

THE MSUNDUZI MUNICIPALITY



HEAD: SUPPLY CHAIN MANAGEMENT
Mrs D.N. Gambu

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SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON **ELECTRICAL APPARATUS WITHIN THE DISTRIBUTION NETWORK OF** **THE MSUNDUZI MUNICIPALITY**

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

Sealed tenders containing the original hand written priced tender document and a digital copy of the same on a CD/USB Flash Drive and endorsed on the envelope with the “**CONTRACT No.**” and “**CONTRACT DESCRIPTION**”, must be placed in the Tender Box located at the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201, (Co-ordinates: -29.6126297,30.3610014) not later than **12h00, Friday, 31 January 2025**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted. Under no circumstances whatsoever will any extension of time be allowed for submission of tenders.

THE MSUNDUZI MUNICIPALITY

TENDER SUBMISSION CHECKLIST

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

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

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

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

Name of Tenderer : _____

Signature / Date : _____

THE MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS WITHIN THE DISTRIBUTION NETWORK OF THE MSUNDUZI MUNICIPALITY

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13.1	Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Senior Manager: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer's failure to observe this requirement.	
13.2	The Tender Notice was advertised in The Witness newspaper, Msunduzi Municipality and eTender websites on 11 December 2024 . The tender closes at 12h00 on 31 January 2025 at the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201.	

THE MSUNDUZI MUNICIPALITY

TENDER NOTICE

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS WITHIN THE DISTRIBUTION NETWORK OF THE MSUNDUZI MUNICIPALITY

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 Friday, 13 December 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 **R719.22 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries regarding the Specifications, Tenderers must contact either Muziwokuthula Zuma (Technician Technical Support) on Telephone No. 033 392 5052 or e-mail muziwokuthula.zuma@msunduzi.gov.za or Dick D Mthembu (Chief Technician Technical Support) on Telephone No. 033 392 5043 or e-mail dick.mthembu@msunduzi.gov.za

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

A compulsory Tender Briefing Meeting will be held prompt at 10h00 on Friday, 17 January 2025, in the Electricity Department's Boardroom, 1st Floor, Administration Office Block, 111 Havelock Road, Pietermaritzburg, 3201. Tenderers arriving at the meeting after the stipulated starting time above will be disqualified. Further, all tenderers attending the meeting must be in possession of a complete tender document failing which the Tenderer shall be disqualified. Only one representative per Company or Consortium will be allowed to attend the above meeting. No person will be allowed to represent more than one Company at the meeting.

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, Friday, 31 January 2025**, 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 Chapter 4 of the Public Procurement Act No. 28 of 2024.

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

Section A - Cable Fault Location and Testing

Evaluation Criteria	Points Awarded
1. Previous Experience Of The Bidder	30
2. Vehicle / Trailer Equipped With Testing Equipment Viz. DC Surge Generator Mounted On Vehicle Or Trailer.	30
3. Semi-Skilled Worker Or Electrical Engineering Interns/ Apprentices	10
Total No. of Points Awarded	70
Minimum Threshold to Qualify for Stage Two	49 Points or 70%

Section B - Testing of Transformers and Switchgear

Evaluation Criteria	Points Awarded
1. Previous Experience Of The Bidder	40
2. Vehicle To Execute The Work	20
3. Semi-Skilled Worker Or Electrical Engineering Interns/ Apprentices	10
Total No. of Points Awarded	70
Minimum Threshold to Qualify for Stage Two	49 Points or 70%

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

Specific Goals	Description	Max Points Awarded
BOE	Race: Enterprise with at least 51% black ownership.	10
Locality	Within the Msunduzi Municipality's Area of Jurisdiction	10
	Within uMgungundlovu Area.	8
	Within Kwa-Zulu Natal (KZN).	5
Total Preference Points		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 COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, the Service Providers shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they complete and sign the Attendance Register circulated at the meeting. Service Providers shall be required to complete and sign the Site Inspection/Tender Briefing Meeting certificate attached hereto prior to the commencement of the meeting, and to also ensure that the Site Inspection/Tender Briefing Certificate is duly signed by the authorised official at the end of the meeting. Only one representative per Company or Consortium will be allowed to attend the above meeting. No person will be allowed to represent more than one Company at the meeting.

Service Providers are to ensure that their Representatives representing their respective Companies at the Site Inspection/Tender Briefing Meeting are familiar with the true nature and extent of the works as no claims for extras shall be entertained during the execution of the works and the Council shall not be held liable should the Service Provider tender incorrectly.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register. Tenders will not be considered from Service Providers who do not attend the meeting and whose Site Inspection/Tender Briefing Certificate had not been signed by the authorised official.

Service Providers must present a hard copy of their tender document at the Site Inspection/Tender Briefing Meeting for endorsement and failure to comply with this condition shall result in disqualification.

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: Infrastructure Services 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 **November 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

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS WITHIN THE DISTRIBUTION NETWORK OF THE MSUNDUZI MUNICIPALITY

STANDARD SPECIFICATIONS

PURCHASE OF EQUIPMENT, PLANT, VEHICLES AND MATERIALS

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

2. **DEFINITIONS**

Approved/Approval: Approved/approval by the Engineer.

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

3. **ABBREVIATIONS**

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

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

4. **NO LIMITATION BY DESCRIPTION**

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

5. **APPROVAL**

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

THE MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS WITHIN THE DISTRIBUTION NETWORK OF THE MSUNDUZI MUNICIPALITY

SPECIFICATIONS

1.0 SCOPE OF WORKS - SECTION A CABLE FAULT LOCATION AND TESTING

The contract calls for appointment of service providers on “as an when” required basis to provide the following services: Cable fault location, Cable identification and all applicable tests on electricity cables.

Service providers must provide a detailed written report on the tests they conduct on electrical apparatus as prescribed by Msunduzi Electricity Supply Services.

Service providers will be expected to provide normal skills transfer training and facilitate special training program with certification when deemed necessary by the Municipality.

A minimum of one (1) to a maximum of three (3) highest scoring tenderers will be appointed on the panel of three (3) service providers per section of the tender.

Service providers are allowed to bid for one (A or B) or both sections (A and B).

Section	Description	Select Applicable To Bid (Mark With X Or Tick)
A.	Cable Fault Location and Testing	
B.	Testing of Transformers and Switchgear	

2.0 PROJECT CHAMPIONS

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

NAME : Muziwokuthula Zuma
DESIGNATION : Technician Technical Support
EMAIL ADDRESS : Muziwokuthula.zuma@msunduzi.gov.za
CONTACT NO : 033-392-5052

NAME : Dick Mthembu
DESIGNATION : Chief Technician Technical Support
EMAIL ADDRESS : dick.mthembu@msunduzi.gov.za
CONTACT NO : 033-392-5043

3.0 SECTION A - CABLE FAULT LOCATION AND TESTING

The cable fault location and testing under section A include the following cables:

- High Voltage Cables** - 132kV cables between major primary substations, 132kV cable straps within the substation major primary substation premises/yards and 132kV cable straps connecting to 132kV towers.
- Medium Voltage Cables** - 33kV cables between major primary substations, 33kV cable straps within the major primary substation premises/yards and 33kV cable straps connecting to 33kV overhead lines

- c) **Medium Voltage Cables** - 11kV cables between major primary substations and distribution substations, 11kV cable straps within the substation premises/yards, 11kV cable straps connecting to 11kV overhead lines, cables connecting brick substations to miniature substations, ring main units, cage transformers and pole mounted transformers.
- d) **Low voltage cables** (400/230V) between brick substation / miniature / pole transformers / consumer distribution units / customer connection and meter boxes.
- e) **Low Voltage Cables** supplying traffic signal, streetlights, high masts, telecommunication beacons and towers.
- f) Aerial bundle conductors with voltage ranges of 230V, 400V and 11kV.
- g) The cables to be tested may be single core or multicore for all voltage ranges in the Msunduzi Municipality Area of supply, the insulation materials are PVC, Paper, oil, XLPE and other forms of applicable insulation.

Table 1: Scope Of Tests Under Section A. Apparatus And Types Of Tests Under This Scope

TABLE 1: SCOPE OF TEST UNDER SECTION A		
No.	APPARATUS TO BE TESTED	APPLICABLE TESTS
1	Underground Cables (132/33/11/0.4/0.23kV)	Insulation Resistance test /Pressure testing using VLF
1a.		Insulation Resistance test/Pressure testing using surge generator (DC)
1b.		Cable route location
1c.		Cable identification in trench/duct with multiple cables
1d.		Cable fault location using surge generator

4.0 **EVALUATION CRITERIA FOR SECTION A**

Table 2: Mandatory Requirements

TABLE 2: MANDATORY REQUIREMENTS	SUPPORTING DOCUMENT	SUBMITTED (YES/NO)
Two Test Technicians with Minimum: - Three years' experience in electrical testing/fault finding/fault location/ trouble shooting. - Trade Tested Electrician or Technician (S4 National Diploma from a university of Technology).	- CV with detailed Experience - Certified copy of Trade Test certificate or N Diploma (S4) Certificate certified by the commission of oaths.	
Tenderers under Section A Must Complete TABLE 3 and Table 4 in full.	- Completed Tables - Letter confirming ownership for all equipment offered, - Images showing serial numbers for all instruments offered.	

5.0 MINIMUM TECHNICAL REQUIREMENTS FOR TESTING EQUIPMENT

Table 3: Specification of equipment required for Section A of the tender.

TABLE 3: MINIMUM TECHNICAL REQUIREMENTS FOR TESTING EQUIPMENT			
NO.	TECHNICAL DETAILS	REQUIRED EQUIPMENT	OFFERED EQUIPMENT
SECTION A			
1	SURGE GENERATOR (THUMPER)		
	Supply voltage	230V-240V	
	Frequency	50Hz	
	Power	5kVA	
	Minimum Surge voltage range	0-32kV	
	Surge Capacitor	0-32kV (min 3000J)	
	Minimum cable length	50m	
	AC power to Surge Generator	AC Generator or DC-AC inverter with it battery pack to last for 6 hours	
2	PRE-LOCATOR (SCOPE)		
	Minimum TDR	SIM or MIM	
	Measuring Distance	Minimum 10km	
3	VERY LOW FREQUENCY		
	Accuracy	1%	
	Test voltage	24KV rms / 34KV peak (Both VLF sine & square wave AC and DC)	
	Output Frequency	0.1Hz	
4	Testing cable Length	Minimum 5m	
	CABLE ID		
	ID Clamp	Minimum 120mm	
	Signal display	Digital (LCD) / Analog	
	Transmitter input voltage	240 V AC	
5	Receiver input supply	DC	
	CABLE ROUTE LOCATOR		
	Transmitter	Adjustable transmitter impedance	
	Frequency selections	Multi frequency selections	
6	Depth indication	Yes	
	EARTH RESISTANCE TESTER		
	Be able to operate on both AC and DC		
	Testing system –	Minimum 3 wire system	
	Ability to measure Earth voltages	Yes	

6.0 APPLICABLE TEST INSTRUMENTS FOR SECTION A OF THE TENDER

NB: Tenderers must complete the required information on the table below and ensure to attach the following supporting documentation. Failure to submit these documents will lead to disqualification.

- Images showing the device.
- Images showing the serial number for each device claimed for the tender.

Letter confirming ownership of devices from the company, quoting serial numbers for all devices claimed for the tender (*since the scope of this contract is a core function, therefore the tenders must own the required equipment, letter for intention to lease testing equipment will not be considered*)

Table 4: Applicable Test Instruments for Section A.

TABLE 4: TEST INSTRUMENTS APPLICABLE SECTION A					
Item No.	Name/Purpose of Test	Device Description	Description of device Offered by Tenderer brand name and manufacture and model		Quantity Offered
1.	Fault Location (Thumping) Identification of cable fault along entire cable route	Surge Voltage Generator (Thumper) (0 – 32KV) with Scope and all other cable fault location accessories. (Minimum of 1 set)	Device Name		
			Manufacturer		
			Model		
2.	Earth Resistance Test	Earth resistance Tester (Minimum of 1 set)	Device Name		
			Manufacturer		
			Model		
	Very Low Frequency test for XLPE and aged	Very Low Frequency (VLF) cable Pressure Testing	Device Name		

3.	Cables	instruments (0 – 34KV) (Minimum of 1 set.)	Manufacturer		
			Model		
			Serial number		
4.	Tracing cable routes	Cable route tracer (Minimum of 1 set)	Device Name		
			Manufacturer		
			Model		
			Serial number		

7.0 **FUNCTIONAL EVALUATION FOR SECTION A OF THE TENDER**

- Tenderers meeting the above Mandatory Requirements of the tender shall be evaluated on a two stage Evaluation system- Stage one - Functionality and stage Two: 80/20 Point system in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporation Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework act, Act No.5 of 2000.
- The Tenderer's experience and equipment applicable to the nature of works mentioned herein shall be scored against a maximum of 70 points in stage one. Functionality where the Tenderer with the most experience and equipment pertaining to the nature of work mentioned herein shall score a maximum of 70 points. Tenderers will be evaluated on compliance based on the specifications and requirements of the tender.
- Only tenderers who scored a minimum threshold of 49 points (70%) out of a maximum of 70 points (100%) for functionality in stage one, will be considered for stage two: 80/20 preference point system.

7.1 **STAGE ONE: SECTION A FUNCTIONALITY**

Table 5: Technical Evaluation Criteria (Section A)

TABLE 5: TECHNICAL EVALUATION CRITERIA (SECTION A)				
Key aspect of criterion	Basis for points allocation	Score	Maximum points	Verification method
Previous Experience of the bidder	Number of successfully completed similar projects (electrical equipment testing, cable fault location, pressure testing, and commissioning of electrical cables)	6 Points per successfully completed project up to a maximum of 5 projects.	30	Award letter/appointment letter/purchase order) and Completion letter/ referral letter/completion certificate per project.

				Name of traceable references with contact details to be included for verification.
Vehicle / trailer equipped with testing equipment viz. DC surge generator mounted on vehicle or trailer.	Minimum a panel van/minibus or a 1 ton Vehicle with a trailer equipped with testing equipment	15 points per equipped vehicle (panel van/bus or minimum 1-ton Vehicle with an equipped trailer). In case of an equipped trailer, it must come with a 1-ton vehicle for pulling trailer to claim points. [Two equipped vehicles or trailers with 1-ton vehicles are required to score maximum points]	30	<u>Panel van / minibus:</u> - Copy of valid vehicle license disk. - Copy of vehicle logbook as proof of ownership. - Serial numbers of testing device fitted on the vehicle. - Images showing inside equipped vehicle. - Signed letter-confirming ownership of testing equipment fitted on the vehicle quoting serial numbers. Or <u>Equipped trailer + Vehicle:</u> Trailer - Copy of valid trailer license disc. - Copy of trailer logbook. - Images showing inside equipped trailer. - Signed letter-confirming ownership of testing equipment fitted on the trailer quoting serial numbers. Minimum 1 ton vehicle - Copy of vehicle logbook as proof of ownership. - Copy of valid license disc - Images of the vehicle
Semi-skilled worker or electrical engineering Interns / apprentices	CV of the semi-skilled/intern/apprentice and certified copy of qualification	5 point per semi-skilled worker	10	CV and a certified copy of a certificate in electrical Engineering, or minimum N2 in electrical engineering
Total Points Awarded			70	

NB: Tenderers must submit all required documents as verification method. Failure to submit all required documents will lead to no points awarded. Tenderers must ensure equipment is fitted as per tender requirements, equipment not fitted on the trailer/panel van/minibus will not be considered.

Only tenderers who scored a minimum threshold of 49 points (70%) out of a maximum of 70 points (100%) for functionality in stage one, will be further considered for stage Two: 80/20 preference point system below.

7.2 **STAGE TWO: 80/20 PREFERENCE POINT SYSTEM**

Tenderers meeting the minimum threshold of 49 points (70%) out of a maximum of 70 points (100%) for Functionality in Stage one will be further considered for stage Two: 80/20 Preference point system below.

Price	: 80 Points
Preference Points (Specific Goals)	: 20 Points
<u>Total Points</u>	: <u>100 Points</u>

The allocation of preference points will be according to the following specific Goals:

Table 6: Stage Two Preference Points (Specific Goals)

TABLE 6: STAGE TWO PREFERENCE POINTS (SPECIFIC GOALS)			
No.	Specific Goal	Points	Requirement/Verification
1.	Race: Enterprise with at least 51% black ownership.	10	CSD/CIPC
2.	Locality:		Utility bill/ CK Certificate/ Lease agreement
2(a)	Within Msunduzi Area	10	
2(b)	Within uMgungundlovu Area.	8	
2(c)	Within Kwa-Zulu Natal (KZN).	5	
Total Points		20	

MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

**ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
WITHIN THE DISTRIBUTION NETWORK OF THE MSUNDUZI MUNICIPALITY**

PRICING SCHEDULE FOR SECTION A

1.0 WORK OUTSIDE NORMAL WORKING HOURS

The Msunduzi Municipality may pay Service Providers a standby allowance of six hundred and twenty-two rand sixty cents (R622.60) per day on standby duty should it be deemed necessary to have a standby team.

2.0 CONTRACT PRICING FOR THE PANEL OF CONTRACTORS

The Msunduzi Municipality has supplied tender rates on **TABLE 7** below that will be used as common rates for Service Providers that will be appointed on the panel.

Table 7: Price Schedule with Tender Rates and Transport Cost to Site

PRICE SCHEDULE WITH TENDER RATES AND TRANSPORT COST TO SITE			
No.	Apparatus to be Tested	Applicable Tests	Testing Rate
1a.	Underground MV/HV Cables (132/33/11kV)	Insulation <i>Resistance/Pressure</i> Tests DC (for commissioning).	R 2,750.00
1b.		Insulation Resistance/ Pressure Tests VLF (for commissioning).	R 2,970.00
1c.		Cable route location.	R 2,800.00
1d.		Cable identification in trench/duct with multiple cables.	R 2,200.00
1e.		Cable fault location using surge generator, fault verification.	R 6,050.00
2a.	Underground Low Voltage Cables (LV Main, Service Connections and Streetlight) 1000/400/230V	Cable route location.	R 2,800.00
2b.		Cable identification in trench/duct with multiple cables.	R 2,200.00
2c.		Cable fault location using surge generator and fault verification.	R 5,115.00
3.	A standby allowance per day should be deemed necessary.		R 622.60
Total Price			R27 507.60
Add 15% VAT			R4 126.14
Total Price Including VAT			R31 633.74

MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS WITHIN THE DISTRIBUTION NETWORK OF THE MSUNDUZI MUNICIPALITY

SPECIFICATIONS

1.0 SCOPE OF WORKS-SECTION B: TESTING OF TRANSFORMERS AND SWITCHGEAR

- 1.1 The scope of the contract calls for the appointment of service providers on “as and when” required basis to provide the following services. Transformers testing, conduct tests on electrical switchgear commissioning and routine maintenance.
- 1.2 Service providers must provide a detailed written report on the tests they conduct on electrical apparatus as prescribed by Msunduzi Electricity Supply Services. Service providers will be expected to provide normal skills transfer training and facilitate special training program with certification when deemed necessary by the Municipality.
- 1.3 A maximum of three (3) highest scoring tenderers will be appointed on the panel of service providers.

2.0 SECTION B TRANSFORMER AND SWITCHGEAR TESTING:

The transformer and switchgear testing under section B includes the following:

2.1 Distribution Transformers

- a) Distribution transformers will include transformers ranging from single phase to multiphase transformers with rating from 16KVA to 1000KVA stepping down voltage from 11000 V to 420V.
- b) The distribution transformers may be used in the following applications or locations: inside brick building, steel cages underground substations, pole mounted and forming part of outdoor miniature substations.
- c) Majority of the distribution transformers used within Msunduzi Electricity Supply Service's area of supply are oil insulated and they use natural air for cooling.

2.2 Power Transformers

- a) The power transformer will include three phase power transformers connected to the incoming distribution 132kV lines from Eskom and step-down transformers within substation yards. These transformers step down voltages from 132 to 33kV, 132 to 11kV and 33 to 11kV.
- b) Majority of the power transformers used within Msunduzi Electricity Supply Services' area of supply use oil natural air forced (ONAF) cooling method.
- c) The power transformers are also connected to neutral compensating/earthing resistors.

2.3 Circuit Breakers

The circuit breakers covered under this scope of work find applications in various areas within the distribution network of Msunduzi Municipality. Below is a brief description, ranges, and application of the circuit breakers.

- a) The 132kV and 33kV circuit breakers found inside major / primary incomer and distribution substations. Majority of these circuit breakers are outdoor with a few indoor circuit breakers. The Circuit breakers use oil, SF6, vacuum and nitrogen oil as arc quenching and insulating mediums.
- b) The 11kV circuit breakers are part of 11kV panels used in brick substations connected as a single bus bar in some cases with sectionalizers or couplers. The 11kV circuit breakers use oil, sulphur hexafluoride (SF6), vacuum and air as arc quenching and insulating mediums.
- c) The circuit breakers in the network are of different manufactures with different models depending on the age of the substation.
- d) Tests on these circuit breakers will be necessary during maintenance, fault-finding, and commissioning.

2.4 Instrument Transformers (CTs and VTs)

The instrument transformers covered under this scope will be for electrical protection, metering, and measurements purposes at the substations. The metering CTs / VTs may include those for revenue generation, monitoring of loads and network performance.

- a) The first type of CTs / VTs will be the ones installed used with the power transformers and majority of these CTs are outdoor type in the switching yards with communication wires connecting back to the control panel inside the control room. All these outdoor CTs / VTs are for application in the 132kV, 33kV and 11kV equipment. These CTs/VTs may be a combination of dry and wet type CTs / VTs.
- b) The second type of CTs / VTs will be the ones installed on 11kV circuit breaker panels and they are part of the indoor 11kV switchgear. These CTs / VTs are a dry type CTs / VTs with no oil or gel insulation.
- c) The Instrument transformers in the network are from different manufactures with different models depending on the age of the substation.
- d) Tests on these Instrument transformers will be necessary during maintenance, fault-finding, and commissioning.

2.5 Isolators

The isolators covered under this scope of work find application in various areas within the distribution network of Msunduzi Municipality. Below is a brief description, ranges, and application of the isolators.

- a) The 132kV and 33kV isolators found inside major / primary incomer and distribution substations. Majority of these isolators are outdoor with a few indoor isolators. The isolators use oil, SF6, vacuum and air as arc quenching and insulating medium.

- b) The 11kV isolators are part of 11kV ring main units used in brick substations connected. The 11kV isolators use oil, sulphur hexafluoride (SF6), vacuum and air as arc quenching and insulating mediums.
- c) The ring main units in the network are of different manufactures with different models depending on the age of the substation.
- d) Tests on these ring main units will be necessary during maintenance, fault-finding and commissioning.
- e) Some of the isolators include ring main units, magnifix, electro-switch and outdoor isolators on substation yards. These items may be part of independent outdoor containers or attached to transformers or miniature substations.

2.6 Auto Recloser

The Testing of Auto recloses under this scope of work in various areas within the distribution network of Msunduzi Municipality. Below is a brief description, ranges, and application of the Auto recloser.

- a) The Auto recloser test set should be able to perform all necessary tests and functionality on the Auto recloser unit.
- b) Auto Recloser are part of Msunduzi network mainly on the 11KV network.
- c) The Primary injection and Secondary injection tests are necessary on the Auto recloser to ensure functionality of the unit.
- d) Msunduzi Municipality has a variety of Auto reclosers on the Network, a universal test set is required to accommodate all types of Auto reclosers.
- e) The configuration of Autor recloer is key to installation purpose and operations e.g. section breaker for cables or Section breaker for lines.
- f) Modern Auto reclosers has two parts namely:
 - **Breaker** – The Mechanical operating part of the recloser to break or make (Open/Close) the circuit. The breaker is usually fitted with CT's and VT's inside.
 - **Control Panel**- The control part is where the configuration and programing are done for Auto recloser's functionality, operations and protection. The control panel is equipped with LCD screen to see all configurations. The configurations are done using the soft wear program with the use of communication cable and laptop, fewer configuration can be performed manually with the use of controls on the screen.

Table 8: Scope of tests under Section B. Apparatus and types of tests under this scope

TABLE 8: SCOPE OF TEST UNDER SECTION B		
No.	APPARATUS TO BE TESTED	APPLICABLE TESTS
1.	11/0.420kV Distribution transformers	Visual Inspection
		Insulation resistance tests
		Voltage Ratio Tests
2.	Power Transformers	Visual Inspection
		Sweep frequency response analyses test
		Tap Changer Testing
		Insulation resistance

		Tan delta
		Voltage Ratio Tests
		Oil Samples
3.	Circuit Breaker Tests	Circuit breaker speed
		Trip coil resistance
		Circuit breaker reclosing
		Insulation Resistance Testing
		Trip circuit testing
		Contact Resistance
4.	Current Transformer	Insulation resistance tests
		Polarity Testing
		Ratio Testing
		Secondary / Loop Resistance Test
		Burden Test
		Excitation/Magnetization Curve Test
		Primary Injection Test
		Voltage Withstand Test
5.	Voltage Transformer	Mechanical Check and Visual Inspection
		Primary and Secondary Winding Insulation Resistance
		Primary And Secondary Winding Resistance
		Ratio and Phase Displacement
		Separate Source Power Frequency Withstand Testing
		Induced Voltage Withstand Testing
		Partial Discharge Testing
6.	Isolators	Visual Inspection
		Contact Resistance
		Insulation Resistance test
7.	Neutral Earthing Resistor (NER)	Visual Inspection
		Resistance value test
		Primary/ Secondary Insulation resistance test
		Power frequency withstand test
		Incoming & Outgoing cable connection & integrity of Terminal
8.	Neutral Earthing Compensator (NEC)	Visual Inspection
		Winding Resistance test
		Voltage Ratio and Polarity
		No load current
		Complete voltage withstand tests
		Insulation resistance test
9.	Auto Recloser (ARC)	Visual Inspection
		Primary Injection test
		Secondary injection test

10.	MV/HV (132/33/11 KV) Bus bar	Insulation resistance test
		Circuit breaker speed
		Visual Inspection including mechanical torque spec on bolts.
		Bus Duct Withstand Voltage Test (Dielectric Test)
		Partial discharge
		Insulation resistance test

3.0 EVALUATION CRITERIA COVERS FOR SECTION B

Table 9: Mandatory Requirements

TABLE 9: MANDATORY REQUIREMENTS	Supporting Document	Submitted (Yes/No)
Two Test Technicians with Minimum: - Three years' experience in electrical testing/commissioning/fault finding/fault location/ trouble shooting on electrical switchgear. - Trade Tested Electrician or Technician (S4 National Diploma from a university of Technology).	- CV with detailed Experience and - Certified copy of Trade Test certificate or N Diploma (S4) Certificate certified by the commission of oath.	
Tenderers under SECTION B must complete TABLE 10 and Table 11 below in full.	- Completed Tables - Letter confirming ownership for all equipment offered, - Images showing serial numbers for all instruments offered.	

4.0 MINIMUM TECHNICAL REQUIREMENTS FOR TESTING EQUIPMENT

TABLE 10: Specification of Equipment Required for Section B.

TABLE 10: MINIMUM TECHNICAL REQUIREMENTS FOR TESTING EQUIPMENT			
NO.	TECHNICAL DETAILS	REQUIRED EQUIPMENT	OFFERED EQUIPMENT
SECTION B			
1.	SWEEP FREQUENCY RESPONSE ANALYSER (SFRA)		
	Input power	115-20VAC,50/60Hz	
	Output Voltage	20 V peak-to-peak at 50 ohms	
	Current	1 A	
	Output Protection	Short-circuit protected	
	Test leads	30 meters	
	Operating Temperature	0 to 50 degrees Celsius	
	Source Impedance	50 ohms	
	Measurement Chanel		
	Sampling	Simultaneous	
	Frequency Range	10 Hz to 25 MHz	
	Max. Sampling rate	100 MS/s	

	Measurement type	Short circuit and open circuit	
	Test Method	Sweep frequency	
	Input Impedance	50 ohms	
2.	CURRENT TRANSFORMER ANALYSER		
	Accuracy	1	
	Maximum current ratio	5000	
	Maximum output test voltage	1200V dc	
	Maximum output current	15A	
	Maximum test duration	10 min	
3.	POWER TRANSFORMERS		
	Operating Voltage	240V ac	
	Test voltage –	maximum 100V dc	
	Test current –	minimum 10A with 1A increments	
	Display	Digital (LCD)	
	Must have a built-in printer		
	Internal data storage	minimum 50 test records	
	External data storage	Be able to extract records via USB port	
	Must have an auto discharge unit	Yes	
	Computer interface	at least one RS232C Port	
	PC soft wear	Windows based	
4.	CIRCUIT BEAKER ANALYZER		
	Input Power	240V ac, 50 Hz	
	Dry contact inputs	3 Channels	
	Trigger input voltage	open/close: 30 -300V, DC or peak AC	
	Display	Back-lit LCD	
	Printer	Built in	
	Internal test records	minimum 50 records	
	Computer interface	one USB PC interface, one USB flash drive interface	
	PC software	Windows based	
5.	CONTACT RESISTANCE TESTERS		
	Input power	240V ac, 50Hz	
	Resistance reading range	maximum 5 Ohms	
	Maximum resistance reading	10 milliohms @ 200A, 5 ohms @ 1A	
	Accuracy	1%	
	Test current	maximum 200A	
	Display	Back lit LCD	
	Internal test records storage	Minimum 50 records	
	Computer interface	One RS 232 PC interface, One USB Flash drive interface	
	PC software	Windows based	
6.	5KV INSULATION RESISTANCE TESTER		
	Test voltage ranges	500V , 1000V , 5000V	
	Live circuit detector	Yes	
	Minimum Test voltage	500V dc	

5.0 APPLICABLE TEST INSTRUMENTS FOR SECTION B OF THE TENDER

NB: Tenderers must complete the required information on the table below and ensure to attach the following supporting documentation. Failure to submit these documents will lead to immediate disqualification.

- Images showing the device.
- Images showing the serial number for each device claimed for the tender.

Letter confirming ownership of devices from the company, quoting serial numbers for all devices claimed for the tender (*since the scope of this contract is a core function, therefore the tenders must own the required equipment, letter for intension to lease testing equipment will not be considered*)

Table 11: Test Instruments Applicable for Section B

TABLE 11: TEST INSTRUMENTS APPLICABLE FOR SECTION B					
Item No.	Name/Purpose of Test	Device Description	Description of device Offered by Tenderer brand name and manufacture and model		Quantity Offered
1.	Sweep frequency response analyzer test	Power Transformer Testing Equipment: -Sweep frequency response analyzer. (Minimum of 1 set)	Device Name		
			Manufacturer		
			Model		
			Serial number		
2.	Test performance of circuit breaker speed test	HV/MV Circuit Breaker Testing Equipment including CB speed testing. (Minimum of 1 set)	Device Name		
			Manufacturer		
			Model		
			Serial number		
3.	Testing of HV and MV Isolators	HV/MV Isolator Testing Equipment. (Minimum of 1 set)	Device Name		
			Manufacturer		
			Model		
			Serial number		

4.	Testing of auto reclosing devices	Auto Re closer Testing Equipment. (Minimum of 1 set)	Device Name		
			Manufacturer		
			Model		
			Serial number		
5.	Portable Generator or DC-AC invertor with battery pack	Backup power supply where AC Supply is not available. (Minimum of 1 set)	Device Name		
			Manufacturer		
			Model		
			Serial number		
6.	Insulation resistance tester	Insulation Resistance analyzer (Minimum of 1 set)	Device Name		
			Manufacturer		
			Model		
			Serial number		
7.	Hot Spot detector	Infrared detector /scanner for Electrical Hot spot (Minimum of 1 set)	Device Name		
			Manufacturer		
			Model		
			Serial number		

Test instruments on the table below are not mandatory for section B however, service providers will be required to furnish information on the table below, since testing of testing of VTs and Auto reclosers is part of the contract scope.

No.			
	TECHNICAL DETAILS	REQUIRED EQUIPMENT	OFFERED EQUIPMENT
1.	VOLTAGE TRANSFORMER TEST SET		
	Input Voltage	100 to 265V	
	Temperature	-100 ⁰ C to 500 ⁰ C	
	Insulation resistance Test	yes	
	Voltage ratio	yes	
	Polarity Test	yes	
	Burden Test	yes	
	Winding resistance	yes	

	Device Name		
	Manufacturer Model		
	Serial number		
2.	AUTO RECLOSER TEST SET		
	No of output	3	
	Current Range I	3x1.25A	
	Current Range II	3x12.5A	
	Current Range III	3x8V	
	Frequency Range	50/60 Hz	
	connection	Test interface	
	DC Range I	100 μA	
	DC Range II	1 mA	
	Temperature drift	+ 20 °C ... + 50 °C	
	Device Name		
	Manufacturer Model		
	Serial number		

5.1 FUNCTIONAL EVALUATION FOR SECTION B

Tenderers meeting the above Mandatory Requirements of the tender shall be evaluated on a two stage Evaluation system- Stage one - Functionality and stage Two: 80/20 Point system in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporation Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework act, Act No.5 of 2000.

The Tenderer's experience and equipment applicable to the nature of works mentioned herein shall be scored against a maximum of 70 points in stage one. Functionality, where the Tenderer with the most experience and equipment pertaining to the nature of work mentioned herein (Section B) shall score a maximum of 70 points. Tenderers will be evaluated on compliancy based on the specifications and requirements of the tender.

Only tenderers who scored a minimum threshold of 49 points (70%) out of an eligible maximum of 70 points for functionality in stage one, will be further considered for stage two: 80/20 preference point system.

5.2 STAGE ONE: SECTION B FUNCTIONALITY

Table 12: Technical Evaluation Criteria (Section B)

TABLE 12: TECHNICAL EVALUATION CRITERIA (SECTION B)				
Key aspect of criterion	Basis for points allocation	Score	Maximum points	Verification method
Previous Experience of the bidder	Number of successfully completed similar projects (electrical equipment testing, fault location, commissioning)	8 Points per successfully completed project up to a maximum of 5 projects.	40	(Award letter / appointment letter / purchase order) and (Completion letter / referral letter / completion certificate) per project.

				Name of traceable
Semi-skilled worker or electrical engineering Interns / apprentices	CV of the semi-skilled/intern/apprentice and certified copies of qualification by the commission of oath	5 points per semi-skilled worker	10	CV and a certified copy of a certificate in electrical Engineering, or minimum N2 in electrical engineering
Vehicle to execute the work	Bakkie to carry tools and testing equipment	10 points per Vehicle	20	Copy of logbook registered under company name
Total Points			70	

NB: Tenderers must submit all required documents as verification method. Failure to submit all required documents will lead to no points awarded.

Only tenderers who scored a minimum threshold of 49 points (70%) out of an eligible maximum of 70 points for functionality in stage one, will be further considered for stage Two: 80/20 preference point system below.

5.3 STAGE TWO: 80/20 PREFERENCE POINT SYSTEM

Tenderers meeting the minimum threshold of 49 points (70%) out of an eligible maximum of 70 points for Functionality in Stage one, will be further considered for stage Two: 80/20 Preference point system below.

Price : 80 Points

Preference Points (Specific Goals) : 20 Points

Total Points : 100 Points

The allocation of preference points will be according to the following specific Goals:

Table 13: Stage Two Preference Points (Specific Goals for Section B)

TABLE 13: STAGE TWO PREFERENCE POINTS (SPECIFIC GOALS FOR SECTION B)			
No.	Specific Goal	Points	Requirement/Verification
1.	Race: Enterprise with at least 51% black ownership.	10	CSD/CIPC Utility bill/ CK Certificate/ Lease agreement
2.	Locality:		
2(a)	Within Msunduzi Area	10	
2(b)	Within uMgungundlovu Area.	8	
2(c)	Within Kwa-Zulu Natal (KZN).	5	
Total Points		20	

5.4 PRICE SCHEDULE SECTION B

5.4.1 WORK OUTSIDE NORMAL WORKING HOURS.

The Msunduzi Municipality may pay Service Providers a standby allowance of six hundred and twenty-two rand sixty cents (R622.60) per day on standby duty should it be deemed necessary to have a standby team.

5.4.2 CONTRACT PRICING FOR THE PANEL OF CONTRACTORS

The Msunduzi Municipality has supplied tender rates on **TABLE 14** below that will be used as common rates for Service Providers under Section B that will be appointed on the panel.

Table 14: Price Schedule with Tender Rates and Transport Cost To Site (Section B)

TABLE 14: PRICE SCHEDULE WITH TENDER RATES AND TRANSPORT COST TO SITE (SECTION B)			
No.	Apparatus to be Tested	Applicable Tests	Testing Rate
3.	11/0.420kV Distribution Transformers	Voltage ratio tests.	R 2,400.00
		Insulation resistance tests.	
		Visual Inspection.	
4.	Circuit Breaker Tests	Circuit breaker speed.	R 4 000.00
		Trip coil resistance.	
		Circuit breaker reclosing.	
		Insulation resistance testing.	
		Trip circuit testing.	
5.	Current Transformer	Insulation Resistance Tests.	R 1,375.00
		Polarity Testing.	
		Secondary / Loop Resistance Test.	
		Burden Test.	
		Excitation/Magnetization Curve Test.	
		Primary Injection Test.	
		Voltage Withstand Test.	
		Mechanical Check and Visual Inspection.	
6.	Voltage Transformer	Primary and Secondary Winding Insulation Resistance.	
		Primary And Secondary Winding Resistance.	

		Ratio and Phase Displacement.	R 1,375.00
		Separate Source Power Frequency Withstand Testing.	
		Induced Voltage Withstand Testing.	
		Partial Discharge Testing.	
		Visual Inspection.	
7.	Isolator	Contact Resistance Test.	R 2,650.00
		Insulation Resistance.	
		Visual Inspection.	
8.	Partial Discharge	Partial Discharge testing per point (132/33/11kV)	R 1,200.00
9.	Hot Spot Detector	MV/HV (132/33/11kV) Electrical apparatus hot spot detection per board	R 4,950.00
10.	MV/HV (132/33/11/kV) Bus Bar Testing	Bus bar testing per board.	R 2,750.00
11.	Auto Recloser Unit Testing	Primary Injection.	R 2,365.00
		Secondary Injection.	
		Insulation resistance.	
12.	NEC/NER	For standalone NEC/NER complete testing.	R 2,420.00
13.	Earth mat test	Earth resistance test.	R 2,500.00
14.	Standby Allowance	Standby Allowance per day	R 622.60
15.	Power Transformer Testing (132/88/33/11KV) Covers the following tests, detailed report, and technical analysis of the test results per power transformer	Ratio Tests	R 36,425.00
		Sweep Frequency Response Analysis (SFRA) test.	
		Impedance test	
		Power factor on windings and Bushings	
		Tan delta	
		Insulation resistance test	
16.	Testing Transformer oil samples	Collect Transformer oil samples, get the samples tested at an accredited laboratory and provide a detailed analysis report.	R 7000.00
17.	Accredited Special Training with Certification	This rate will be quotation based as mentioned. Refer to section 31.0 of the document.	Quotation based
3.	Standby allowance	A Standby allowance per day should it be deemed necessary.	R 622.60
	Total Price		R 72 655.20
	Add 15% VAT		R 10898.28
	Total Price (Including 15% VAT)		R 83 553.48

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6 EQUIPMENT CALIBRATION

- a) The service provider(s) must submit calibration certificate for their equipment annually for the duration of the contract.

7 AREA OF SUPPLY

Msunduzi Area of supply.

8 QUANTITIES

- a) The Msunduzi Municipality will appoint a minimum of one service provider and a maximum of three service providers per section on this contract. The work will be distributed amongst the successful service providers in the most reasonable and practical manner possible. It is not possible for Msunduzi Municipality to quantify the amount of work on this contract because the need will come from the number of faults and projects to be undertaken.
- b) In a case where more than one (1) service provider is appointed, the service providers will receive work on a rotational basis for the duration of the contract. The service providers will be engaged on an “as and when” required basis.
- c) The Municipality will pay for faults successfully identified and equipment that has been successfully tested, diagnosed and report submitted. The service provider will not receive payment for faults if the fault is not located and equipment test result are not submitted.

9 ACCESS AND RESPONSIBILITY

9.4 Competency, Regulations and Substation Keys

- a) All the testing work must be in line with Pietermaritzburg Electricity Operating Regulations and Safety Rules for Low, Medium and High Voltage Systems. The service provider must send their qualified technicians to write test and pass to acquire the competent certificate in terms of the Msunduzi Municipality operating regulations before the service provider begins work.
- b) Only the competent person(s) employed by the service provider will work on behalf of the service provider, if the service provider appoints a new employee, that employee will be subjected to competency testing before the employee may execute work. The replacement or new employee(s) must have the qualifications relevant to the test technician as indicated in mandatory requirements.
- c) Msunduzi Municipality officials will always open the substations and live chambers for testing purposes and the service provider will not receive substations keys for the contract period.
- d) The service provider will be working on dead mains as per Msunduzi Municipality Electricity Supply Services operating regulations, it is therefore not necessary for the substation keys to be issued to the service provider.

10 WORK PERMITS AND SANCTION TO TEST

- a) Where there is work on MV circuits (11kV), Msunduzi Municipality official or representative will isolate the electrical circuit and open work permit or sanction to test. The permit/sanction to test will clearly state the circuit on which the testing procedure will be carried out. The service provider must also fill their details and sign the Permit to work or sanction to test before and after completion of such work.

- b) More details on the permit to work and sanction to test can be found on section 2 of the operating regulations.
- c) The Municipal representative will perform necessary procedures to confirm and prove that the circuit is dead in the presence of the service provider. Where test pods/plugs must be inserted for testing, Msunduzi representative shall do so before handing over the circuit to the service provider.
- d) When testing is to be carried out on LV circuits (Any voltages from (1-1000V), the circuit must be completely isolated and made ready for testing by the Municipal representative. The service provider must confirm the status of that circuit by using the basic electrical safety procedures before work starts.
- e) Customer connections must be isolated by the Msunduzi representative before any testing on low voltage cable to ensure that customer meters and equipment are not affected.
- f) When testing is to be carried out on switchgear or transformers any equipment electrically connected to it must be observed as per procedures in item (g) below.
- g) For step down medium voltage, transformers and switchgear Msunduzi Municipality representative must perform the normal medium voltage procedures, open the permit or sanction to test before handing over the apparatus to the service provider for testing.
- h) For high voltage step up or down power transformers and switchgear, Msunduzi Municipality representative must isolate, test and earth affected apparatus in the presence of the service provider. Open permit or sanction to test before handing over the apparatus to the service provider for testing.
- i) The service provider must fill in a pre-task risk assessment form prior to commencement of work.

11 EXPERIENCE

- a) The service provider and their staff must have at least three years' experience in the services and all fields required by the contract.
- b) Details of relevant work, previously undertaken, must be provided together with contactable references.

11.4 WORK HOURS

- a) Msunduzi Municipality operates on twenty-four (24) hour, seven (7) days a week basis. Normal shift starts from 07h00 to 15h45 from Monday to Friday. The standby (on call) shift starts 15h45 weekdays until 07h00 in the next morning. Msunduzi Municipality operates on 24 hours standby arrangement on weekends to address problems that may arise and for normal operations.
- a) The service provider must have resources available in line with the Msunduzi Municipality working/operating hours mention above.
- b) A monthly roaster may be put in place to indicate which service provider will be on standby, should the need arise. The Municipality reserves the right to decide on the necessity for standby.

12 RESPONSE TIMES

- a) Service providers must respond to an emergency call-out and report to site within one (1) hour.
- b) Upon commencement of cable testing, a single cable fault must be pinpointed or located within the following periods:
 - LV fault – 1 hour
 - MV fault – 2 hours
 - HV fault – 2 hours
- c) Testing of transformers, switchgear, cable route testing, cable ID, earth tests, pressure tests and mega phasing must also be complete within the duration of 2 hours.
- d) Testing of Power transformers must be complete within the duration of 8 hours.
- e) In case the service provider is not able to complete the tasks given within the specified duration, they must notify the relevant officials or Msunduzi Municipality representative.
- f) The service provider must complete the allocated task; however, the contractor will only be paid the stipulated hours to complete each fault, and any excessive hours beyond the stipulated hours will not be paid to the service provider unless proper evidence for excessive fault duration is provided.
- g) Failure of service provider to perform tasks tendered for within the contract, scope of work will be regarded as non-conformance, and it will have an impact on the service provider's performance. If the service provider fails to perform its duties, the service provider will not receive remuneration for any work that the service provider failed to conduct. Failure of the service provider to meet contract obligations may lead to termination of the contract.

13 REPORTS

- a) The service provider must supply the Engineer or engineer's representative with their shift roster for available resources if there is a need for implementation of standby duty for service providers.
- b) Msunduzi Municipality will issue the service provider with test report format which must be submitted as soon as the testing is completed for capturing purposes and further action to be taken by the relevant section from Msunduzi Municipality's Electricity Supply Services.
- c) The Msunduzi Municipality may choose to develop standard report template for test results to be in line with the operating regulations.

14 TRAVELLING

- a) The travelling / transportation cost are included on the tender rates.

15 ROSTER

- a) The service provider must supply the Engineer or engineer's representative with their shift roster for available resources.
- b) The Msunduzi Municipality may issue out a standby roster indicating when the service provider must be available for standby duty if more than one service provider on this contract is required.

16 CONTRACT PERIOD

The contract period will be three (3) years from date of award on an “as and when required basis”.

17 PLACE OF DELIVERY

Msunduzi Municipality's Area of Supply.

18 PRESENTATION

Tenderers must present proof of ownership of test equipment and vehicles claimed on tender.

19 RETENTION

N/A

20 INSURANCES

Public liability insurance to the value of five (5) million for any single claim, and Works insurance of one (1) million must be kept in force for every project, which will commence as soon as the circuit to be tested is handed over to the service provider until the signing off that project.

21 PENALTIES

A penalty will be levied per hour for failing to report to relevant Msunduzi Municipality call out site within stipulated response time mentioned in this contract and failure to respond for 24hours consecutively will lead to termination of contract.

Contract per hour penalty rate will be stipulated on the service level agreement upon final award.

22 COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.

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

1. The OHS Act (Act 85 of 1993)
2. The compensation for occupational injuries and diseases act (act 130 of 1993) (covid act)
3. The Labour Relations Act (Act 66 of 1995)
4. The basic conditions of employment act (act 3 of 1983) (BCE act)
5. The income tax act (act 58 of 1962)
6. The value added tax act (act 89 of 1991)
7. The engineering profession act of south Africa (act 114 of 1990)
8. CIDB regulations
9. Municipal Finance Management Act (MFMA)
10. SABS/SANS and British Standards
11. Msunduzi Municipality Bylaws
12. Pietermaritzburg Electricity Operating Safety Rules and Regulations for High and Medium Voltage Systems.

23 DEFECTS LIABILITY PERIOD

The service provider will be liable for any damage to Msunduzi Electrical infrastructure, consumer's infrastructure and any injury to persons incurred resulting from the actions or negligence of the service provider or service provider's employees or it representatives during the contract period.

24 DRAWINGS

Where applicable the Msunduzi Municipality will issue drawings for any apparatus to be tested. It is the responsibility of the service provider to request a set of drawings or assistance from the engineer or his representative if tasked with work on equipment that they do not fully understand in terms of the equipment's operating principle, connection, or its location.

25 INSPECTION OF SERVICE PROVIDER 'S PREMISIS

- a) Msunduzi Municipality reserves the right to inspect tenderers premises and equipment at any given time before award, during evaluation and during the contract period.
- b) In case of equipment or vehicles being damaged/fault/involved in an accident to a point that they are beyond repairs after submission of tender or during adjudication.
- c) The tenderer must have all equipment on site during the site inspection as per tender submission.
- d) The tenderer must submit all record of scrapping for the old equipment supplied on tender and submit details of new equipment to be considered by Msunduzi Municipality. This shall also apply to replacement of equipment during the duration of the contract post award.

26 BID BRIEFING

A compulsory Tender Briefing Meeting will be held prompt at 10h00 on Friday, 17 January 2025, in the Electricity Department's Boardroom, 1st Floor, Administration Office Block, 111 Havelock Road, Pietermaritzburg, 3201. Tenderers arriving at the meeting after the stipulated starting time above will be disqualified. Further, all tenderers attending the meeting must be in possession of a complete tender document failing which the Tenderer shall be disqualified. Only one representative per Company or Consortium will be allowed to attend the above meeting. No person will be allowed to represent more than one Company at the meeting.

27 ESCALATION

The rates will remain fixed for the first year of the contract and an increase based on CPIX will apply for the remaining years.

Escalations will become applicable in the thirteenth (13) Month using the twelve (12) months as a based date.

28 MAINTENANCE PERIOD

N/A

29 MATERIALS

In case where the service provider incorrectly located a fault and the Municipality attempts to repair a fault without success and it can be proven that the service provider's false identification is the cause of incorrect repair, the service provider will have to pay expenses incurred by the Municipality because of the false identification. Msunduzi should invoice the service provider or deduct money from the service provider depending on the cost of incurred expenses.

30 ACCREDITED SPECIAL TRAINING WITH CERTIFICATION

- a) In cases where the Msunduzi Municipality requires special training with certification [i.e. MV/HV Switching Regulations, MV Testing, Electrical Protection, SCADA Programs]. The service provider will be required to source quotations and manage training process on behalf of the Msunduzi Municipality.

- b) The service provider will be paid a 10% markup fee for outsourcing the accredited training. If the training is offered by the service provider, the 10% markup will not be applicable.
- c) The Msunduzi Municipality reserves the right to select appropriate and accredited training provider to offer the training services, based on quotations presented sourced from accredited training providers.

31 SKILL TRANSFER AND SPECIAL TRAINING CERTIFICATION

a) Normal skills transfer training.

Successful tenderers will be expected to establish normal skills transfer program for Msunduzi Municipality Employees on the work that is associated with services that are part of the scope of the contract if such a need arises. The Msunduzi Municipality will not pay any fee for the normal skills transfer program; fees will be applicable for training mentioned in this report.

b) Special training with certification

In cases where the Msunduzi Municipality requires any special training with certification [i.e. MV Switching, MV Testing, Electrical Protection, SCADA Programs]. The service provider will be required to source quotations from accredited training providers and manage training process on behalf of the Municipality. The Msunduzi Municipality reserves the right to choose other methods outside this contract to source the special training with certification.

32 PRE-DELIVERY INSPECTION

- a) Msunduzi Municipality reserves the right to conduct physical verification/inspection of testing devices and vehicles offered as part of the tender submission as part of the evaluation process.
- b) The tenderer(s) may only commence with the work once their technicians have been through competency training and passed the tests set out by the Msunduzi Municipality.

THE MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

**ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
WITHIN THE DISTRIBUTION NETWORK OF THE MSUNDUZI MUNICIPALITY**

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	E36 OF 2024	CLOSING DATE:	31 January 2025	CLOSING TIME:	12H00
DESCRIPTION	<u>ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS WITHIN THE DISTRIBUTION NETWORK OF THE MSUNDUZI MUNICIPALITY</u>				
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	Dick Mthembu
CONTACT PERSON	VINESH GOVENDER	TELEPHONE NUMBER	033-392 5043
TELEPHONE NUMBER	033 – 392 2027	CELLULAR NUMBER	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	vinesh.govender@msunduzi.gov.za	dick.mthembu@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

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

**ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
WITHIN THE DISTRIBUTION NETWORK OF THE MSUNDUZI MUNICIPALITY**

DATA SHEET 2: STATEMENT OF PREVIOUS EXPERIENCE

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

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

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

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

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

Signature Date

THE MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

**ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
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I/We do hereby declare that the Municipal Fees of *(Full Name of Tenderer)*

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

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

(Attach a copy of the current Utility Bill)

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

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

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of :-

Physical Address.....

.....

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

THE MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

**ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
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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

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

**ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
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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

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

**ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
WITHIN THE DISTRIBUTION NETWORK OF THE MSUNDUZI MUNICIPALITY**

DATA SHEET 8: AUTHORITY TO SIGN DOCUMENT

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

.....

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

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:-

(1) Full Name:

Signature:Date.....

(2) Full Name:

Signature:Date.....

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

THE MSUNDUZI MUNICIPALITY

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**ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
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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

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

**ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
WITHIN THE DISTRIBUTION NETWORK OF THE MSUNDUZI MUNICIPALITY**

DATA SHEET 10 - SITE INSPECTION/TENDER BRIEFING CERTIFICATE

As required by the General Conditions of Contract, I/we attended the Tender Briefing Meeting on the date specified below.

I/We carefully examined the contract documents, and have made myself/ourselves fully conversant with all the circumstances likely to influence the cost of the Works.

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

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

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

This will certify that _____ (Name)

Representing _____ (Firm)

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

_____ day _____ Month _____ Year

SIGNATURE OF TENDERER: _____

SIGNED: _____ DATE: _____

for ENGINEER

THE MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

**ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
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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, in her absolute discretion, 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

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

**ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
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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**SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B****ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
WITHIN THE DISTRIBUTION NETWORK OF THE MSUNDUZI MUNICIPALITY****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

- 1.6 The organ of state reserves the right to require of a Service Provider, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where: -

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

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

box)

5.1.1 If yes, indicate:

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

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

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

(Tick applicable box)

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

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

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number.....

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

6.6 COMPANY CLASSIFICATION**[TICK APPLICABLE BOX]**

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

6.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number:

Stand Number:

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

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

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

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

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

ADDRESS:

.....

THE MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

**ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
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TAX CLEARANCE CERTIFICATE

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

THE MSUNDUZI MUNICIPALITY

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CIPC REGISTRATION CERTIFICATE

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

THE MSUNDUZI MUNICIPALITY

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

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

A full Report is required for adjudication purposes

THE MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT E36 OF 2024-SECTIONS A AND B

**ELECTRICAL TESTING AND FAULT LOCATION SERVICES ON ELECTRICAL APPARATUS
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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.