard.

4.3.1.2 When it is not practicable to disconnect cables from the switches for the cable dielectric tests, those parts that remain connected to the cables shall be capable of withstanding the cable test voltages specified for XLPE cables in SANS 10198-13 and for PILC cables in SANS 97, while the contacts of the switch on the busbar-side might still be alive.

4.3.1.3 Facilities shall be provided for lifting or slinging the entire ring main unit assembly. Lifting eyes with a minimum diameter of 30 mm shall be provided. The lifting eyes shall be positioned at the top of the ring main unit assembly.

4.3.1.4 All switching devices of the ring main unit shall be operable from the front of the ring main unit.

4.3.1.5 It will be specified in schedule A whether an indoor or outdoor ring main unit is required.

4.3.1.6 Outdoor units shall be capable of being padlocked to prevent unauthorized access. A padlock protection facility shall be provided.

4.3.2 Extensible Or Non-Extensible Units

The type of unit will be specified in schedule A (see annex A) whether an extensible or non-extensible ring main unit is required.

4.3.3 Degree Of Protection

4.3.3.1 The degree of protection for ring main units shall be in accordance with SANS 62271-200.

4.3.3.2 The degree of protection for a prefabricated outdoor kiosk (housing a ring main unit) shall be a minimum of IP65 and shall be stated in schedule B.

The various parts or types of breaker units shall have at least the following degree of protection (as defined in IEC 60529):

- i) IP 2X for moving parts,
- ii) IP 3X for live parts,
- iii) IP 3X for cable boxes, and
- iv) IP 65 for gas compartments
(where applicable).

NOTE: The actual IP ratings of the equipment (i.e. cable enclosures, outdoor kiosk, etc.) will be in accordance with the internal arc classification specified in 4.3.14.

4.3.3.3 The degree of protection of the ring main unit and kiosk (if applicable) offered shall be stated in schedule B.

4.3.4 Configuration

The configuration of the ring main unit will be specified in schedule A

The configuration will be specified using the abbreviation for each switching device located on the ring main unit from left to right as viewed from the front, with a hyphen separating the abbreviations of each switching device. The following abbreviations should be used: "SD" for a switch-disconnector; "SF" for a switchfuse combination and "CB" for a circuit-breaker. Hence, a ring main unit that contains a switch-disconnector, a circuit-breaker, a switch-fuse combination and a switch-disconnector located from left to right as viewed from the front, would be specified as **"SD-CB-SF-SD"**.

Where the specific order of the configuration is not important, the switching device types may be grouped together. The previous configuration would then be specified as **"2SD-CB-SF"**.

4.3.5 Cable Test Facility

4.3.5.1 Integral cable test facilities that are accessible from the front of the ring main unit and independent of the cable termination enclosure shall be provided for the following functions:

- a) switch-disconnectors;
- b) switch-fuse combinations, if specified in schedule A; and
- c) circuit-breakers, if specified in schedule A.

NOTE: Separate cable test facilities that are independent of the cable termination enclosure are preferred to eliminate the need to access and interfere with the cable terminations for cable testing. If separate cable test facilities are not provided, access to the cable termination enclosure is required to enable testing of the cable and this may compromise the internal arc classification of the switchgear if the other functions are live. Replacement of separable connectors or their associated test points and caps after testing will require cleaning and re-lubrication.

4.3.5.2 Separate cable test facilities, which are independent of the cable term enclosures, must be designed such that it is possible to connect cable test equipment (e.g. pressure testing or fault locating equipment) to the cable through the cable test facility without compromising the IAC of the RMU.

4.3.5.3 The type of cable test facility offered shall be stated in schedule B. Details of the design shall be provided with the tender documentation.

4.3.5.4 Each cable test facility shall be interlocked with its associated earth switch to ensure that the test terminals of the cable test facility are not accessible when the cable is energized. Access to the test terminals of the cable test facility shall only be possible when the associated earth switch is in the EARTH position.

4.3.5.5 Where removable short-circuiting connections are provided for cable earthing (e.g. a removable star point connection), the re-instatement of these connections following cable testing shall not require the use of tools or the application of specific torque settings. This implies that no bolted connections are accepted.

It shall not be possible to close the cable test facility if the short-circuit connections have not been re-instated. It shall not be possible to physically remove the short-circuiting connections from the switchgear.

NOTE: Consideration should be given to measures intended to prevent theft of the short-circuiting connections.

4.3.5.6 Where test probes are required to carry out cable testing, a complete set of three test probes shall be supplied with each ring main unit. They shall be securely mounted at a readily accessible location on the inside of the kiosk or access door.

4.3.6 Earthing Facility

Each switch-disconnector, switch-fuse combination and circuit-breaker shall have an integral cable earthing switch that complies with the relevant requirements of SANS 62271-102 and SANS 62271-200, and shall have a classification of class E2.

NOTE: An earthing switch that is not integral to the power switching device but integral to the ring main unit is acceptable.

4.3.7 Padlocking

4.3.7.1 Each switch-disconnector, switch-fuse combination, circuit-breaker and earth switch shall be capable of being padlocked in the OFF and the EARTH positions.

4.3.7.2 Padlocking shall be provided to prevent the selection of the ON position while permitting operation from OFF to EARTH or from the EARTH to OFF positions.

4.3.7.3 All padlocking facilities shall be suitable for padlocks with 6 mm diameter shanks.

4.3.8 General Interlocks

Positive mechanical interlocking shall ensure that there is a definite stop in the OFF position when

- a) switching from the ON position to the EARTH position, and
- b) when switching from the EARTH position to the ON position.

4.3.9 Interlocks With Remote Equipment

4.3.9.1 If interlocks with remote equipment are required, it will be specified in schedule A, together with the following:

- a) the type required;
- b) auxiliary supply details; and
- c) interfacing details of remote equipment.

4.3.9.2 Details of interlocks with remote equipment offered shall be stated in schedule B.

4.3.10 Insulating And Interrupting Medium

4.3.10.1 The cable termination enclosures shall be air-filled.

4.3.10.2 The RMU (excluding cable termination enclosures and accessible operating mechanisms) shall be sealed for life, with a minimum maintenance-free period of 30 years.

This implies that the period to replenishment of the insulating medium will be not less than 30 years (see annex C). The insulating medium shall be stated in schedule B.

4.3.10.3 The interrupting technology for the switch-disconnectors and circuit-breakers shall be stated in schedule B.

4.3.11 Design

4.3.11.1 Ring main units shall be of a fixed pattern design in accordance with SANS 62271-200, i.e. non-withdrawable.

4.3.11.2 The cable termination enclosure shall be an interlock-controlled accessible compartment in accordance with SANS 62271-200.

4.3.11.3 The cable test facility compartment shall be an interlock-controlled accessible compartment in accordance with SANS 62271-200.

4.3.11.4 The sealed compartment(s) (see 4.3.10.2) shall be a non-accessible compartment(s) in accordance with SANS 62271-200.

4.3.12 Service Continuity Category

Ring main units shall have a minimum Loss of Service Continuity (LSC) category of LSC2 in accordance with SANS 62271-200.

4.3.13 Partition Class

Ring main units shall have a partition class of PM (i.e. metallic partitions) in accordance with SANS 62271-200.

4.3.14 Internal Arc Classification

4.3.14.1 The IAC of all ring main units (and associated prefabricated kiosk, if applicable) shall be as follows:

- a) **indoor:** AFL in accordance with SANS 62271-200, i.e. restricted accessibility to authorized personnel only and tested for the front and lateral sides of the ring main unit. If so required by the Msunduzi Municipality, an IAC of AFLR will be specified in schedule A, i.e. restricted accessibility to authorized personnel only and tested for the front, lateral and rear sides
- b) **outdoor:** A-B in accordance with SANS 62271-202, i.e. restricted accessibility to authorized personnel only for the front of the ring main unit and unrestricted accessibility for the front, lateral and rear sides of the ring main unit assembly.

4.3.14.2 The classification test value (in kA) shall be in accordance with column 2 of table 2 of this Equipment specification document, with a duration of 0,5 s.

4.4 Switch-Dis-connectors For Rings And Tee-Offs

4.4.1 General

4.4.1.1 Switch-disconnectors shall comply with SANS 62271-103.

4.4.1.2 Each switch-disconnector shall be a three-pole switch that complies with the requirements for general purpose switches of SANS 62271-103.

4.4.1.3 The rated normal current of a switch-disconnector shall be 630 A and will be specified in schedule A.

4.4.2 Operation

4.4.2.1 The operating mechanism of a switch-disconnector shall provide for independent manual closing and opening.

4.4.2.2 If remote tripping and closing of the switch-disconnector is required, it will be specified in schedule A together with details of the preferred auxiliary supply voltage.

4.4.2.3 The method of remote tripping and closing of the switch-disconnector offered shall be stated in schedule B together with auxiliary supply details.

4.5 Switch-Fuse Combinations For Tee-Offs

4.5.1 General

4.5.1.1 Switch-fuse combinations shall comply with the requirements of SANS 62271-105.

4.5.1.2 The fuse carriers provided with switch-fuse combinations shall be designed to accept current-limiting fuse-links that comply with the requirements of SANS 60282-1, and shall indicate the correct position of the fuse-link striker.

4.5.1.3 The rated breaking current of the switch of a switch-fuse combination shall be 200 A in accordance with SANS 62271-103.

NOTE: This current rating should not be confused with that of the switch-fuse combination covered in 4.5.1.4.

4.5.1.4 The switch-fuse combination shall be capable of supplying a transformer load of at least 1 MVA at 11 kV.

4.5.2 Transformer Application

4.5.2.1 The transformer load to be protected will be specified in schedule A.

4.5.2.2 The design of ring main units shall take into account the expected overload capability of the connected transformer. In such cases, the guidelines in SANS 60076-7 for an ambient temperature of 30 °C shall apply.

4.5.3 Fuse-Links

4.5.3.1 High-voltage current-limiting fuse-links shall be rated in accordance with SANS 60282-1, at the rated voltage, frequency and normal current at ambient temperatures of not higher than 50 °C.

4.5.3.2 Fuse-links shall be encapsulated in an air-filled enclosure and shall not be exposed to environmental pollution. The insulation requirements shall be in accordance with SANS 876.

4.5.3.3 The dimensions of fuse-links housed in air shall comply with those for type 1 as specified in SANS 60282-1. The type and dimensions of fuse-links shall be stated in schedule B.

4.5.3.4 If required, the rated current of a fuse-link will be as specified in schedule A.

4.5.3.5 The maximum permissible fuse-link rating allowed shall be stated in schedule B.

4.5.3.6 The type of striker required (see 5.101 of SANS 62271-105:2013) shall be "medium", and shall be stated in schedule B.

4.5.4 Interlocks

4.5.4.1 It shall not be possible to close a switch-fuse combination after operation of a striker until the appropriate fuse-link has been renewed and the switch tripping mechanism (causing the switch to open) has been reset.

4.5.4.2 A fuse shall be replaceable only when the switch-fuse combination is in the OFF and EARTH positions while the ring main may still be live.

4.5.4.3 Visible earthing contacts shall be provided at both ends of each fuse-link to ensure that each fuse-link is earthed, except if

- a) isolation of fuse-links is clearly visible,
- b) the fuse-links are removed bodily from the service position before being made accessible, or
- c) a combination of the conditions in (a) and (b) apply.

4.5.4.4 A shield of earthed metal or insulating material shall be interposed between fuse carriers and fixed contacts or any other live parts, so that the operator cannot inadvertently make contact with such parts when fuses are being changed. This might not be necessary if the fuse carrier is so designed that it prevents the operator from making inadvertent contact with live parts when fuse links are being changed.

4.5.4.5 The mechanism shall be interlocked to ensure that a safe procedure for insertion and removal of fuse-links is followed sequentially.

4.5.5 Operating Mechanism

4.5.5.1 The operating mechanism of a switch-fuse combination shall provide for independent manual closing and stored-energy tripping.

4.5.5.2 If remote tripping and closing of the switch of a switch-fuse combination is required, it will be specified in schedule A, together with details of any preferred auxiliary supply voltage.

4.5.5.3 The method of remote tripping and closing of the switch of a switch-fuse combination offered shall be stated in schedule B together with auxiliary supply details.

4.5.6 Shunt Tripping

If a shunt trip is fitted on a tee-off switch-fuse combination, it shall be ensured that the takeover current rating is adequate and in accordance with SANS 62271-105.

NOTE: Fitting of a shunt trip with a protective device is not recommended for this contract

4.6 Circuit-Breakers For Tee-Offs

4.6.1 General

4.6.1.1 Circuit-breakers shall be at least class E2-M1 circuit-breakers (for use without auto-reclosing duty) in accordance with SANS 62271-100.

4.6.1.2 The rated operating sequence of the circuit-breaker shall be as follows:

O - t - CO - t - CO where t equals three minutes in accordance with SANS 62271-100.

4.6.1.3 The rated normal current of a circuit-breaker shall be either 200 A or 630 A, as specified in schedule A.

4.6.1.4 Each circuit-breaker shall be a three-pole device that complies with the requirements of SANS 62271-100.

4.6.1.5 The first-pole-to-clear factor shall be 1,5 in accordance with SANS 62271-100.

4.6.2 Protection

4.6.2.1 The protection tripping of the circuit-breaker shall be through a self-powered protection relay.

4.6.2.2 In the case of the 200 A circuit-breaker, the current transformers (CTs) shall be of the multiratio type, with ratios of 200/100:1 (A). If alternative CT ratios are required, they will be specified in schedule A.

4.6.2.3 In the case of the 630 A circuit-breaker, the current transformers (CTs) shall be of the multiratio type, with ratios of 600/400:1 (A). If alternative CT ratios are required, they will be specified in schedule A.

NOTE Current sensor technology around the circuit-breaker type C bushing is acceptable.

4.6.2.4 The protection CT type and class shall be stated in schedule B.

4.6.2.5 The protection relay and CT combination shall operate according to specification up to the rated short-circuit breaking current of the circuit-breaker.

4.6.2.6 The protection relay shall provide

- a) an overcurrent function with normal inverse, very inverse, extremely inverse (IDMTL), definite time (DTL), and high-set instantaneous protection elements, and
- b) an earth fault function with normal inverse, very inverse, extremely inverse (IDMTL), and definite time (DTL) protection elements.
- c)

4.6.2.7 Protection relays that supply transformers might require reduced functionality. Details will be provided in schedule A.

4.6.2.8 The overcurrent pick-up setting range shall be selectable from 50 % to 200 % of the nominal relay rating in a step size not exceeding 10 %.

4.6.2.9 The earth-fault pick-up setting range shall be selectable from 5 % to 80 % of the nominal relay rating in a step size not exceeding 5 %.

4.6.2.10 The definite time protection element shall have a selectable time delay from 0 s to 5 s in a 0,05s step size.

4.6.2.11 In order to assist operating personnel in identifying the cause of a circuit-breaker trip, a clearly visible indicator shall be provided to identify when a relay-initiated circuit-breaker trip has occurred.

4.6.2.12 The minimum earth fault pick-up current shall be 40 A primary and shall be independent of the CT ratio selected. Details of how this will be achieved shall be provided in schedule B.

4.6.2.13 The protection relay shall be provided with a dry (potential-free) trip output contact.

4.6.2.14 The relay trip output contact, RMU indications and alarms (see 4.9) and all wiring to the relay (e.g. from CTs) shall be terminated onto terminal blocks.

4.6.2.15 The relay and terminal blocks of the protection relay shall be easily accessible from the front of the RMU (e.g. for testing purposes).

4.6.2.16 The terminal blocks shall have spring-loaded screw terminals.

4.6.2.17 The protection relay, current sensors or current transformers shall be installed and wired complete for service.

4.6.2.18 If required, a portable hand-held tester shall be provided to test the protection relay and associated tripping systems, which electrically simulates short-circuit and zero-sequence fault currents.

4.6.3 Operation

- 4.6.3.1** The operating mechanism of a circuit-breaker shall provide independent manual closing and stored-energy tripping.
- 4.6.3.2** Circuit-breakers shall have a trip-free mechanical switching device.
- 4.6.3.3** If remote tripping and closing of the circuit-breaker is required, it will be specified in schedule A. The details of the preferred auxiliary supply and automation requirements are given in 4.9.
- 4.6.3.4** The method of remote tripping and closing of the circuit-breaker offered shall be stated in schedule B together with auxiliary supply specifications.

4.7 Busbars

- 4.7.1** Busbars shall have the same current ratings as the ring main switch-disconnectors.
- 4.7.2** In the case of extensible ring main units, the busbars shall be extensible at either the right or the left end, or both, as specified in schedule A.
- 4.7.3** The method used to extend ring main unit busbars shall be stated in schedule B.
- 4.7.4** Access to the extensible busbars shall be possible only by means of the use of tools.
- 4.7.5** The insulation medium of the extensible busbars shall be stated in schedule B.

4.8 Cable Termination Enclosures And Terminations

- 4.8.1** Ring main units shall have air-filled cable termination enclosures in accordance with SANS 876.
- 4.8.2** The cable termination enclosures shall be suitable for the type (number of cores, insulation medium and armouring) and maximum size of cable(s) as specified in schedule A. All cables shall comply with the requirements of NRS 013. The cable bushings shall be spaced such that sufficient clearance between the plugs of the cable is maintained, the maximum cable sizes may 630mm² single core cables.
- 4.8.3** The type of termination required shall be type 3 or 4 in accordance with SANS 876.
- 4.8.4** Bushings shall comply with the requirements of SANS 876 for types 3 and 4 terminations. Only individual bushings that comply with EN 50181 (i.e. with an internal screen) shall be accepted.
- 4.8.5** Where low-voltage ring current transformers are used, the requirements for low-voltage ring current transformers in SANS 876 shall apply.
- 4.8.6** In the case of each cable termination enclosure, cable support clamps in accordance with the requirements of SANS 876 shall be provided for the type and number of cable(s) specified in schedule A.
- 4.8.7** The phase sequence of bushings in all cable termination enclosures shall be marked.

4.9 Automation Requirements (if applicable)

4.9.1 Load Monitoring Facilities

- 4.9.1.1** If load monitoring (i.e. amperes per feeder) facilities are required for switch-disconnector(s), switch-fuse combination tee-off(s) or circuit-breaker tee-off(s), they will be specified in schedule A.

- 4.9.1.2** A current transformer (suitable for load monitoring) shall be provided for the centre phase only (i.e. L2). The current transformer ratio shall be as follows: a) switch-disconnector: 600:1 (A);
b) switch-fuse combination tee-off: 200:1 (A); and
c) circuit-breaker tee-off: 200:1 (A) for the 200 A circuit-breaker, and 600:1 (A) for the 630 A circuit-breaker. (depending on what is specified in Schedule A)

NOTE: Current sensor technology around the type C bushing is acceptable.

- 4.9.1.3** The accuracy class shall be class 1 or better.
4.9.1.4 The accuracy class and burden (VA) of the current transformer offered shall be stated in schedule B.
4.9.1.5 The load current (in amperes) shall be displayed using an electronic ammeter with an LCD/LED or similar display. The ammeter shall be capable of displaying the actual real-time current and recording the maximum demand current (integrating over a fifteen-minute period). The ammeter display shall be visible from the front of the RMU.
4.9.1.6 If specified in schedule A, the electronic ammeter shall make provision for communication with the remote terminal unit (RTU) for telecontrol (SCADA) purposes.

NOTE: Details of the telecontrol (SCADA) communication and protocol requirements are provided in 4.9.2.

- 4.9.1.7** The type of ammeter (or multimeter) offered shall be stated in schedule B.
4.9.1.8 All wiring from the CT shall be terminated onto terminal blocks.
4.9.1.9 The ammeter and terminal blocks shall be easily accessible from the front of the RMU (e.g. for testing purposes).
4.9.1.10 The terminal blocks shall have spring-loaded screw terminals.
4.9.1.11 The ammeter shall be positioned and installed in such a way that it is possible to exchange it with minimal effort and tools.

4.9.2 Tele control And Distribution Automation (DA) Requirements

4.9.2.1 Indications, alarms and controls

- 4.9.2.1.1** If so specified in schedule A, the ring main unit shall be equipped with a remote terminal unit (RTU) that provides the remote indications, controls and alarms given in 4.9.2.1.2 to 4.9.2.1.10.
4.9.2.1.2 Analogue indications comprise:
a) amperes per switch-disconnector (if specified, see 4.9.1.1),
b) amperes per switch-fuse combination tee-off (if specified, see 4.9.1.1), and
c) amperes per circuit-breaker tee-off (if specified, see 4.9.1.1).
4.9.2.1.3 Status indications (switch-disconnectors) comprise:
a) switch-disconnector open or closed, and
b) switch-disconnector earthed.
4.9.2.1.4 Status indications (switch-fuse combinations) comprise:
a) switch of switch-fuse combination open or closed,
b) switch-fuse combination earthed, and
c) switch tripping mechanism operated by one or more of the fuse strikers (i.e. fuse operated indication).

4.9.2.1.5 Status indications (circuit-breakers) comprise:

- a) circuit-breaker open or closed, and
- b) circuit-breaker earthed.

4.9.2.1.6 Status indications (ring main unit) comprise supervisory isolating control switch (SIS) position.

4.9.2.1.7 Alarms shall indicate the following conditions:

- a) low gas density (e.g. SF6 gas);
- b) door open;
- c) auxiliary supply failing;
- d) battery charger failing;
- e) battery bank failing;
- f) supervisory isolated;
- g) "switch-disconnector not healthy" for a switch-disconnector in any of the following situations, when applicable:
 - 1) "close not healthy";
 - 2) "stored energy mechanism not charged"; and
 - 3) local or remote (LOR) in the "OFF" or "Local" positions.
- h) "switch not healthy" for a switch-fuse combination tee-off in any of the following situations, when applicable:
 - 1) "close not healthy";
 - 2) "stored energy mechanism not charged"; and
 - 3) local or remote (LOR) in the "OFF" or "Local" positions.
- i) "circuit-breaker not healthy" for a circuit-breaker tee-off in any of the following situations, when applicable:
 - 1) "close not healthy";
 - 2) "stored energy mechanism not charged";
 - 3) low SF6 gas density; and
 - 4) local or remote (LOR) in the "OFF" or "Local" positions;
- j) circuit-breaker self-powered protection relay back-up battery fail (if applicable);
- k) "protection operated" for a circuit-breaker tee-off (from relay trip output contact); and
- l) "earth fault indicator operated" (from earth fault indicator output contact).

NOTE: The OFF positions of all control switches should be monitored. A multiplication relay should be used where no spare contacts are available.

4.9.2.1.8 Controls (switch-disconnectors) comprise:

- a) switch-disconnector "open";
- b) switch-disconnector "close".

4.9.2.1.9 Controls (switch-fuse combinations) comprise:

- a) switch of switch-fuse combination "open";
- b) switch of switch-fuse combination "close".

4.9.2.1.10 Controls (circuit-breakers) comprise:

- a) circuit-breaker "open";
- b) circuit-breaker "close".

4.9.2.2 Local Indication

If specified in schedule A, the ring main unit will be equipped with the following local indication:

A white indication lamp (cluster LED type) shall be provided to indicate that the supervisory isolating switch (SIS) is in the OFF position.

4.9.2.3 AC And DC Supply

4.9.2.3.1 The d.c. supply shall consist of a battery bank and battery charger.

4.9.2.3.2 The d.c. voltage shall be either 110 V or 24 V and will be specified in schedule A.

4.9.2.3.3 The d.c. system shall provide a standby capacity of 12 h taking into account the supply required by the following items:

- a) supervisory (RTU);
- b) earth fault indicator (EFI); and
- c) stored-energy mechanism charging motors.

4.9.2.3.4 Details of the auxiliary supply will be provided on Schedule A of this enquiry document.

4.9.2.4 Telecommunication, Tele-Control And Distribution Automation

A fully detailed specification for the RTU, telecom, telecontrol (SCADA) and distribution automation (DA) requirements shall be provided with the enquiry document.

4.10 Additional Requirements For Sulphur Hexafluoride (SF6)-Filled Switchgear

4.10.1 Sulphur hexafluoride ring main units shall be filled with new SF6 that complies with the requirements of IEC 60376.

4.10.2 The switchgear shall be factory sealed so as not to require any routine gas replenishment in normal service. The design, construction and sealing of gas compartments shall be such that the period to the next replenishment of gas is not less than thirty years.

4.10.3 A device shall be provided for checking the SF6 pressure on each tank, even in service, with indication of the minimum permissible pressure level for safe operation. The device shall respond to gas density, i.e. it shall indicate pressure compensated for temperature.

4.10.4 The pressure level device shall be clearly visible to the operator from the operating side, i.e. the front of the ring main unit.

4.10.5 The quantity of SF6 to be used in each separately filled compartment shall be stated in schedule B.

4.10.6 The supplier of SF6 ring main units shall render a service to recover and replenish SF6 gas. Full details shall be provided at the time of tendering and stated in schedule B.

4.11 Earthing

4.11.1 The maximum earth fault current will be specified in schedule A.

4.11.2 The earth connections for each metal enclosure or individual tank shall be suitable for the fault conditions specified in schedule A.

- 4.11.3** Each accessible earth connection terminal of a ring main unit shall be indelibly marked with the earth symbol as in 6.4.3 (c).
- 4.11.4** The ring main unit and each cable termination enclosure shall be provided with a copper earth bar not less than 25 mm wide and of a cross-sectional area not less than 120 mm², to facilitate earthing of the ring main unit and associated cables. All earth bars shall be bonded together (i.e. providing electrical earth continuity). Any bonding conductor used to interconnect the separate earth bars shall be copper and have a cross-sectional area of not less than that of the ring main unit earth bar.
- 4.11.5** The current density in the earth bars or bonding conductors (or both) shall not exceed 200 A/mm² under the specified earth fault conditions.
- 4.11.6** At least four holes of diameter to suit an M12 bolt (i.e. 14 mm diameter) shall be provided in the earth bar to allow for earth connections.
- 4.11.7** In extensible ring main units it shall be possible to extend the earth bar without additional modification work on site.

4.12 Live Circuit Indication

- 4.12.1** An "integrated" voltage detection system (VDS) with fixed voltage indicators and test points in accordance with SANS 61243-5 shall be provided for cable live indication on all functional units of the ring main unit. The type of live circuit indication offered together with full details thereof shall be stated in schedule B.
- 4.12.2** The indication and the associated test points shall be derived from the corresponding MV cable bushings.
- 4.12.3** Details of a testing device suitable for voltage detection, phase comparison and phase sequence testing in accordance with SANS 61243-5 shall be provided in schedule B.

4.13 Earth Fault Indication

- 4.13.1** If earth fault indication is required, it will be specified in schedule A. Details of the type of earth fault indicator (EFI) offered shall be stated in schedule B.
- 4.13.2** If no mains or auxiliary supply is available, a self-powered EFI shall be provided. If a battery-powered EFI is supplied, the EFI shall be provided with a label (stick-on type) that states the date of battery installation and the expected battery replacement date.
- 4.13.3** In the case of a miniature substation where a 230 V mains supply from the associated LV panel is available, a mains-powered EFI, which is electrically reset through the restoration of the mains supply, shall be provided.
- 4.13.4** In the case of an auxiliary supply (e.g. a d.c. supply that is associated with a SCADA system), a d.c. auxiliary powered EFI, which is remotely reset through the SCADA system, shall be provided.
- 4.13.5** The EFI control unit shall be clearly visible to the operator from the operating side, i.e. the front of the ring main unit.
- 4.13.6** The EFI current sensor shall be temporarily secured (for security in transit) to the cable support clamp fitted in the left-hand side switch-disconnector cable termination enclosure (when viewed from the front).
- 4.13.7** In the case of ring main units installed in an enclosure (e.g. a kiosk), the remote indicating unit shall be mounted on the outside of the enclosure in such a manner that it can be clearly viewed from the front of the enclosure (street-front) without having to open the kiosk.

The remote indicating unit shall be visible during daylight and protected against vandalism by means of a steel tube fitted around the indicating unit and welded onto the enclosure. The control and remote indicating units shall not be mounted onto any removable sections of the kiosk and no wiring shall pass through these sections. If the remote indicating unit is mounted on the door, it shall be situated as close as possible to the hinge side.

- 4.13.8** In the case of ring main units that do not require a kiosk, the EFI control and indicating units shall be housed in a weatherproof enclosure with an IP rating of at least 44. All wiring between the control unit, indicating unit and current sensor shall be hidden. The position of the indicating unit shall be such that it can be clearly viewed from the front of the ring main unit.

4.14 Kiosks (for free-standing outdoor ring main units)

- 4.14.1** If a kiosk is required, it will be specified in schedule A.
- 4.14.2** The kiosk shall be constructed from materials in accordance with 4.18. All kiosks shall be finished in the colour Avocado (colour No. C12) specified in SANS 1091.
- 4.14.3** Where a kiosk is required, the ring main unit shall be supplied with the kiosk, i.e. the ring main unit shall be fitted by the manufacturer into the kiosk, and the assembly shall be supplied as one unit.
- 4.14.4** The design and construction of the kiosk shall pass the internal arc test and comply with the requirements of the ring main unit. The safety of the operator and that of the general public shall be taken into account when the kiosk is being designed. Provision shall be made for the safe venting of gases released under conditions of arcing. In the event of an internal arc fault that occurs in any air or gas-filled enclosure within the ring main unit, gases shall be safely vented. The kiosk and ring main unit shall be tested as an assembly in accordance with the requirements in 5.3.
- 4.14.5** The kiosk access doors shall be secured with a three-point locking mechanism. The three point locking mechanism shall have an additional, captive, 10 mm stainless steel Allen cap screw.
The cap screw shall be recessed, i.e. the head shall be flush with the door surface and the screw shall lock the swivel mechanism of the three-point locking device when the mechanism is in the closed position.
- 4.14.6** The kiosk shall be capable of being padlocked to prevent unauthorized access. A padlock protection facility shall be provided.
- 4.14.7** Suitable lifting eyes shall be attached to the kiosk (at the top of the kiosk). The lifting eyes shall be designed to provide for the lifting of the kiosk with the ring main unit fitted inside. Lifting eyes with a minimum diameter of 30 mm shall be provided.
- 4.14.8** A steel documentation pocket shall be provided for the safe-keeping of all relevant documentation (i.e. the installation, operating and maintenance instructions for the ring main unit and all routine test certification), on the inside of the kiosk door. The means used (e.g. pop rivets) to secure the pocket shall not protrude through the door.
- 4.14.9** The kiosk doors shall be fitted with a facility to enable them to be held open at an angle of at least 90°, to allow operation under windy conditions. The facility shall be robust to withstand the force of wind and weather under adverse conditions.
- 4.14.10** The kiosk doors and, if applicable, all steel enclosure sections, shall be electrically bonded to the main steel enclosure (i.e. interconnected) by means of copper bonding conductors
(i.e. tinned copper braids or PVC-insulated stranded copper cables, lugged at both ends) with a minimum cross-sectional area of 4 mm².
- 4.14.11** The main steel enclosure shall be electrically bonded to the ring main unit earth bar by means of copper bonding conductors (i.e. tinned copper braids or stranded copper conductors, lugged at both ends) with a minimum cross-sectional area of 70 mm².

- 4.14.12** The kiosk and position of the ring main unit within the kiosk shall be suitable for mounting on concrete plinths in accordance with figures D1, D.2, D.3 and D.4. Flanges that are provided for the fitting of M16 holding-down set screws shall be a minimum of 5 mm thick steel or, alternatively, shall be reinforced to prevent them from bending during handling, transportation and installation.
- 4.14.13** The kiosk steel base and sills of the doors shall be constructed with removable sections adjacent to the cable termination enclosures to allow the MV cables to be moved into position during installation. These sections shall be lap-bolted with the nuts on the inside of the base channel and enclosure.
- 4.14.14** The outdoor RMU kiosk shall be ventilated by natural air circulation to minimize internal condensation. Suitable ventilation louvres that comply with the IP rating and internal arc classification of the kiosk shall be provided.
- 4.14.15** The kiosk roof, doors and compartments shall be designed so as to prevent the possibility of pooling or retention of water.

If necessary, appropriate drainage holes that comply with the IP rating and internal arc classification of the kiosk shall be provided. In the case of outdoor RMUs, the protection relay shall have a minimum degree of protection of IP43 in accordance with SANS 60529, and shall be fully protected against the effects of rain when the RMU is operated with the kiosk doors open. Relays that do not have a minimum intrinsic degree of protection of IP43 shall be provided with a removable transparent cover that has a suitable gasket or alternatively, the relay shall be housed inside a separate relay enclosure that has a minimum degree of protection of IP43.

4.15 Raising Base (for indoor ring main units)

- 4.15.1** If required, in order to comply with the cable termination support requirements of SANS 876 or the internal arc requirements in 4.3.14 (or both), where ring main units are to be installed indoors (i.e. without a kiosk), an additional steel raising base shall be provided. If a raising base is required, it shall be stated in schedule B.
- 4.15.2** If required, in order to comply with the internal arc requirements of 4.3.14, a steel gland plate shall be provided. The gland plate shall be provided with cable entry holes of diameter 110 mm that correspond to the cable support clamp positions and are fitted with rubber grommets in accordance with SANS 876. If a gland plate is required, it shall be stated in schedule B.
- 4.15.3** If specified in schedule A, where ring main units are to be installed indoors and the existing cable trench is not of sufficient depth for the bending radius of the cable (e.g. retrofitting in existing installations), an additional raising base shall be provided. The height of the additional raising base shall be specified in schedule A.
- 4.15.4** The metal raising base dimensions shall conform to the ring main unit foot print dimensions.
- 4.15.5** M12 mounting bolts and nuts shall be provided to bolt the ring main unit to the metal raising base. The raising base shall be supplied already bolted to the ring main unit (i.e. as one unit).
- 4.15.6** The raising base shall have a removable front panel for cable termination installation as described in 4.14.13.
- 4.15.7** The raising base shall be black in colour.
- 4.15.8** Provision shall be made to bolt the raising base to a concrete floor. Flanges that are provided for the fitting of holding-down bolts shall be a minimum of 5 mm thick steel or, alternatively, shall be reinforced to prevent them from bending during handling, transportation and installation.

4.16 Accessories

- 4.16.1** Foundation fixing components shall be supplied. In the case of outdoor kiosks, M16 × 40 mm holding-down set screws shall be supplied and in the case of indoor applications, M16 anchor-type bolts (e.g. "Rawl®" -type1) or similar) shall be supplied.
- 4.16.2** A suitable extended operating handle shall be provided with every ring main unit. In the case of kiosk applications, the handle shall be securely mounted on the inside of the door that opens first. The handle shall be of length such that it complies with the relevant internal arc protection requirements and extends beyond the kiosk or enclosure to enable ease of operation.
- 4.16.3** A suitable quantity (length) of black UV-stable waterproofing sealant (e.g. wax-impregnated polyurethane foam strip) shall be supplied with every ring main unit. The sealant is intended for application between the ring main unit steel base and the concrete plinth (for outdoor kiosk applications) or concrete floor (for indoor applications). The sealant shall be supplied as a roll of mastic tape, at least 50 mm wide and 20 mm thick. The type of waterproofing sealant offered shall be stated in schedule B.
- 4.16.4** The type(s) of tools required in standard sets to install and maintain the units, shall be stated in schedule B. If special tools are required to install the ring main unit, these tools shall be supplied with each ring main unit.
- 4.16.5** Each ring main unit shall have its individual accessories, either
- a) enclosed in a rugged closed container with a contents list in a transparent envelope secured to the outside of the container, or
 - b) in a cable termination enclosure marked to indicate that accessories are within.

4.17 Rating Plates

- 4.17.1** All rating plates shall be securely attached. The method used for attaching the rating plates shall be stated in schedule B.
- 4.17.2** All rating plates shall be of intrinsically corrosion-resistant metal, with legible and indelible marking.
- 4.17.3** All rating plates shall comply with the relevant requirements of SANS 62271-200.
- 4.17.4** Actual values shall be depicted on the rating plates.
- 4.17.5** A rating plate shall be provided for each switch-disconnector, switch-fuse combination or circuit-breaker, and shall provide the following information:
- a) the rated normal current;
 - b) the rated short-time withstand current;
 - c) the rated peak withstand current;
 - d) that the switch-disconnector or circuit-breaker has been tested in accordance with the relevant standard (see 4.4.1.1 for switch-disconnectors, 4.5.1.1 for switch-fuse combinations, and 4.6.1.1 for circuit-breakers);
 - e) the class of the switching device; and
 - f) for circuit-breakers, the ratio and class of all current transformers.
- 4.17.6** In the case of current transformers, rating plates shall be provided stating the CT class, ratio(s) and burden (if applicable). In the case of ring type current transformers, the rating plate shall be clearly visible and attached to each current transformer. In the case of current sensor technology around the type C bushing, the current transformer rating plate shall be positioned adjacent to the protection relay.

4.18 Protection Against Corrosion (ring main units, kiosks and raising bases)

- 4.18.1** When the enclosure is tested in accordance with 5.4.2, the cross-cutting co-efficient shall be at least 8.
- 4.18.2** When the enclosure is tested in accordance with 5.4.3, the coated surfaces shall show no visible defects and the underlying metal shall be free from corrosion and scale.
- 4.18.3** When the enclosure is tested in accordance with 5.4.4, the scratch produced shall not penetrate to the underlying metal. The scratch shall have no jagged edges.
- 4.18.4** The supplier shall ensure that the coating system used on the ring main unit will pass the tests stipulated in 5.4.
- 4.18.5** The supplier shall ensure that the coating system and instructions recommended by the paint manufacturer are used.
- 4.18.6** If a special coating system suitable for a very heavy pollution environment (in accordance with SANS 60815-1) is required, this will be specified in schedule A.
- 4.18.7** For standard (non-corrosive) environments in accordance with SANS 60815-1, mild steel metal is acceptable.
- 4.18.8** For very heavy pollution (corrosive) environments in accordance with SANS 60815-1, stainless steel, zinc metal-sprayed mild steel or other intrinsically corrosion resistant metal (e.g.3CR12) is acceptable.
- 4.18.9** The type of material offered for the RMU, kiosk and raising base (where applicable) shall be stated in schedule B.
- 4.18.10** All other materials and components used shall be inherently corrosion-resistant.

5 Tests

5.1 General

- 5.1.1** It is the responsibility of the supplier to ensure that type tests are valid.
- 5.1.2** Should reasonable doubt exist as to the validity of test certificates submitted, for example by virtue of modifications made to the ring main unit, the Engineer may request that further tests be carried out by an accredited test facility (see 5.1.4) in the presence of a representative of the Engineer, on a sample unit of the ring main unit in question. These tests shall be at the expense of the supplier.
- 5.1.3** If ring main units or circuit-breakers of South African manufacture or assembly to overseas design are offered, test certificates that relate to the South African product shall be submitted. If a test certificate relating to an overseas product is submitted, it shall be accompanied by a statement that the South African manufactured unit is identical with the overseas product and the quantity of such units already produced and installed in South Africa shall be stated in schedule B.
- 5.1.4** The supplier shall prove the ability of the switchgear to pass the required type tests by supplying a summary of test certificates that have been issued by a laboratory accredited by a full member (MRA signatory) of ILAC (International Laboratory Accreditation Co-operation). Full details of the accrediting body and proof of such accreditation shall be supplied and referenced in schedule B. If so requested by the Engineer, copies of the full type test reports in addition to the summary shall be provided.

5.2 Type Tests

- 5.2.1** The supplier shall prove the ability of the ring main unit to pass the mandatory type tests in accordance with SANS 62271-200, and also the tests in 5.2.2 to 5.2.6 by supplying a summary of test certificates that have been issued by an independent accredited testing facility (see 5.1.4).

- 5.2.2** If applicable, carry out a current transformer type test on one current transformer typical of each type.
- 5.2.3** In the case of indoor ring main units, test air-filled cable termination enclosures and gas-filled enclosures to assess the effects of arcing due to an internal fault in accordance with SANS 62271-200. Ensure that the minimum test current inside the ring main unit is equal to the rated short-time withstand current of the ring main unit as given in column 2 of table 2 corresponding to the specified rated voltage given in column 1 of table 2. The minimum duration of the test is 0,5 s. Since the ring main unit is intended to be installed indoors with restricted accessibility (i.e. type A accessibility), the required internal arc classification is AFL (unless otherwise specified in schedule A). Details of the minimum key room dimensions (i.e. ceiling height, distances to rear and lateral walls, if necessary), and cable trench requirements (including recommended positioning of an RMU over a cable trench) shall be provided with the tender documentation and referenced in schedule B.
- 5.2.4** In the case of outdoor ring main units installed in a kiosk, test the outdoor ring main unit assembly to assess the effects of arcing due to an internal fault in accordance with SANS 62271-202. The minimum test current inside the assembly shall be equal to the rated short time withstand current of the ring main unit as given in column 2 of table 2 corresponding to the specified rated voltage given in column 1 of table 2. The minimum duration of the test is 0,5 s. Since the ring main unit assembly is intended to be installed outdoors with unrestricted accessibility (i.e. type B accessibility), the required internal arc classification shall be A-B.

NOTE 1: Regarding the venting of the internal arc emissions (i.e. gas flow), consideration should be given to the fact that outdoor ring main units are installed on solid concrete plinths with filled or sealed MV cable entries and cable trenches.

NOTE 2: Individual air- or gas-filled enclosure ducts are not required.

- 5.2.5** Carry out tests to detect certain defects in the solid insulation of the equipment by the measurement of partial discharges in accordance with SANS 62271-200 (where applicable, for example, current transformers, voltage transformers, bushings).
- 5.2.6** Carry out a degree of protection (IP) test in accordance with SANS 60529, to ensure the degree of protection complies with the requirements of 4.3.3.

5.18 Routine Tests

- 5.3.1** In addition to the requirements in SANS 62271-200, the routine tests in 5.3.2 to 5.3.5 shall be carried out for each ring main unit.
- 5.3.2** Measure partial discharge in accordance with SANS 62271-200.
- 5.3.3** Subject all ring main unit bushings to a partial discharge test in accordance with SANS 60137.
- 5.3.4** Subject current transformers, if provided, to all required routine tests in accordance with SANS 61869-2.
- 5.3.5** In the case of circuit-breakers that have a relay and current transformer combination, carry out routine primary current injection tests to confirm the correct operation of the relay(s). Details of the specific test requirements shall be subject to agreement between the purchaser and the supplier.

5.4 Tests On Painted Surfaces

- 5.4.1** Protection of coatings against corrosion shall be assessed using test samples of the same materials used in the construction of the ring main unit and subjected to the same painting procedures as in the case of the ring main unit components. Perform the tests in 5.4.2 to 5.4.4 and check for compliance with the requirements.

- 5.4.2** Carry out the adhesion test in accordance with SANS 2409. Check for compliance with 4.18.1.
- 5.4.3** Expose the coatings to salt fog for 168 h in accordance with SANS 9227. Check for compliance with 4.18.2.
- 5.4.4** Carry out the scratch resistance test in accordance with SANS 279 with a mass load of 1 kg applied to the test needle. Check for compliance with 4.18.3.

6. Marking and Labelling

6.1 General

- 6.1.1** All labels shall be securely attached. The method used for attaching the labels shall be stated in schedule B.
- 6.1.2** The information on the labels shall be legible and indelibly marked.
- 6.1.3** Metallic labels shall be of intrinsically corrosion-resistant metal.

6.2 Main Circuit Designation Labels

- 6.2.1** The main circuit designation labels for indoor ring main units shall be of blank sandwich board or equivalent (white-black-white) that can easily be removed for engraving. If a different coloured label is required, it shall be specified in schedule A. The method used for the fixing and removal of the main circuit designation labels shall be stated in schedule B.
- 6.2.2** The main circuit designation labels for outdoor ring main units shall be made of a durable material.
- 6.2.3** Main circuit designation labels for each switching device shall be located at the front of each ring main unit.
- 6.2.4** Main circuit designation labels shall be at least 150 mm wide and 35 mm high.

6.3 Auxiliary Circuit Labels

- 6.3.1** All relays, instruments, fuses, auxiliary circuit-breakers, control switches, luminous indicators and test points, the functions of which are not identified by signs or pictograms, shall be clearly labelled to indicate their functions.
- 6.3.2** The information on these labels shall be in text that consists of black letters at least 5 mm high, on a white background.
- 6.3.3** Terminal blocks or rail-mounted terminals shall be labelled to identify them when more than one block is used. It shall be possible to access and test all terminal blocks and read all associated labels without undue effort.
- 6.3.4** Auxiliary wiring shall be terminated with pre-insulated crimped lugs and labelled in accordance with the auxiliary wiring diagram.

6.4 ON, OFF And EARTH Position Labels

- 6.4.1** All switching devices shall include labels that indicate the ON, OFF and EARTH positions.
- 6.4.2** These labels shall be permanently marked metal plates that have characters at least 10 mm high and shall be located on a moving component of the switch that is visible through an opening.
- 6.4.3** The marking shall be as follows:
 - a) I: white lettering on a red background for the ON position;
 - b) O: white lettering on a green background for the OFF position; and
 - c) ⚡: the earth symbol in black on a yellow background for the EARTH position.

6.4.4 Alternatively, or if specified in schedule A, ring main units shall be supplied with a mimic indication system on the front panel. Details of the mimic indication system shall be stated in schedule B.

6.4.5 All position labels shall be visible to the operator who stands in a normal operating position.

6.5 Other Labels And Signs

6.5.1 Instruction plates in English or in pictograms shall be provided on switch-fuse combination panels to indicate to the operator how to insert and remove fuses when the fuse carriers are completely isolated and safe. These plates shall be placed near the fuses and the appropriate interlocking device.

6.5.2 The total mass of the ring main unit (in kilograms) shall be marked on the side or rear of the ring main unit. In the case of kiosk applications, the total mass of the ring main unit and kiosk assembly shall be stencilled on the side of the kiosk in white letters with a minimum font size of 50 mm (e.g. "TOTAL MASS: 500 kg").

6.5.3 Cable test facilities shall be clearly labelled e.g. "CABLE TEST FACILITY BEHIND COVER".

6.5.4 Where the supplier is not the manufacturer, the supplier shall provide a label that contains the supplier's name or trademark.

6.5.5 A sign that reads "Treatment and full first-aid instructions" shall be permanently attached to the inside of the door that opens first.

6.5.6 External metallic corrosion-resistant electrical symbolic warning signs (warning flash, table 1, WW7 of SANS 1186-1:2011) with the following words clearly indicated "NO UNAUTHORIZED ENTRY ALLOWED" (or similar) shall be permanently attached to all the doors. If pop-rivets are used to attach the signs to the kiosk doors, only aircraft (i.e. blind) pop-rivets will be acceptable. Normal pop-rivets are not acceptable. Details of the information to be included on the sign will be specified in schedule A.

6.5.7 A simplified operating instruction shall be provided which identifies the critical safety requirements for performing cable testing. The operating instruction label shall be mounted on or adjacent to the cable test facility cover.

NOTE: This requirement does not obviate the need to include full operating instructions regarding the cable test facility in the manual provided with each RMU.

6.6 Packaging, Transport And Delivery

6.6.1 Each individual ring main unit (and kiosk, if applicable) shall be supplied, transported and delivered with its own dedicated wooden under-base supports (i.e. pallet or similar). The supports shall be attached to the ring main unit in such a way as to ensure that the ring main unit can be lifted using a fork lift and placed on the ground for storage. The supports shall raise the ring main unit (and kiosk, if applicable) at least 100 mm off the ground. The supports shall be positioned in such a way as to prevent the ring main unit (and kiosk, if applicable) from bending or sagging due to its weight.

NOTE As an alternative to wood, the supports may be manufactured from a polymeric material e.g. polypropylene.

6.6.2 Each ring main unit (and kiosk, if applicable) shall be wrapped in heavy-duty transparent protective wrapping to prevent surface damage and ingress of dust or moisture during transport, storage and delivery.

7. Recommended Spares

7.1 The supplier shall supply a list of recommended spares in schedule B.

7.2 Any spares ordered shall be delivered with the first delivery of ring main units, and shall be packed in sets, in containers suitable for long periods of storage, and marked on the outside with the contract or order number, the supplier's name, type and model of the equipment, and the date of packing.

7.3 The tenderer must fill in details of all spare parts on table found in Annex F.

8. Documentation

8.1 Required Documentation

The documentation (in English) given in 8.2 and 8.3 is required to be supplied.

8.2 Documentation To Be Supplied With Each Tender

Tenderers shall supply the following documentation with each tender:

- a) a copy of the completed schedule A and schedule B;
- b) a drawing that shows the fully dimensioned general assembly of the ring main unit and raising base or kiosk (if applicable), illustrating
 - 1) the height, length and width of the complete assembly,
 - 2) the cable termination enclosures and dimensions (height, width and depth),
 - 3) the position of MV bushings including spacing between bushing centres and between the outer bushing centres and the cable termination enclosure side wall,
 - 4) the position of the earth terminals or bars,
 - 5) the positions of the cable test facilities,
 - 6) the position of the live indication system,
 - 7) the position of protection relay(s) and current transformers (if applicable) showing the distance from the top of the highest positioned current transformer to the bushing centre line,
 - 8) the position of the earth fault indicator control unit and the remote indicating unit,
 - 9) the removable base sections for cable installation,
 - 10) the positions of holding-down set screws,
 - 11) the positions of cable support clamps and the mounting arrangement showing the distance from bushing centre line to the support clamp and from the base level to the support clamp,
 - 12) the positions of lifting eyes,
 - 13) the position of the documentation pocket,
 - 14) the position of the operating handle storage facility,
 - 15) the position of the rating plate,
 - 16) the position of all labels and marking detailed in clause 6,
 - 17) the positions of all signs,
 - 18) the venting arrangement that details compliance with the internal arc requirements of this standard (indoor and outdoor applications),
 - 19) in the case of outdoor ring main units, the plinth outline superimposed on to the top view of the ring main unit assembly to confirm that the position of the cable support clamps complement the MV cable entry of the concrete plinth,

- 20) in the case of indoor ring main units, details of the minimum key room dimensions (i.e. ceiling height, distances to rear and lateral walls, if necessary), and cable trench requirements (including recommended positioning of the RMU over the cable trench), and
 - 21) detailed bill of materials (BOM) for each RMU item – including all necessary components (e.g. where applicable: RMU and configuration, operating mechanism details (e.g. stored energy), additional trip or close coils, live indication system, MV bushing type, operating handle, arc proof cable covers, additional interlocks, gas density monitoring device(s), outdoor kiosk with corrosion protection details, raising base, cable support clamps, EFI, protection relay(s), CTs with ratios and class, signs, labels, documentation holder, waterproofing sealant, holding down set screws, tools);
- c) if applicable, a drawing that depicts the mimic indication system (see 6.4.4);
 - d) a drawing that depicts all other additional or special labels and signs (see 6.5);
 - e) auxiliary circuit wiring diagrams (e.g. protection relay, LV CTs, EFI, live indication system, trip or close coils);
 - f) a drawing of a rating plate that indicates information to be included;
 - g) if specified in schedule A, a tabulated summary of the completed type tests with report numbers and relevant test standard numbers;
 - h) if specified in schedule A, a full set of type test reports listed above;

NOTE: If agreed to by the purchaser, the type test reports may be submitted in electronic format.

- i) if specified in schedule A, proof of the test laboratory's accreditation by an accreditation body which is a full ILAC member, and also proof that the accreditation body is an MRA signatory of ILAC;
- j) if specified in schedule A, a copy of the RMU factory routine test certificate;
- k) if specified in schedule A, a copy of the current transformer factory routine test certificate;
- l) if specified in schedule A, copies of the latest available technical catalogue(s) for the ring main unit including, if applicable, the protection relay or electronic ammeter or multimeter technical manuals offered; and
- m) unless otherwise indicated in schedule A, one set of installation, operation and maintenance manuals.

NOTE: All drawings should indicate a drawing number and revision number.

8.3 Documentation To Be Supplied With Each Ring Main Unit

The following documentation shall be supplied (in the documentation pocket) with each ring main unit:

- a) the completed factory routine test report;
- b) installation, operating and maintenance manual(s);
- c) current transformer routine test certificates; and
- d) auxiliary circuit wiring diagram(s) (e.g. protection relay, LV CTs, EFI, live indication system, trip or close coils).

8.4 Manuals

General

Erection, operation and servicing information shall be submitted in the form of manuals. These manuals shall be in English and provided in the following formats:

- a) Hard copy A4 form, and
- b) Electronic pdf file format form copied onto an appropriate medium such as Compact Disc (CD).

The manual and contents shall be approved by the Engineer. The approval process shall be initiated immediately upon contract award and completed within three months. The onus shall be upon the Supplier to meet this programme. Upon approval the requisite amount of manuals shall be supplied within one month. If further material is required, then this shall be subject to negotiation.

Content

The Engineer will advise the supplier of the number of manuals to be supplied in Schedule A. The instruction manual shall cover erection, assembly, operation and maintenance and shall fulfil the following specification:

- a) It shall be specifically compiled for the ring main unit with which it has been supplied.
- b) Torque wrench settings, clearances, settings and other important statistics shall be listed, e.g. the typical operating times, speed curves and tolerances in synchronism.
- c) It shall give a clear description of the operation, and the diagrams and description shall be easily read together.
- d) Routine minor and major maintenance procedures shall be given together with a list of lubricants, recommended spares and/or special tools and so on, required for these operations.
- e) It shall contain high-quality diagrams showing details of operating components of the ring main unit, which also identify and list separately each component making up the diagram.
- f) Seals and gaskets requiring replacement during overhaul shall be detailed and the suppliers of these components, together with the stock number(s), shall be listed.
- g) The names and addresses of supplies of lubricants, oils, gases, and compounds and so on shall be listed.
- h) One set of sample manuals shall be supplied to the Engineer with the tender for approval. After approval, the requisite number of manuals shall be supplied.

Qualified maintenance personnel will maintain and repair the equipment with the aid of the manufacturer's instruction manuals and video aids. The instruction manual shall be written in English only and shall contain the typical contents as described above.

Maintenance DVD

It is anticipated that maintenance intervals for the circuit-breakers will be very long, e.g. several years. Consequently, it is essential that the instruction manual be supplemented and supported by a maintenance-orientated video recording.

The video recording shall be converted into a suitable DVD format. The DVD shall provide a record of the maintenance requirements and procedures for the equipment supplied. The DVD and related instruction and maintenance manuals shall be detailed enough to enable a trained maintenance crew (with some general knowledge of the equipment) to perform all minor and major maintenance required on the equipment. It is anticipated that the instruction manuals will list what maintenance is required, while the DVD will show how such maintenance is achieved.

The DVD shall cover the routine minor maintenance and major overhaul of all equipment requiring such work, as well as some trouble-shooting techniques and tips. It shall explain the normal operation of the equipment in sufficient detail for the maintenance crew to be able to differentiate between normal and abnormal equipment performance. The DVD shall concentrate on equipment maintenance and shall not include any unnecessary sales or publicity material. Since the topics to be covered are extensive and complex, it may be considered an advantage to both produce the DVD and present the results in definite sections, covering the various aspects or portions of the equipment.

These sections may be on separate DVD's or if consolidated into a single DVD, there shall be adequate indexing to permit quick access to the desired section.

For each piece of equipment requiring maintenance, the DVD shall show:

- a) The tools, equipment and materials required to perform the maintenance, especially any special tools
- b) The tests required prior to maintenance operations to record the status of the equipment and/or to indicate the areas requiring maintenance/re-adjustment
- c) The disassembly steps, including any marking of positions required prior to disassembly, any discharging of pressure and/or stored energy
- d) The disassembly, removal, replacement and re-assembly of any sub-components requiring routine maintenance/replacement.
- e) The re-assembly, realignment and re-installation of all components, including any lubrication of moving parts
- f) A brief summary of the evacuation, refilling and leak testing of the re-assembled equipment.
- g) The testing of the re-assembled equipment, including acceptable values and tolerances of the measured/tested parameters.
- h) Some trouble-shooting methods if the required tolerances are not achieved

The trouble-shooting portion of the DVD shall record the normal/expected values of equipment performance, plus techniques and tips to analyse the cause of any abnormalities, and how to correct them.

6.0 CONTRACT PERIOD

The contract period is three (3) years from date of award.

7.0 PLACE OF DELIVERY

Msunduzi Electricity Department Workshop 140 Havelock Road, Pietermaritzburg, 3201

8.0 BID BRIEFING

No Tender Briefing Meeting is required.

9.0 **INSURANCES REQUIRED**

Tenderer must have sufficient insurance to cover any damages that may be incurred during loading, transportation and offloading. This insurance should indemnify Msunduzi Municipality from any loss or damage that may be incurred by tenderer during loading, transportation and off-loading of goods.

The Service Provider shall have adequate third party insurance to deliver to the identified site.

10. **RETENTION AND SURETIES**

Not Applicable

11. **PENALTIES**

Should the successful Tenderer fail to successfully supply and deliver the equipment within the tendered delivery period as stipulated in the Pricing Schedule herein, penalties to the amount of 0.5 % of the total order price (including VAT) per calendar day shall be levied.

Such monies shall be deducted from any monies due to the Supplier, or which shall become due to the Supplier. No reduction in the penalty shall be entertained for partial supply of the equipment ordered.

The contract shall not be deemed to be complete until such time that the equipment is delivered in its entirety and to the satisfaction of the Electricity business unit.

12.0 **COMPLIANCE WITH LEGISLATION, BYLAWS, ETC**

- The Income Tax Act, (Act No. 58 of 1962)
- The Value Added Tax (VAT) Act, (Act No. 89 of 1991)
- The Municipal Finance Management Act, (MFMA) (Act No. 53 of 2003)
- The Municipal Supply Chain Management Regulations, 2005
- The Construction Industry Development Board (CIDB) Act, (Act No. 38 of 2000)
- The Occupational Health and Safety (OHS) Act, (Act No. 85 of 1993)
- The Labour Relations Act, (Act No. 66 of 1995)
- The Compensation for Occupational Injuries and Diseases (COID) Act, (Act No.130 of 1993)
- The contract shall be carried out subject to and in conformity with any law, regulation or Bylaw which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.
- South African National Standards (SANS) and International Electrotechnical Commission (IEC) Standards applicable to medium voltage switchgear

13.0 **GUARANTEE/WARRANTY/DEFECTS LIABILITY PERIOD**

Guarantee/warranty/defects liability period will be 12 months from date of successful commissioning of the Ring Main Units on the Msunduzi Electricity Network.

14.0 **DRAWINGS**

The service providers must submit with the tender document the drawings to clarify the specifications and the requirements as per the Msunduzi municipality specifications.

15.0 **INSPECTION OF CONTRACTOR'S PREMISES**

Council reserves the right to inspect tenderers premises and equipment at any given time before award, during evaluation and during the contract period.

16.0 **PRESENTATION**

- 16.1 The tenderer should insert a full set operating manual with details of equipment offered with tender submission.
- 16.2 The tenderer must insert a CD, DVD or USB with video demonstrating the detailed procedures on operation, maintenance and installation of the Ring Main Units offered.
- 16.3 The successful tenderer will be required to come to Msunduzi Municipality's workshop to explain the operations and maintenance procedures on Ring Main Units.

17.0 **ESCALATION AND VARIATIONS**

- 17.1 The rates will remain fixed for the first year (twelve months) of the contract and an increase based on SEIFSA indices will apply for the remaining year's i.e starting in the thirteenth (13th) month. The base month will be the twelfth month.
- 17.2 Contract Price Adjustment formula (CPAP) must clearly be stated in the tender submission.

All ruling indices used shall be provided and the ruling indices shall be one month prior to tender closing or the most recent available indices. Provisional indices may be used and will be corrected once the final indices have been published.
- 17.3 Rate of Exchange shall be fixed within 21 days of the date of the Official Order by the provision of forward cover for all imported plant and equipment. The initial ruling rate of exchange shall be the rate on the 28th day prior to tender closing.

18.0 **MAINTENANCE PERIOD**

The tenderer must indicate the cost to perform regular maintenance on Auto Re-Closer per service interval as indicated on the manufacturer's maintenance manual. The tenderer must indicate cost of maintenance on the pricing schedule for the respective category on tender.

19.0 **MATERIALS**

The materials need to comply with the relevant SANS, legislations and DTIC local content requirements.

20.0 **MANDATORY REQUIREMENTS**

20.1 **Local Content Submissions**

Air Insulated Medium Voltage Switchgear (Ring main unit, auto-recloser, circuit breakers)

Only locally manufactured transformers and associated equipment with a stipulated minimum threshold for local production and content will be considered. The 50% local content is applicable and mandatory as per the National Treasury instruction.

NOTE: This must be read in line with the Public Procurement Act of 2024, Chapter 4, section 20.

It is mandatory that the manufacturing and construction of any items that fall within designated products must contain the percentage of content prescribed.

For the outdoor ring main units the kiosk and steel raising base falls under Fabricated Structural Steel, which should contain 100% local content. All other items must be in line with the DTIC guideline.

The tenderer must complete all the forms associated with local content declarations attached hereto.

20.2 **Test Certificates**

Proof of test certificates mentioned in 8.2(h), 8.2(i), 8.2(j), 8.2(k), 8.2(l) of Schedule A purchaser's requirements from detailed specification must be part of the tender submission failure to attach these documents will lead to disqualification of tenderer.

Note: Failure to comply with the mandatory requirements above will lead to immediate disqualification.

21.0 **EVALUATION CRITERIA & PREFERENCE POINTS ALLOCATION**

21.1 **Stage One: Functionality:**

The Tenderer's experience and technical capacity applicable to the nature of works mentioned herein shall be scored against a 80/20 point system, where the Tenderer with the most experience and technical capacity pertaining to the nature of works mentioned herein shall score a **maximum of 25 points**. Tenderers shall be scored against the following criteria:-

Key Aspect Of Criterion	Basis For Points Allocation	Score	Maximum Points	Verification Method
Previous Experience of the bidder	Number of successful completed delivery of ring main units	5 Points per successful delivered ring main unit up to a maximum of 5 ring main units.	25	Purchase orders/award letter, delivery notes and invoices.
	5 Points per successful delivered ring main unit up to a maximum of 5 ring main units.	25		
	4 Points per successful delivered ring main unit up to a maximum of 4 ring main units.	20		
	3 Points per successful delivered ring main unit up to a maximum of 3 ring main unit	15		

	2 Points per successful delivered ring main unit up to a maximum of 2 ring main units	10		
	1 Points per successful delivered ring main unit up to a maximum of 1 ring main unit.	5		
Total Points Awarded			25	
Threshold (80%)			20 Points	

Only Tenderers who score a minimum of 20 points equivalent to 80% 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: Project shall mean each ring main unit.

21.2 Stage Two: Preference Points System

In terms of the Public Procurement Act 28 of 2024, Chapter 4 section 16: Preferential Procurement Regulations and read in conjunction with the Msunduzi Municipality Supply Chain Management Policy Part 5: Preferential Procurement, responsive bids will be adjudicated by the Municipality on the 80/20 Specific goals system in terms of which points are awarded to bidders on the basis of: The bid price (maximum 80 points), Specific goals (maximum 20 points)

The Preference Points will be allocated as follows:

Total Price (per item)	-	80
Specific Goals	-	<u>20</u>
Total Points		<u>100</u>

SPECIFIC GOALS

Item No.	Criteria	Basis Of Points Allocation	Claimable Points	Verification Document
1.	Black Owned Enterprise (BOE)"	Black Owned Enterprise (BOE)" in this context refers to a "black-owned enterprise" with at least 51% South African black ownership and/or more than 51% management control by South African black people	5 Points	Companies and Intellectual Property Commission (CIPC) 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.	5 Points	Companies and Intellectual Property Commission (CIPC) OR Central Supplier Database (CSD)
3.	Business Enterprises owned by youth	A youth-owned business that is at least fifty-one percent (51%) owned and controlled by one or more youth	5 Points	Companies and Intellectual Property Commission (CIPC) OR Central Supplier Database (CSD)

4.	Location of a Business Enterprise	This includes any structure or establishment used in conducting a business within the Msunduzi municipality jurisdiction	5 Points	Utility Bill or Lease agreement document
Total points Awarded			20	

22.0 **ANY OTHER IMPORTANT INFORMATION**

22.1 The municipality reserves the right to appoint more than one (1) supplier to a maximum of three (3) highest scoring suppliers to be used in an order of preference basis, as and when required.

22.2 The municipality reserves the right to negotiate the rates.

23.0 **SAMPLES**

The successful tenderer must make available prior to delivery, one sample of the medium voltage ring main unit to be inspected at the factory so that the engineer can confirm if it is manufactured as per our specification before manufacturing the other batches of ring main units.

The successful tenderer shall make provision for the ring main units to be inspected at the factory prior to their delivery in Pietermaritzburg.

A representative/s of Msunduzi Council's Electricity Department may inspect each ring main units or batch of ring main units. Provision shall be made by the tenderer to supply 2 return air tickets from Pietermaritzburg the nearest airport and transport between that point and the factory where the ring main units are to be inspected. If it is not possible for the return trip to be completed in one day, provision for hotel accommodation shall also be made.

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SCHEDULES A AND B

A.1.1 General

The model form for purchasing schedules provides the purchaser with examples of a schedule A and a schedule B. In his enquiry, the purchaser should provide his own schedule A and schedule B, based on these examples.

A.1.2 Schedule A

Schedule A lists the requirements to be specified by the purchaser in enquiries and orders. These requirements include references to the relevant sub-clauses in this standard, to assist in compiling the schedules.

The particular requirements and choices by the Engineer are set out in schedule A,

A.1.3 Schedule B

In schedule B, the tenderer will state compliance with this standard and provide information requested by the purchaser.

NOTE: These schedules, when completed, are intended to form the technical schedules of a tender submission and the subsequent contract, if applicable.

A.2 Testing A2.1 Tests General

Manufacturer's Testing Capabilities

The manufacturer shall be fully responsible for performing or having performed all the required tests as specified. Tenderers shall confirm the manufacturer's capabilities in this regard when submitting tenders. Any limitations shall be clearly stated. The manufacturer shall bear all additional costs related to not being able to test as tendered at their own works.

A.2.2 Witnessing Of Tests

The Engineer reserves the right to be present at any of the tests specified. The supplier shall ascertain the sequence of tests required in each particular case and whether witnessing of tests is required, and, after completion of all works preliminary tests, shall then give the Engineer not less than 14 days' notice of the firm date when the switchgear panels and associated apparatus will be ready for the witnessing of testing. For overseas suppliers the minimum required notification time period is 8 weeks.

The Engineer shall be notified as soon as possible of all test failures and corrective measures. This shall take the form of abbreviated reports that shall, upon request, be supported by more detailed reports. It is desirable that the Engineer is notified of test failures to allow in situ inspection if desired.

Test Certificates

Test certificates together with the complete test report (in English) shall be supplied to the Engineer in electronic format

A.2.3 Tests by the Manufacturer

The manufacturer shall perform the routine tests on each unit during the various stages of manufacturing as well as a complete type test for each design.

The type test shall be reviewed during the tender stage. All tests shall be in accordance with the relevant component specification IEC 62271-200. Any special test shall be specified in Schedule A.

A.2.4 Commissioning Tests

The results of the all the site tests done during commissioning shall be documented and a copy of the results included in the switchgear operating manual. The test as per clause 5.4 in NRS 003 shall apply. These tests shall include the verification of: a) 80% Power frequency voltage test.

- b) Mechanical and electrical operation test.
- c) Resistance test on all primary connections.

The results of the above tests shall be documented, signed off as part of the quality process and included in the switchgear manuals. All the tests shall be witnessed by the Engineer or his appointed representative.

All equipment provided for erection shall be removed from site when erection is completed and the site cleaned of any debris.

A.3 Revisions Of Standards Used As Normative References

The standards, indicated, are based on a set of defined standards, which might have been revised or amended. All standards are regularly reviewed and amended; Msunduzi Municipality wants to employ the latest standards.

To clarify which standard is used the tenderer must give an undertaking to identify the editions and amendments of the referenced standards applicable during the tendering process. Where so agreed, if applicable, these specific editions and amendments would become the basis of the subsequent contract.

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SCHEDULES A AND B

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment to be supplied

Table B.1 — Model Form For Schedules A And B

Item	Clause	Description	Schedule A	Schedule B
	4.1.1(a)	Ambient temperature indoor units	-5 °C to 40 °C	
	4.1.2 (a)	Ambient temperature outdoor units	-10 °C to 50 °C	
	4.1.1(b)	Altitude	1800m ASL	
	4.2.2	Rated frequency	50Hz	
B.1	4.1.2 (b)	The ambient air pollution level	IV	xxxxxxxx
B.2	4.2.1	Rated voltage	12kV	xxxxxxxx
B.3	4.3.1.5	Is an indoor or outdoor unit required?	TO BE SPECIFIED ON ORDER	xxxxxxxx
	4.3.2	Is an extensible or non-extensible unit required?	TO BE SPECIFIED ON ORDER	xxxxxxxx
	4.3.2	Is an extensible or non-extensible unit offered?	TO BE SPECIFIED ON ORDER	
	4.3.3.2	Degree of protection of outdoor kiosk offered	xxxxxxxx	
	4.3.3.3	Degree of protection of ring main unit offered	xxxxxxxx	
	4.3.4	The configuration of the ring main unit	TO BE SPECIFIED ON ORDER	xxxxxxxx
	4.3.5.1	Separate cable test facilities (independent of cable termination enclosure)required for switch-disconnectors Yes/No	YES	xxxxxxxx
	4.3.5.1	Separate cable test facilities(independent of cable termination enclosure) required for switch-fuse combinations Yes/No	YES	xxxxxxxx
	4.3.5.1	Separate cable test facilities required for circuit-breakers Yes/No	YES	xxxxxxxx
	4.3.5.3	Type of cable test facility offered?	xxxxxxxx	

		Type of cable test facility independent of cable termination enclosure offered? Yes/No	xxxxxxx	
	4.3.5.4	Cable test facilities to be interlocked with associated earth switch and padlockable. Yes/No	YES	xxxxxxx
	4.3.9.1	Are interlocks with remote equipment required? Yes/No If yes, state: a) type required Auxiliary supply details c) interfacing details of remote equipment	NO	xxxxxxx xxxxxxx xxxxxxx xxxxxxx
	4.3.9.2	State details of interlocks with remote equipment offered	xxxxxxx	
	4.3.10.2	Specify insulating medium	xxxxxxx	
	4.3.10.3	Specify the interrupting technology of switch disconnectors and circuit-breakers	xxxxxxx	
	4.3.14.1	IAC of AFLR	AFL FOR INDOOR UNITS A-B FOR OUTDOOR UNITS	xxxxxxx
B.4	4.4.1.3	Rated normal current of a switch disconnector A	630A	xxxxxxx
	4.4.2.2	Is remote tripping and closing of the switch disconnector required? Yes/No	NO	xxxxxxxxx
		If yes, provide details of preferred auxiliary supply: Voltage (V)	xxxxxxx	
	4.4.2.3	Method of remote tripping and closing of the switch-disconnector offered	xxxxxxx	
		Auxiliary supply details:		
		Voltage V	xxxxxxx	
B.5	4.5.2.1	Transformer load to be protected kVA	1000KVA	xxxxxxx
	4.5.3.3	Type of fuse-links offered	xxxxxxx	
	4.5.3.3	Dimension of fuse-links offered	xxxxxxx	
	4.5.3.4	Rated current of a fuse-link	630A	xxxxxxx
	4.5.3.5	Specify maximum permissible fuse-link rating	xxxxxxx	
	4.5.3.6	Type of striker required	xxxxxxx	
	4.5.5.2	Is remote tripping and closing of the switch of a switch-fuse combination required? If yes, provide details of preferred auxiliary supply: Voltage (V)	NO	Xxxxxxxx xxxxxxx

	4.5.5.3	Method of remote tripping and closing of the switch of a switch-fuse combination offered	xxxxxxxxxx	
		Auxiliary supply details:		
		Voltage (V)	xxxxxxxxxx	
B.6	4.6.1.3	Rated normal current of a circuit-breaker A	630 / 200	xxxxxxxxxx
	4.6.2.2	Alternative CT ratios for 200 A circuit breaker	200/100:1	xxxxxxxxxx
	4.6.2.3	Alternative CT ratios for 630 A circuit breaker	600/400:1	xxxxxxxxxx
				xxxxxxxxxx
	4.6.2.4	Specify protection CT type and class	xxxxxxxxxx	
	4.6.2.7	Details of protection relays	O/C, E/F	xxxxxxxxxx
	4.6.2.12	Specify details of how the minimum earth fault pick-up current shall be independent of the CT ratio selected	xxxxxxxxxx	
	4.6.3.3	Is remote tripping and closing required? Yes/No	NO	xxxxxxxxxx
		If yes, state preferred auxiliary supply details: Voltage Current		xxxxxxxxxx xxxxxxxxxx
	4.6.3.4	Method of remote tripping and closing offered	xxxxxxxxxx	
		Auxiliary supply specifications: VoltageV CurrentA	xxxxxxxxxx xxxxxxxxxx	
B.7	4.7.2	Busbars extensible on which side?		
	4.7.3	Method used to extend busbars	xxxxxxxxxx	
	4.7.5	Insulation medium of the busbar chamber?	xxxxxxxxxx	
B.8	4.8.2	Type and size of cable(s)	630mm (1c), 300mm (3/C)	xxxxxxxxxx
	4.8.6	Type and number of cable(s)	XLPE & PILC 1 CABLE PER TERMINATION	xxxxxxxxxx
B.9	4.9.1.1	Are load-monitoring facilities required?	YES	xxxxxxxxxx
	4.9.1.4	Accuracy class and burden (VA) of the current transformer offered	xxxxxxxxxx	
	4.9.1.6	Does electronic ammeter make provision for communication with the remote terminal unit (RTU) for telecontrol (SCADA) purposes Yes/No	NO	xxxxxxxxxx
	4.9.1.7	Type of ammeter (or multimeter) offered	xxxxxxxxxx	

	4.9.2.1	Is the ring main unit equipped with a remote terminal unit (RTU) Yes/No	NO	xxxxxxxxxx
	4.9.2.2	Is the ring main unit equipped with a white indication lamp Yes/No	NO	xxxxxxxxxx
	4.9.2.3.2	DC voltage	110V	xxxxxxxxxx
B.10	4.10.5	Quantity of SF6	xxxxxxxxxx	
	4.10.6	Details of SF6 gas recovery and replenishing	xxxxxxxxxx	
B.11	4.11.1	Maximum earth fault current kA	20kA	xxxxxxxxxx
B.12	4.12.1	Indication of type of live circuit, if applicable	xxxxxxxxxx	
	4.12.1	Voltage detection system details, if applicable. State type of live circuit indication	xxxxxxxxxx	
	4.12.3	Details of – testing device for voltage detection – phase comparison – phase sequence testing	xxxxxxxxxx xxxxxxxxxx xxxxxxxxxx	
B.13	4.13.1	Is earth fault indication required? Yes/No	YES	xxxxxxxxxx
	4.13.1	Type of earth fault indication offered?	xxxxxxxxxx	
B.14	4.14.1	Is a kiosk required? Yes/No	xxxxxxxxxx	
B.15	4.15.1	Is a steel raising base required?	xxxxxxxxxx	
B.15	4.15.2	Is a gland plate required?	xxxxxxxxxx	
	4.15.3	An additional raising base	xxxxxxxxxx	
	4.15.3	Height of the additional raising base	xxxxxxxxxx	
B.16	4.16.3	Type of waterproofing sealant offered	xxxxxxxxxx	
	4.16.4	Recommended type of tools to install and maintain unit	xxxxxxxxxx	
B.17	4.17.1	State method used for attaching rating plates	xxxxxxxxxx	
B.18	4.18.6	Is a special coating system required Yes/No	YES	xxxxxxxxxx
	4.18.9	State type of material offered for the RMU, kiosk and raising base (where applicable)	xxxxxxxxxx	
B.19	5.1.3	Quantity already installed in South Africa?	xxxxxxxxxx	
	5.1.4	State details of accrediting body and proof of accreditation	xxxxxxxxxx	
	5.2.3	Room dimensions and cable trench requirements	xxxxxxxxxx	
B.20	6.1	State method used for attaching labels	xxxxxxxxxx	
B.21	6.2.1	Colour of main circuit designation label	W-B-W	
	6.2.1	Method used for the fixing and removal of main circuit designation labels	xxxxxxxxxx	
B.22	6.4.4	Supply ring main units with mimic indication? Yes/No If yes, state details	xxxxxxxxxx	xxxxxxxxxx

B.23	6.5.6	Details of information to be included on warning sign	MV	XXXXXXXXXX
B.24	7.1	List of recommended spares		
B.25	8.2(g)	Summary of completed type tests with report numbers and relevant test standard numbers required? Yes/No	XXXXXXXXXX	
	8.2(h)	Full set of type test reports required? Yes/No	YES	XXXXXXXXXX
	8.2(i)	Proof of the test laboratory's accreditation required?	YES	XXXXXXXXXX
		Proof that accreditation body is an MRA signatory of ILAC Yes/No	YES	XXXXXXXXXX
	8.2(j)	Copy of the RMU factory routine test certificate required? Yes/No	YES	XXXXXXXXXX XXXXXXXXXX
	8.2(k)	Copy of the current transformer factory routine test certificate required? Yes/No	YES	XXXXXXXXXX
	8.2(l)	Copies of the latest available technical catalogue(s) required? Yes/No	YES	XXXXXXXXXX
	8.2(m)	Number of sets of installation, operation and maintenance manuals if more than one set is required.	5	XXXXXXXXXX
NOTE Schedule A: Purchaser's specific requirements Schedule B: Particulars of equipment to be supplied (to be completed by tenderer)				

Proof of test certificates mentioned in 8.2(i), 8.2(j), 8.2(j), 8.2(k), 8.2(k), 8.2(l) must be part of the tender submission failure to attach these documents will lead to disqualification of tenderer.

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SCHEDULES A AND B

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment to be supplied

Table B.1 — Model form for schedules A and B

Item	Clause	Description	Schedule A	Schedule B
1	3.1.1	Standard operating conditions		
1.1		a) Altitude m	1800	
1.2		b) Ambient air temperature °C	-5 to +40	
1.3		c) Lightning ground flash density flashes/km ² /year	High	
1.4		d) Maximum solar radiation W/m ²	1000	
1.5		e) Ultraviolet radiation	High	
1.6		f) Relative humidity %	10 - 95	
1.7		g) Application: coastal/ inland	_____	
1.8		h) Wind pressure Pa	700	
2	3.1.2	Insulation Medium		
2.1		Primary insulation medium for CTs & VTs	Oil- EST 32 - 321	
3	3.1.3	Configuration Details		
3.1		Configuration	Three phase / Four wire	
3.2		Primary star point earthing	YES- external	
3.3		Secondary star pint earthing	YES - external	
3.4	3.1.3.1	Core structure (5 limb/3 x 10 VTs)	xxxxxxx	
4	3.1.4	Current Transformers		
4.1		Type (B OR C)	Type B	
	3.1.4.1	Accuracy class		
4.2		200/1A class	0.2 S	
4.3	3.1.4.1	Burden VA	5	
4.4	3.1.4.2	Secondary current A	1	
4.5	3.1.4.3	Shot time current withstand level – 1s KA	20	
5	3.1.5	Voltage Transformers		
5.1	3.1.5.1	Accuracy class	0.2	
5.2	3.1.5.1	Burden VA	25	
5.3	3.1.5.2	Primary nominal voltage kV	11	

5.4	3.1.5.3	Secondary nominal al voltage	110	
	3.1.5.4	Insulation levels:		
5.5		Lightning impulse peak withstand voltage kV	95	
5.6		Rated short-duration power-frequency r.m.s withstand voltage- 60 seconds kV	28	
5.7	3.1.5.5	Rated voltage factor: continuous kV	1.2XU _n	
		30 Seconds kV	1.9 x U _n	
6	3.1.9	Housing and corrosion protection		
6.1		Inland-mild steel Coastal- 3CR12 or zinc sprayed mild steel	xxxxxxx	
6.2		Corrosion protection	As per DSP 34-1658	
6.3		Colour	as per SANS780	
7	3.2.1	Cable termination enclosure		
7.1	3.2.1.1	Bushing-centre spacing (minimum) mm	135	
7.2	3.2.1.1	Distance between outer bushing-centres and metal enclosure (minimum) mm	90	
7.3	3.2.1.2	Bushing specification	EN 50180	
7.4	3.2.1.3	Bushing type	Type C 630A with M16x2 thread size	
7.5	3.2.1.3	Bushing creepage mm/kV	As per EN 50180	
7.6	3.2.1.4	Removable gland plate	YES	
7.7	3.2.1.5	Boss to be provided for cable earthing	YES	
7.8		Incoming MV cable requirements		
		a) 3x single core/ 1 x three core	1X 3 Coe	
		b) Cable material	copper	
		c) Size of core cross-section mm ²	<95	
		d) Type of cable (PILC/XLPE)	_____	
		e) Rubber grommet and cable support clamp required	YES	
		f) Minimum distance from gland plate to centre-line bushings	800	
		g) Type of connection (DSP 34-937)	Type 3	
8		Ground mounting requirements		
8.1		Mass of unit kg	xxxxxxx	
8.2	3.2.3	Plinth requirements	As per figure 2	

9	3.5	Documentation		
9.1	3.5.2	Number of copies of all drawings and wiring diagrams to be submitted with tender	2	
9.2	3.5.3	Number of copies of all type test certificate to be submitted wit tender	1	
	3.9.1	Type tests:		Report number
10.1	3.9.1.1	Lightning impulse test	xxxxxxx	
10.2	3.9.1.1	Power frequency wet withstand test	xxxxxxx	
10.3	3.9.1.2	Short-circuit withstand capability test for voltage transformers	xxxxxxx	
10.4	3.9.1.2	Short time current test for current transformers	xxxxxxx	
10.5	3.9.1.3	Temperature rise tests	xxxxxxx	
10.6	3.9.4.1	Accuracy tests	xxxxxxx	
10.7	3.9.3.1	Chopped impulse	xxxxxxx	

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DEVIATION SCHEDULE

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be effective that specified by Eskom

Item	Clause	Proposed deviation

Signature Date

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BILLS OF QUANTITIES/PRICING SCHEDULE

Indoor and Outdoor Ring Main Units With 630A Switch Dis-Connector And 630A/200A Circuit Breakers

Item No.	Description	Configuration	Unit Type	CB Rating	SD Rating	Extensible	Total Price (R) Excl. VAT	Total Price (R) Incl. VAT (15%)
1	2Way RMU	SD-CB	Outdoor	200A	630A	No	R	R
2	2Way RMU	SD-SD	Outdoor	XXX	630A	No	R	R
3	3Way RMU	SD-CB-SD	Outdoor	200A	630A	No	R	R
4	3Way RMU	SD-SD-SD	Outdoor	XXX	630A	No	R	R
5	4Way RMU	2SD-2CB	Outdoor	200A	630A	No	R	R
6	4Way RMU	3SD-CB	Outdoor	200A	630A	No	R	R

7	4Way RMU	4SD	Outdoor	XXX	630A	No	R	R
8	2Way RMU	SD-CB	Outdoor	630A	630A	No	R	R
9	2Way RMU	SD-SD	Outdoor	XXX	630A	No	R	R
10	3Way RMU	SD-CB-SD	Outdoor	630A	630A	No	R	R
11	3Way RMU	SD-SD-SD	Outdoor	XXX	630A	No	R	R
12	4Way RMU	2SD-2CB	Outdoor	630A	630A	No	R	R
13	4Way RMU	3SD-CB	Outdoor	630A	630A	No	R	R
14	4Way RMU	4SD	Outdoor	XXX	630A	No	R	R
15	2Way RMU	SD-CB	Outdoor	630A	630A	No	R	R
16	2Way RMU	SD-CB	Indoor	200A	630A	Yes	R	R

17	2Way RMU	SD-SD	Indoor	XXX	630A	Yes	R	R
18	3Way RMU	SD-CB-SD	Indoor	200A	630A	Yes	R	R
19	3Way RMU	SD-SD-SD	Indoor	XXX	630A	Yes	R	R
20	4Way RMU	2SD-2CB	Indoor	200A	630A	Yes	R	R
21	4Way RMU	3SD-CB	Indoor	200A	630A	Yes	R	R
22	4Way RMU	4SD	Indoor	XXX	630A	Yes	R	R
23	2Way RMU	SD-CB	Indoor	200A	630A	Yes	R	R
24	2Way RMU	SD-SD	Indoor	XXX	630A	Yes	R	R
25	3Way RMU	SD-CB-SD	Indoor	200A	630A	Yes	R	R
26	3Way RMU	SD-SD-SD	Indoor	XXX	630A	Yes	R	R

27	4Way RMU	2SD-2CB	Indoor	200A	630A	Yes	R	R
28	4Way RMU	3SD-CB	Indoor	200A	630A	Yes	R	R
29	4Way RMU	4SD	Indoor	XXX	630A	Yes	R	R
30	4Way RMU	4CB	Indoor	630	N/A	Yes	R	R
31	5Way RMU	5CB	Indoor	630	N/A	Yes	R	R
32	5Way RMU	5CB	Outdoor	630	N/A	Yes	R	R
Units With CT VT Panels On Circuit Breaker Leg For Metering Purposes								
33	3Way RMU	2SD-CB	Outdoor	200/630A	200/630A	No	R	R
34	4Way RMU	3SD-CB	Outdoor	200/630A	200/630A	No	R	R
35	3Way RMU	2SD-CB	Outdoor	200/630A	200/630A	No	R	R

36	4Way RMU	3SD-CB	Outdoor	200/630A	200/630A	No	R	R
37	3Way RMU	2SD-CB	Indoor	200/630A	200/630A	No	R	R
38	4Way RMU	3SD-CB	Indoor	200/630A	200/630A	No	R	R
39	3Way RMU	2SD-CB	Indoor	200/630A	200/630A	No	R	R
40	4Way RMU	3SD-CB	Indoor	200/630A	200/630A	No	R	R
Stand-alone CT/VT Panel								
41		SD-CB	Outdoor	200/630A	200/630A	No	R	R
42		SD-CB	Indoor	200/630A	200/630A	No	R	R

Delivery Period Commencing From Date of order: _____ Days/Weeks/Months **(Tenderer To Specify)**

Notes:-

1. The tender document and the Price Schedule must be completed in neat legible original handwriting.
2. Tenderers who are non-VAT Vendors, must insert the symbols "N/A" in the applicable columns.
3. For adjudication purposes, the Council reserves the right to correct any arithmetical errors.

Name of Tenderer:

Full Name of Signatory:

Capacity of Signatory:

Signature:Date:

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT NO. E43 OF 2024

**DESIGN, MANUFACTURE SUPPLY, DELIVERY AND OFF-LOADING OF INDOOR AND
OUTDOOR MEDIUM VOLTAGE RING MAIN UNITS FOR USE ON SECONDARY DISTRIBUTION
NETWORK**

SUPPLIERS RECOMMENDED LIST SPARES

Item No.	Description	Price Excluding VAT
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

NB: Tenderers may attach a separate page if necessary.

Signature:..... Date:.....

THE MSUNDUZI MUNICIPALITY

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NETWORK**

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	E34 OF 2024	CLOSING DATE:	12 November 2024	CLOSING TIME:	12H00
DESCRIPTION	DESIGN, MANUFACTURE SUPPLY, DELIVERY AND OFF-LOADING OF INDOOR AND OUTDOOR MEDIUM VOLTAGE RING MAIN UNITS FOR USE ON SECONDARY DISTRIBUTION NETWORK				
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

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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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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

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DATA SHEET 4 – MUNICIPAL FEES

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:-

DESCRIPTION

ACCOUNT No.

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

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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

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**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

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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

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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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**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

SUPPLIES AND SERVICES CONTRACT NO. E43 OF 2024

**DESIGN, MANUFACTURE SUPPLY, DELIVERY AND OFF-LOADING OF INDOOR AND
OUTDOOR MEDIUM VOLTAGE RING MAIN UNITS FOR USE ON SECONDARY DISTRIBUTION
NETWORK**

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

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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

THE MSUNDUZI MUNICIPALITY

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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. E43 OF 2024****DESIGN, MANUFACTURE SUPPLY, DELIVERY AND OFF-LOADING OF INDOOR AND OUTDOOR MEDIUM VOLTAGE RING MAIN UNITS FOR USE ON SECONDARY DISTRIBUTION NETWORK****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: -

Ps	=	Points scored for price of bid under consideration
Pt	=	Price of bid under consideration
Pmin	=	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: -

Ps	=	Points scored for price of bid under consideration
Pt	=	Price of bid under consideration
Pmax	=	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 box)

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

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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LOCAL CONTENT FORMS

NB: TENDERERS ARE REQUIRED TO DOWNLOAD THE ABOVE FORMS FROM THE E-TENDERS PORTAL NAMED AS “SS *E43 OF 2024-LOCAL CONTENTS FORMS-PART 2*” AND INCLUDE THE SAME HEREIN AS THESE FORMS SHALL FORM PART OF THE CONTRACT.

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.

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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. E34 OF 2024

SUPPLY, DELIVERY AND OFF LOADING OF METAL PROTECTIVE DISTRIBUTION KIOSKS

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.