



CLUSTER

TRADING SERVICES

UNIT

ELECTRICITY

DEPARTMENT

HV OPERATIONS

PROCUREMENT DOCUMENT

GOODS / SERVICES

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

Tender No: 27845-5E

Title: DESIGN, MANUFACTURING, TESTING, SUPPLY, DELIVERY AND TRAINING OF CABLE TESTING AND DIAGNOSTIC EQUIPMENT

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: There will be no clarification meeting.

Queries can be addressed to:

General / Contractual: Nyaniso Mliilo; Tel: 031-311-9282; eMail: Nyaniso.Mliilo@durban.gov.za

Technical: Mlondolozzi Sosibo; Tel: 031-322-1100; eMail: Mlondolozzi.Sosibo@durban.gov.za. Email queries to be submitted by 19 March 2024 and consolidated answers to questions will be uploaded 26 March 2024.. Email queries to be submitted by 19 March 2024 and consolidated answers to questions will be uploaded 26 March 2024.

DELIVERY OF TENDERS

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

Closing Date: Friday, 05 April 2024

Time: 11:00am

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: HV OPERATIONS

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES / NO
(circle applicable)

NAME OF TENDERER:	VAT Registered: YES / NO
Tender Price: R	(circle applicable)

PROCUREMENT DOCUMENT (Goods / Services)**INDEX**

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SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY
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TENDER No.: 27845-5E

DESCRIPTION: **DESIGN, MANUFACTURING, TESTING, SUPPLY, DELIVERY AND TRAINING OF CABLE TESTING AND DIAGNOSTIC EQUIPMENT**

CLOSING DATE / TIME: Friday, 05 April 2024 at 11:00am

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

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

Electronically downloaded documentation should be printed by the tenderer.

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

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

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

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

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

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

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

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

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

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

 -

 -

Cell phone Number:

Facsimile Number:

Circle Applicable

Is your entity registered on the **eThekwini Municipality's supplier database?** YES / NO

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

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?** YES / NO

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

Insert a SARS Tax Compliance Status PIN

Is your entity VAT registered? YES / NO

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

Has a **Declaration of Municipal Fees** been submitted? YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted? YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted? YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted? YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted? YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted? YES / NO

Are you the accredited representative in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission. YES / NO

Signature of Tenderer: Date:

Name / Surname: (in block capitals)

Capacity under which this tender is signed:

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

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SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

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

2. CONDITIONS OF TENDER & CONTRACT

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

Complete Acceptance of Conditions

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

3. TENDER INFORMATION

(1) General

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

(2) Obtaining Tender Documentation

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

(3) Queries Relating to this Tender

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

(4) Briefing Session (Clarification Meeting)

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

(5) Closing Date and Delivery of Tender Submissions

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

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

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

(6) Tender Validity and Withdrawal of Tenders

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

4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES

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

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

(5) Municipal Bidding Documents (which includes):

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

(5) **Official Tender Form** (see Section 9)1) **Legal Status of Tenderer**

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

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

(b) **Signing of Official Tender Form**

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

(c) **Authority of Signatory**

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

(d) **Differences or Discrepancies**

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

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

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

6. **SAMPLES**

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

7. **MANUFACTURERS**

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

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

8. **CLARIFICATION**

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

9. **PRICING**

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

(1) **Nett Prices**

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

(2) **Unit Prices**

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

(3) **Firm Tenders**

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

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

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

10. **ESTIMATED QUANTITIES**

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

11. **DELIVERY, RISK, PACKAGES, ETC**

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

12. RATES OF EXCHANGE

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

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

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

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

13. IMPORT PERMITS

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

14. EVALUATION PROCESS

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

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

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

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

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

(1) Evaluation points awarded for the financial offer:

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

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

GOODS and SERVICES

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where the value of W is:

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

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

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

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

(2) Evaluation points awarded for preference:

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

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS**(1) Bribery**

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

(2) Communication, Councillors and Officials

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

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

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

16. NEGOTIATIONS WITH PREFERRED BIDDERS

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

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

17. CANCELLATION OF TENDER PROCESS

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

18. ACCEPTANCE OF BID

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

19. PAYMENT and FACTORING

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

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

20. APPEALS

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

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

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

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

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

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a cover page and 63 pages.

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

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

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

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

General and Contractual Queries are to be directed to:

[Nyaniso Mlilo; Tel: 031-311-9282; eMail: Nyaniso.Mlilo@durban.gov.za](mailto:Nyaniso.Mlilo@durban.gov.za)

Technical Queries are to be directed to:

[Mlondolozzi Sosibo; Tel: 031-322-1100; eMail: Mlondolozzi.Sosibo@durban.gov.za](mailto:Mlondolozzi.Sosibo@durban.gov.za). Email queries to be submitted by 19 March 2024 and consolidated answers to questions will be uploaded 26 March 2024.

SCT 3(4) TENDER INFORMATION: Briefing Session

[There will be no clarification meeting.](#)

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

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **[located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road \(Old Fort Rd\), Durban](#)** (and not any other municipal department), no later than: **[Friday, 05 April 2024 at 11:00am](#)**.

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

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

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

SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES

The additional returnable schedules, forms, which can **be found in Section 10**, are:

- Annexure 10.1: Specific requirements for item 1: Very Low Frequency (VLF) Test set.
- Annexure 10.2: Specific requirements for item 2: 33kV Phasing sticks.
- Annexure 10.3: Specific requirements for item 1: Cable fault location equipment.
- Annexure 10.4: Technical Requirements of the HV Diagnostic Test Equipment.
- Annexure 10.4: Technical Requirements of the HV Diagnostic Test Equipment (concluded).
- Annexure 10.5: Technical Requirements of a Partial Discharge Detection Equipment.
- Annexure 10.6: Delivery Periods.
- Annexure 10.7: Bidder’s Questionnaire.

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

The specified delivery point is Building No. 10, High Voltage Cables, 11 Electron Road, Umgeni Business Park, Durban, 4001

SCT 14 EVALUATION PROCESS

14.1 Price and Preference

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

14.2 Preference Point System and Specific Goals

The definitions as per the SCM Policy are applicable.

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

Ownership Goal

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Goal Weighting 100%			
Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	0%	0	N/A
	>0% and <51%	4	N/A
	≥51% and <100%	7.5	N/A
	100%	10	N/A
Gender: Female (w2)	0%	0	N/A
	>0% and <51%	3.2	N/A
	≥51% and <100%	6	N/A
	100%	8	N/A
Disabilities (w3)	0%	0	N/A
	>0% and <51%	0.8	N/A
	≥51% and <100%	1.5	N/A
	100%	2	N/A
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) <ul style="list-style-type: none"> • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. • B-BBEE Certificate of the tendering entity. • Consolidated B-BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust. 			
The Category Weightings of the Ownership Categories will be: w1 = 50%, w2 = 40%, w3 = 10% (where: w1 + w2 + w3 = 100%)			

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)**ACT 1 ELIGIBILITY – CSD REGISTRATION**

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

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

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

SECTION 4: RETURNABLE TENDER DOCUMENTS

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

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

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

1) AUTHORITY OF SIGNATORY

Reference is made to the Conditions of Tender: **Clause 4(5)(c)**.

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

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

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

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. **27845-5E** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

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

- If a Company : a "Resolution of the Board" in this regard.
- If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

3) DECLARATION OF MUNICIPAL FEES

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

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

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

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

<u>Account</u>	<u>Account Number:</u> to be completed by tenderer.
Consolidated Account No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Electricity	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Water	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Rates	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Other	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekweni Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

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

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

NAME (Block Capitals):

Date

SIGNATURE:

.....

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

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

Declaration by Tenderer

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

NAME (Block Capitals):**Date****SIGNATURE:**

.....

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

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

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

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

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

3.1 Name of enterprise

Name of enterprise's representative

3.2 ID Number of enterprise's representative

3.3 Position enterprise's representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

Circle Applicable	
YES	NO

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

.....

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

If yes, furnish particulars:

.....

.....

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? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
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? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.12 Are any of the company's directors, trustees, managers, principal shareholders, or stakeholders in service of the state? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principal shareholders, or stakeholders in service of the state? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.14 Do you or any of the directors, trustees, managers, principal 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 ? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		

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

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

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

NAME (Block Capitals): _____ **Date** _____

SIGNATURE: _____

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

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

	Circle Applicable	
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.	
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1 If YES, provide particulars.	
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1 If YES, provide particulars.	

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

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

NAME (Block Capitals): _____ **Date** _____

SIGNATURE: _____

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

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

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

1.0 GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the **80/20 preference point system**.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.

1.5 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

2.1 “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

2.2 “**price**” means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 “**tender for income-generating contracts**” means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

2.5 “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

80 / 20 Points System

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

then the municipality must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	10	n/a		n/a
Ownership Goal: Gender (female)	8	n/a		n/a
Ownership Goal: Disabilities	2	n/a		n/a
Total CLAIMED Points (20 Maximum)				n/a

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 2) The information furnished is true and correct.
- 3) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 4) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 5) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

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

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - b) been convicted for fraud or corruption during the past five years.
 - c) wilfully neglected, reneged on, or failed to comply with any government, municipal or other public sector contract during the past five years.
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

4.1.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

4.2.1 If YES, provide particulars.

.....

.....

YES	NO
-----	----

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 YES, provide 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 YES, provide particulars.

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

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

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

NAME (Block Capitals): _____ **Date** _____

SIGNATURE: _____

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

SECTION 5: CONDITIONS OF CONTRACT**GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)**

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

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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- 1. Definitions**
The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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

13. **Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, **including additional services**, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. **Spare parts**
- 14.1 **As specified**, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. **Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, **unless specified otherwise**.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, **within the period specified** and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) **within the period specified**, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. **Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract **shall be specified**.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand **unless otherwise stipulated**.
17. **Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any **price adjustments authorized** or in the purchaser's request for bid validity extension, as the case may be.
18. **Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. **Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. **Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. **Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the **time schedule prescribed** by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

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

- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of Contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
- 34. Amendment of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

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

SCC 1.2 CONTRACT

This contract will commence and terminate on occurrence of the following events respectively:

- on the day of the letter of award
- 36 months

SCC 7.1 PERFORMANCE SECURITY

The liability of the Performance Security shall be Nil.

SCC 9.2 PACKING

Each test unit shall be housed in a single enclosure that can withstand rough handling. The enclosure shall be adequately protected against highly corrosive environment and shall have an IP54 protection rating in accordance with IEC 60529.

SCC 10.1 DELIVERY AND DOCUMENTS

The successful Bidder shall be given a period of three months to have the equipment delivered to Building 10, High Voltage Cables, 11 Electron Road, Umgeni Business Park, Durban, 4001 from the date of the order. Upon delivery the equipment must be assembled and tested to ensure proper functioning. Test certificates should also be provided upon delivery. The contract number and each item should have a labeled description.

SCC 12.1 TRANSPORTATION

The cost of transporting and offloading should be included in the bid price.

SCC 13.1 INCIDENTAL SERVICES

After market support services should be provided for a minimum of 12 months after delivery of the equipment.

SCC 14.1 SPARE PARTS

Suppliers must ensure that parts are available for repairs, and they are local. These parts should be available almost immediately and should not take longer than 30 days to reach eThekweni Electricity, HV Cables.

SCC 15.4 WARRANTY

At least 1 year warranty for the repair or replacement of goods.

SCC 16.1 PAYMENT

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

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

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

SCC 17 PRICES

Prices are fixed for each of the 12-month period(s) as specified on the Official Tender Form.

SCC 21.1 DELAYS IN THE SUPPLIER'S PERFORMANCE

The time schedule for the delivery of goods and performance of services is at most 30 days after the tender has been approved.

SCC 22.1 PENALTIES

If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price (as a penalty):

- A penalty of 5% of the order value for each week delivery is delayed.

The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

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

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

ACC2 QUALITY OF PRODUCTS

No inferior products will be accepted under this enquiry.

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

ACC3 SATISFACTORY PERFORMANCE

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

ACC4 RATE OF EXCHANGE VARIATION

Where the goods are imported the Contractor shall within seven days of date of Official Purchase Order, arrange through his bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The Contractor shall notify the Municipality as soon as possible thereafter regarding the rate which has been fixed on such forward exchange. The forward cover shall be from a reputable South African bank. The Contractor is to confirm with the employer prior to placing forward cover if the service provider is acceptable.

Any increase or decrease between the basic rate of exchange as at 12:00 on the date of close of the bid and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the Municipality. Upon the failure of the Contractor to arrange forward exchange cover, the Contractor shall be liable should there be an increase in the basic rate of exchange occurring after the last-mentioned date.

The bank charges incurred in obtaining the forward exchange cover must be included in the Tenderer's bid.

ACC5 ESTIMATED QUANTITIES

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

SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES

Scope of Supply / Services

- 1.0** The cable testing and diagnostics equipment are used for diagnosing, testing, pre-locating, and pinpointing conductor and insulation faults in High Voltage underground power cables.
- 2.0** The scope of this specification covers the design, manufacturing, testing, supply, delivery and training of cable testing and diagnostic equipment. The items covered in this specification are as follows:
- 2.1 Cable Fault Location System**
- 2.1.1 Voltage Surge Generator
- 2.1.2 Time Domain Reflectometer
- 2.1.3 Cable Fault Pinpointing Set
- 2.2 Cable Sheath Fault Location System**
- 2.2.1 Cable Sheath Tester
- 2.2.2 Cable Sheath Fault Locator Set
- 2.3 Very Low Frequency AC voltage tester**
- 2.4 HV Link Sticks**
- 2.5 Partial Discharge Tester**

Specifications

3.0 OPERATING CONDITIONS

- 3.1** The equipment shall be designed to operate satisfactorily when subjected to the following operating conditions:

3.1.1.	Climate	Humid, salt-laden, and sub-tropical
3.1.2.	Altitude	From sea-level to 1 800 m
3.1.3.	Ambient temperature	From -5°C to 40°C
3.1.5.	Maximum relative humidity	95%
3.1.6.	Mean annual value of solar radiation	1.0 kW/m ²
3.1.7.	Average total annual rainfall figure	1 000 mm
3.1.8.	Pollution	Heavy marine and industrial

4.0 NORMATIVE REFERENCE

- 4.1** The following standards contain provisions which, through reference in this text, constitute requirements of this specification. Bidders shall note that, as all standards are subject to revision, they are encouraged to investigate the possibility of applying the most recent edition of the standards below:

4.1.1.	SANS 10198-13	The selection, handling, and installation of electric power cables of rating not exceeding 33 kV – Part 13: Testing, commissioning, and fault location.
4.1.2.	IEC-60529	Degrees of protection provided by enclosures (IP Code).
4.1.3.	IEC 61326-1	Electrical equipment for measurement, control, and laboratory use - EMC requirements - Part 1: General requirements
4.1.4.	IEC 61010-1	Safety requirements for electrical equipment for measurement, control, and laboratory use - Part 1: General requirements
4.1.5.	IEC/SANS 61481	Live working - Phase comparators
4.1.6.	IEEE 400	Guide for Field Testing and Evaluation of the Insulation of Shielded Power Cable Systems Rated 5 kV and above
4.1.7.	IEEE 400.2	IEEE Guide for Field Testing of Shielded Power Cable Systems Using Very Low Frequency (VLF) (less than 1 Hz)
4.1.8.	ISO 18436-7	Condition monitoring and diagnostics of machines — Requirements for qualification and assessment of personnel — Part 7: Thermography
4.1.9	DIN VDE 0410	VDE Specification for electrical measuring instruments; safety requirements for indicating and recording instruments and their accessories
4.1.10	DIN VDE 0411-Part1	Safety requirements for electronic measuring apparatus
4.1.11	SANS IEC 61010-2- 031	Particular requirements for hand-held probe assemblies for electrical measurement and test
4.1.12	IEC 60270	High Voltage Test Techniques - Partial Discharge Measurements
4.1.13	ISO 9001	Quality management systems
4.1.14	IEC 60947-2	Circuit protection

5.0 **TECHNICAL REQUIREMENTS FOR CABLE FAULT LOCATION SYSTEM**

5.1 **System Requirements**

- 5.1.1** The fault location system shall combine the surge voltage generator, interface unit (where applicable), time domain reflectometer (TDR) for indication of the distance to the fault and pinpointing set which utilizes acoustic and magnetic methods for pinpointing the exact location of the cable faults.
- 5.1.2** The fault location system shall be capable of utilization for location of faults in PE, PVC, XLPE and PILC cables.
- 5.1.3** The fault location system shall be capable of burning and surging for fault conditioning and pinpointing of faults.
- 5.1.4** The systems shall also be capable of insulation testing.

- 5.1.5 The fault location system be able to apply a single surge for breaking down the fault to enable pre-location of a fault with the TDR.
- 5.1.6 The fault location system shall be able to apply repetitive surge for pinpointing the faults with the pin-pointing set.
- 5.1.7 The system shall be supplied with suitable software, for downloading and visualizing the recorded data on a PC.
- 5.1.8 The TDR shall be separate and removable from the system to enable the use independently OR with the integrated cable fault locating system.
- 5.1.9 The integrated system components shall be controllable from one control panel with colour screen display.
- 5.1.10 The single control display shall have a menu from which various modes of operation can be selected by the user.
- 5.1.11 The user interface language for all system components shall be English.

5.2 **Technical Requirements for Voltage Surge Generator**

- 5.2.1 The high voltage surge generator shall be self-contained and adequately insulated without exposed or unshielded live parts which may endanger the safety of the operating personnel.
- 5.2.2 The unit shall have the CE certification.
- 5.2.3 The surge generator shall operate on the surge voltage method where a high voltage capacitor is charged by means of a DC voltage and discharged via an electro-mechanical contactor into the cable.
- 5.2.4 The surge generator shall consist of a capacitor bank, an in-built voltage transformer and a rectifier that are switchable to achieve different capacitance and voltage levels.
- 5.2.5 During capacitor selection the contactor shall be interlocked in the "OFF" position.
- 5.2.6 This contactor shall be adequately shielded so as not to endanger the operator and be suitably interlocked to prevent accidental contact with the high voltage parts.
- 5.2.7 The voltage surge generator shall have an emergency stop button to stop testing and discharge the capacitor in case of an interruption.
- 5.2.8 The voltage surge generator shall have a warning lamp indicating the presence of high voltage when the capacitor is charged.
- 5.2.9 The voltage surge generator shall automatically discharge any residual capacitive charge when switched off.
- 5.2.10 The voltage shall be zero interlocked to avoid high voltage being applied at switch-on.
- 5.2.11 The voltage surge generator shall have integrated filters or interface unit to enable integration with the TDR supplied under this contract **(clause 9.3.)**.
- 5.2.12 The voltage generator shall be controllable from the TDR control panel/display.
- 5.2.13 The output d.c. voltage shall be adjustable 0 to 32 kV.
- 5.2.14 The surge generator shall be capable of providing repetitive surges for pinpointing faults.
- 5.2.15 The number of surges shall be continuously selectable from single surge and up to 20 surges per minute.

5.2.16 The voltage surge generator shall have the three selectable surge output voltage ranges listed below.

5.2.16.1 0 to 8 kV

5.2.16.2 0 to 16 kV

5.2.16.3 0 to 32 kV

5.2.17 For each voltage range, the output voltage shall be adjustable throughout the range.

5.2.18 The output energy shall be 3000 J in each range.

5.2.19 Power Supply

5.2.19.1 The voltage surge generator shall operate on 230 V, 50Hz, single phase supply.

5.2.19.2 Power consumption of the voltage surge generator shall not exceed 5 kVA.

5.2.20 Testing Leads

5.2.20.1 The voltage surge generator shall be supplied with 5 metres mains supply connection cable.

5.2.20.2 The voltage surge generator shall be supplied with 5 metres high voltage coaxial cable for testing.

5.2.20.3 The high voltage coaxial cable shall be suitably insulated for the applicable high voltage, i.e., 32 kV.

5.2.20.4 The high voltage coaxial cable shall have suitable adapters for connecting to the voltage surge generator and crocodile clips for connecting to the equipment to be tested.

5.2.21 Enclosure and Packaging

5.2.21.1 All components of the voltage surge generator shall be mounted in a 19" steel enclosure or equivalent.

5.2.21.2 The enclosure shall be suitably protected from corrosion.

5.2.21.3 The enclosure shall be equipped with wheels (or mounted in a trolley) and handles/carrying bars to enable easy handling and movement of equipment in field operations.

5.2.21.4 The enclosure shall be suitable for mounting in a test van.

5.2.21.5 The weight of the voltage surge generator shall not exceed 150 kg.

5.3 Technical Requirements for Digital Time Domain Reflectometer (TDR).

5.3.1 TDR shall be combinable with the voltage surge generator supplied under this contract **(clause 9.2.)** to enable high voltage fault pre-location methods.

5.3.2 TDR shall have the capability to be used as a control unit when combined with Voltage Surge Generator.

5.3.3 TDR shall be capable of the following fault pre-location techniques;

5.3.3.1 3-Phase Pulse Echo

5.3.3.2 Surge Arc Reflection Method

5.3.3.3 Secondary Impulse Method (SIM)

5.3.3.4 Impulse Current Method (ICM)

5.3.3.5 Decay Method

5.3.4 TDR shall display on a screen any changes in impedances from reflecting surfaces, cable start, joints, terminations, transformers, faults, changes in cable type, as well as cable end, in time sequence.

5.3.5 The TDR shall be capable of indicating the distance between different cable landmarks and distance to the fault position in metres.

5.3.6 The measuring range of the TDR shall be 10 m to 20 km.

5.3.7 The TDR shall be supplied with a software package that allows the downloading and uploading of saved traces for analysis and comparison.

5.3.8 The propagation velocity shall be adjustable.

5.3.9 The TDR shall have a touchscreen colour display meeting the following requirements;

5.3.9.1 Shall have a size of at least 10 inches.

5.3.9.2 Shall be capable of overlaying different traces for analysis and comparison purposes.

5.3.9.3 Shall have intuitive menu for selection of different testing and fault location modes.

5.3.10 Shall meet the following Data Storage requirements;

5.3.10.1 The TDR shall have at least 4 GB internal memory for data storage.

5.3.10.2 The TDR shall have a memory of at least 100 traces.

5.3.10.3 The TDR shall automatically store all measurements.

5.3.10.4 The TDR shall have USB or serial RS 232 communication interface for PC and printer.

5.3.11 Power Supply

5.3.11.1 The TDR shall operate on a rechargeable battery and 230 V, 50 Hz, single-phase supply.

5.3.12 The TDR shall be supplied with a suitable 230 V, 50 Hz battery charger.

5.3.13 Enclosure and Packaging

5.3.13.1 The TDR shall be supplied with a rugged carrying case to house all the components and associated accessories.

5.3.13.2 The carrying case shall have foam inserts to protect contents from shock and vibrations during transportation.

5.3.13.3 The carrying case shall totally enclose the unit and all its accessories.

5.3.13.4 The enclosure of the TDR shall be IP54 rated in accordance with IEC 60529.

5.3.13.5 The TDR shall be a single unit and not exceed a maximum weight of 6 kg.

5.4 Technical Requirements for Fault Pinpointing Set

5.4.1 The portable pinpointing set shall consist of a ground sensor/ground microphone, receiver (control unit) and headphones.

5.4.2 The set shall pinpoint the fault with direction when used in conjunction with voltage surge generator supplied under this contract (**clause 10.2.**) by combination of acoustic and magnetic signals.

5.4.3 The set shall be portable, and battery operated with colour display facility to indicate various parameters.

- 5.4.4 The set shall incorporate automatic background noise reduction or suppression.
- 5.4.5 The set shall be supplied with all necessary cables or wireless modules for connection with the ground sensor, control unit and headphones.

5.4.6 Receiver

- 5.4.6.1 The receiver shall have touch screen colour display.
- 5.4.6.2 The display size shall be at least 5 inch
- 5.4.6.3 The display shall show the relative location above the cable, the direction of the fault and the distance to the fault in metres.
- 5.4.6.4 The receiver shall numerically and graphically display acoustic and magnetic signal levels.
- 5.4.6.5 The receiver shall operate on rechargeable battery.
- 5.4.6.6 The receiver shall be supplied with a suitable 230 V 50 Hz battery charger.
- 5.4.6.7 The receiver shall have a neck strap for handling the unit during field operations.
- 5.4.6.8 The weight of the receiver shall not exceed 3 kg.
- 5.4.6.9 The enclosure of the receiver shall be IP54 rated in accordance with IEC 60529.

5.4.7 Ground Sensor/Microphone

- 5.4.7.1 The ground sensor/microphone shall measure magnetic and acoustic signals associated with flashovers in cables.
- 5.4.7.2 The ground sensor/microphone shall be supplied with telescopic handle.
- 5.4.7.3 The combined weight of the ground sensor/microphone and the handle shall not exceed 3 kg.

5.4.8 Headphones

- 5.4.8.1 The headphones shall be used in conjunction with the ground sensor to listen to the measured acoustic audio signals.
- 5.4.8.2 The audio output level shall be limited to 85 dB.

5.4.9 Packaging

- 5.4.9.1 The set shall be supplied with a rugged carrying case to house all the components and associated accessories.
- 5.4.9.2 The carrying case shall have foam inserts to protect contents from shock and vibrations during transportation.

6.0 TECHNICAL REQUIREMENTS FOR CABLE SHEATH FAULT LOCATION SYSTEM

6.1 Technical Requirements for Cable Sheath Tester

- 6.1.1 The tester shall be suitable for use in medium voltage and high voltage cables.
- 6.1.2 The sheath tester shall be designed for voltage testing of cable sheaths made of Polyethylene (PE) or Polyvinyl chloride (PVC) materials.
- 6.1.3 The sheath tester shall have the following 3 modes of operation;
 - 6.1.3.1 DC testing
 - 6.1.3.2 Burning
 - 6.1.3.3 Earth fault pin-pointing
- 6.1.4 The tester shall be able to detect multiple sheath faults simultaneously.

- 6.1.5** The tester shall have an adjustable output d.c. voltage from 0 to 10 kV with positive and negative polarity.
- 6.1.6** The tester shall have an adjustable pulsed d.c. voltage from 0 to 10 kV d.c. for earth fault pinpointing.
- 6.1.7** The tester shall have multiple selectable pulse rate for pinpointing earth faults.
- 6.1.8** The accuracy of the measurements shall be with 1%.
- 6.1.9** The tester shall have the discharge capacity of at least 10 micro-farads.
- 6.1.10** The tester shall have the display meeting the following requirements;
- 6.1.10.1 The display shall be LCD type with back light.
- 6.1.10.2 The size of the display shall be at least 5 inches.
- 6.1.10.3 Shall have intuitive menu for selection of different operating modes.
- 6.1.10.4 Shall display applied voltage in (kV) and output current in (mA).
- 6.1.10.5 Shall display fault pre-location distance in metres (m).
- 6.1.11** The tester shall allow the user to enter the cable parameters and automatically pre-locate/calculate the distance to the fault.
- 6.1.12** The tester shall have On / Off lamp indication
- 6.1.13** The unit shall have an automatic discharge facility for capacitive circuits under test.
- 6.1.14** The tester shall have an emergency stop button to stop testing in case of an interruption.
- 6.1.15** When an emergency stop button is pressed to interrupt the test, the tester shall automatically discharge the circuit under test.
- 6.1.16** The tester shall be capable of saving test records in the built-in non-volatile memory and it shall be possible to export the test results via USB interface.
- 6.1.17** The data export format shall be .csv, pdf, or text file.
- 6.1.18** If the files are in proprietary format, bidders shall state in their technical specifications as stated in **clause 16.1.2**. Bidders shall also provide suitable software to open and view the files at **NO** extra cost to eThekweni Municipality.
- 6.1.19 Power Supply**
- 6.1.19.1 The tester shall operate on a rechargeable battery and 230 V, 50 Hz, single-phase supply.
- 6.1.20** The sheath tester shall be supplied with a suitable 230 V 50 Hz battery charger.
- 6.1.21 Enclosure and Packaging**
- 6.1.21.1 The tester shall be housed in a single enclosure that can withstand rough handling.
- 6.1.21.2 The enclosure shall be suitably protected from corrosion.
- 6.1.21.3 The enclosure shall be equipped with wheels (or mounted in a trolley) and handles/carrying bars to enable easy handling and movement of equipment in field operations.
- 6.1.21.4 The enclosure shall be suitable for mounting in a test van.
- 6.1.21.5 The enclosure shall provide a minimum ingress protection of IP54 in accordance with IEC 60529.
- 6.1.21.6 The tester shall be a single unit and shall not exceed a maximum weight of 30kg.

6.2 Technical Requirements for Cable Sheath Fault Locator Set

- 6.2.1** Cable sheath fault locator set shall consist of the receiver (control unit) and earthing rods.
- 6.2.2** The set shall pinpoint earth fault by applying step voltage potential method.
- 6.2.3** The set shall be used in conjunction with voltage cable sheath tester supplied under this contract (**clause 11.1.**).
- 6.2.4 Receiver**
- 6.2.4.1 The receiver shall have touch screen colour display.
- 6.2.4.2 The display size shall be at least 5 inch.
- 6.2.4.3 The display shall show the measured ground step voltage potential and the direction towards the fault.
- 6.2.4.4 The sensitivity of the receiver shall be 5 mV to 200 V.
- 6.2.4.5 The receiver shall automatically suppress background external potentials.
- 6.2.4.6 The receiver shall operate on a rechargeable battery.
- 6.2.4.7 The receiver shall be supplied with a suitable 230 V, 50 Hz battery charger.
- 6.2.4.8 The receiver shall have a neck strap for handling the unit during field operations.
- 6.2.4.9 The enclosure of the receiver shall be IP54 rated in accordance with IEC 60529.
- 6.2.4.10 The weight of the unit shall not exceed 3 kg.
- 6.2.5 Earthing Rods**
- 6.2.5.1 The earth fault locator shall be supplied with 2 earthing rod and associated test leads.
- 6.2.5.2 The length of the earthing rods shall be a minimum of 1 m.
- 6.2.5.3 The weight of earthing rods shall not exceed 1 kg.
- 6.2.5.4 The length of test leads shall be a minimum of 2 metres.
- 6.2.6 Packaging**
- 6.2.6.1 The set shall be supplied with a rugged carrying case to house all the components and associated accessories.
- 6.2.6.2 The carrying case shall have foam inserts to protect contents from shock and vibrations during transportation.

7.0 Technical Requirements for Very Low Frequency AC voltage tester

- 7.1** The unit shall be capable of testing both extruded cables (XLPE cables) and laminated cables (PILC cable).
- 7.2** The unit shall be capable of testing the insulation between conductors and the outer sheath of the cable.
- 7.3** The unit shall test at 0.1 Hz on either the sine wave form technology or this must be selectable by the user.
- 7.4** The unit shall have the capability of testing on a negative or positive polarity on DC.
- 7.5** The unit shall have pre-programmed menus on the different types of tests according to the relevant standards. This shall include the test voltage and tie duration for the test.
- 7.6** The unit shall allow the user to select various tripping or fault condition modes.
- 7.7** The unit shall measure and record the capacitance, resistance, dielectric breakdown voltage, RMS current and display the applied voltage of the device under load.
- 7.8** The unit shall have an easily operated menu.

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- 7.9 The unit shall have a short circuit protection and a status display on all parts of the important safety interlocks and functions.
 - 7.10 It shall have an emergency switch off button.
 - 7.11 The output voltage on the positive and negative DC shall be at least 90kV.
 - 7.12 The sine wave method shall have a frequency selection from 0.0 1Hz to 0.1 Hz at 64 kV RMS voltage.
 - 7.13 The unit shall be capable of saving test records in the built-in non-volatile memory.
 - 7.14 The unit shall have USB port to download the test results to a USB memory stick device.
 - 7.15 The unit shall be with the capacitance of at least 10 μ F.
 - 7.16 The output load testing capability shall be at least:
 - a. 1 μ F @ 0.1 Hz @ 64 kV RMS
 - b. 10 μ F @ 0.01 Hz @ 64 kV RMS
 - 7.17 This unit shall come with high voltage test leads with the crocodile mouth probes that are at least 6 m.

8.0 Technical Requirements for HV Phasing Sticks

- 8.1 The phase comparator shall be designed in accordance with international standard IEC 61481.
- 8.2 The phase comparator shall consist of two interconnected poles, which are designed for testing in-phase conditions between two energized conductors of the same nominal voltage and frequency.
- 8.3 The phase comparator shall be designed for use in 6.6 kV/11 kV/33 kV system voltage.
- 8.4 The phase comparator shall detect the system voltages from 6.6kV to 33 kV 50 Hz.
- 8.5 The phase comparator shall be suitable for use in indoor and outdoor installations in dry environment.
- 8.6 Each pole of the phase comparator shall have;
 - 8.6.1 Removable test prod with contact v-type electrode
 - 8.6.2 Removable test prod with contact disc-type electrode
 - 8.6.3 Insulating element providing sufficient safety clearance for 33 kV system voltage.
 - 8.6.4 Handle with rubber hand guard.
- 8.7 An insulated flexible cable shall interconnect the poles.
- 8.8 The insulating element shall be made of fibreglass insulation material.
- 8.9 The phase comparator shall have the indicator comprising of bright high intensity LEDs, digital display and the buzzer fixed on one pole.
- 8.10 The indicator shall be fixed such that it faces the operating personnel at all times during testing.
- 8.11 The digital display shall display the detected voltage in kV.
- 8.12 The phase comparator shall be battery operated with battery low indication.
- 8.13 The battery shall be of a suitable voltage rating, commercially available at market, and easily replaceable at field level.
- 8.14 If the battery is rechargeable, a suitable 230 V 50 Hz battery charger shall be supplied.
- 8.15 The phase comparator shall have an accuracy of +/- 5%.

9.0 Training

- 9.1** The training of ten (10) eThekwini Electricity's staff for item 1.1, 1.2, 1.3, 1.4 and 1.5 above shall be included in the bid price.
- 9.2** The training course offered shall include the following:
- 9.2.1** The connection of different equipment of the cable fault location and the cable sheath fault location system.
 - 9.2.2** The operation of each equipment.
 - 9.2.3** Maintenance of the equipment
 - 9.2.4** The use of the software (where applicable).
 - 9.2.5** On-site demonstration; and
 - 9.2.6** The interpretation of the results.
- 9.3** Training shall take place at eThekwini Electricity's offices and sites.

10.0 Documentation

- 10.2** Bidders shall include in their bid documents, the relevant certificates outlining compliance to any other international recognised laboratory certificates.
- 10.3** Bidders shall also provide the full technical and descriptive details, relating to all the items offered in this enquiry. This shall include:
- a. Material used;
 - b. Method of manufacture;
 - c. Details of quality assurance procedures;
 - d. Drawings; etc.

11.0 Technical Requirements for Partial Discharge Measurement Equipment Kit**11.1 General requirements:**

- a. The equipment shall comply fully with SANS IEC 60270, VDE 0410, SANS IEC 61010-2 except where amended by this specification.
- b. The equipment shall be non-invasive and non-intrusive application, it shall be handheld, light weight and rugged.
- c. The equipment shall be able to measure partial discharge activity using both ultrasonic and transient earth voltage (TEV) techniques, which include radio frequency interference, electromagnetic interference, and acoustic emissions.
- d. The equipment shall be able to measure and indicate/display the severity of the partial discharge activity measured graphically using a visual interface.
- e. The equipment shall have a measurement resolution of 1dB for both the Ultrasonic and TEV test module.
- f. Detects and measures PD activity as numerical values for both ultrasonic and TEV emissions.
- g. The equipment shall enable discrimination between telecommunication carriers, noise, and discharge phenomena.
- h. The equipment shall have an external data storage that is USB/SD Card storage class compliant.
- i. The equipment shall be provided with software that enables the user to manage results, view and overlay traces and generate reports.

- j. The equipment shall be provided with built-in data storage with survey mode feature that simplifies taking readings, storing data, report writing, and interface or transfer asset measurement results directly to the PC or business network via Wi-Fi or USB/SD Card.
- k. The equipment shall have functionality that allows details of the substations and assets to be entered on the screen and guides people through a simple survey process.
- l. The equipment shall have Wi-Fi connectivity that allows survey results to be easily synchronised with asset management systems.
- m. The equipment shall be able to optimise maintenance cycles and asset life through a better understanding of asset condition, comparing PD results over time to identify trends.
- n. The equipment shall be able to Increase on-site productivity by rapidly collecting key condition information in an accurate and consistent manner using survey mode.
- o. The equipment shall be able to take temperature and humidity measurement using supplied sensor with storage on PD Scan itself.
- p. Training course shall be conducted in Durban and shall include the following:
 - i. Onsite training on the use of the instrument on electrical switchgear;
 - ii. The operation of the instrument;
 - iii. The use of the software; and
 - iv. The interpretation of the results.
- q. The cost of training shall be included in the tendered price.

11.2 Indication

The equipment shall have the following display, controls, and indicators:

- i. Power "ON";
- ii. Level of partial discharge activity;
- iii. Digital display of the activity level and dB measurement;
- iv. Function to switch through Ultrasonic and TEV functions.

11.3 All indicators shall be labelled and shall be clearly visible in a well-lit room.

11.4 Control and indicator positions shall be labelled clearly in English.

11.5 Accessories

11.5.1 The equipment shall be supplied with or comprise of the following:

- a. Probes
- b. Audio headphones;
- c. Waveform concentrator;
- d. Carry case with battery charger;
- e. Instruction manual;

11.6 Power Supply

The equipment shall be powered by 230 V AC 50 Hz and shall continue to operate at plus/minus 10% rated power input to rechargeable batteries.

11.7 Test Leads

All cables, input power cable, ground cable and output power cable shall not exceed 3 metres.

11.8 Health, Safety, and Environmental Issues

11.8.1 Bidders shall provide, in Technical Schedule, the following information in respect of each product offered:

11.8.2 A list of all materials used in the product, including packaging, and associated chemical data sheets;

-
-
- 11.8.3** Whether the product poses any health or safety risks to persons handling the product. In addition, if there are risks, the protective gear required to handle the product, e.g., leather gloves, masks, etc.;
- 11.8.4** How the product should be stored and its shelf life;
- 11.8.5** How the product should be disposed of at the end of its useful life or in the event of failure of the product;
- 11.8.6** Whether any toxic by-products are produced (whether in gaseous, solid, or liquid form) in the event of the product being exposed to fire or heated to elevated temperatures;
- 11.8.7** Any other pertinent and relevant information relating to health, safety, and environmental issues;
- 11.8.8** What percentage of the product can be recycled?
- 11.8.9** An environmental management system shall be set up in order to assure the environmental compliance of the theft deterrent materials throughout their entire life cycle (i.e., during design, development, production, installation, operation, and maintenance, decommissioning and disposal phases).
- 11.8.10** Guidance on the requirements for an environmental management system may be found in ISO 14001.

SECTION 8: BILL OF QUANTITIES / SCHEDULE OF RATES / ACTIVITIES

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Number of calibrations Per unit	* Price Year 1 (excl)		* Price Year 2 (excl)		* Price Year 3 (excl)	
					R	c	R	c	R	c
1	Voltage Surge Generator	Each	1	N/A						
2	Time Domain Reflectometer	Each	1	N/A						
3	Fault Pinpointing Set	Each	1	N/A						
4	Cable Sheath Tester	Each	1	N/A						
5	Cable Sheath Fault Locator Set	Each	1	N/A						
6	Very Low Frequency AC Voltage Tester	Each	1	N/A						
7	33 kV High Voltage Phasing Sticks	Each	1	N/A						
8	Partial Discharge Detecting Equipment	Each	2	4						
9	Training	Per Person	8	N/A						

Year 1

Year 2

Year 3

Sub-Totals:

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Sub-Total (excl.) = Year1 + Year 2 + Year 3:

VAT:

Total (incl.) carried forward to the Tender Form:

* The partial discharge test equipment price shall include a number of five calibrations.

* NB. Prices are to be specified per **each** item equipment **not** per quantity.

SECTION 9: OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number : 27845-5E** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

TENDERED PRICE EXCLUSIVE OF VAT	VAT AMOUNT	TENDERED PRICE INCLUSIVE OF VAT
R	R	* R
* AMOUNT IN WORDS (incl. VAT):		

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

eThekwini Vendor Portal Registration Number: PR

C.S.D Registration Number: MAAA

S.A.R.S Pin Number: _____

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

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

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

* **Signature :** _____

* **Name (capitals):** _____

Date: _____

Capacity: _____

* **Name of Business:** _____

Tel: _____

Address: _____

Fax: _____

* Denotes Mandatory Information

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

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

Signature: _____ **Name (capitals):** _____

Date: _____ **Capacity:** _____

SECTION 10: ANNEXURES (if applicable)**ANNEXURE 10.1: Specific requirements for item 1: Very Low Frequency (VLF) Test set.**

No.	Technical details	eThekwini Electricity's requirement	Bidder's offer
1	Name of manufacturer		
2	Place of Manufacture		
3	Manufactures reference Number		
4	Maximum output Voltage	90 kV	kV
5	Output RMS voltage	64 kV	kV
6	Tests at 0.1 Hz on either the sine wave form technology	Yes	Yes/No
9	Is the test set offered suitable for system and service conditions stated in clause 7.5 of this specification?	Yes	Yes/No
10	Is the test set offered suitable for testing electrical equipment listed in schedule B	Yes	Yes/No
11	Test set to meet the requirements of IEC 60840 and NRS 077	Yes	Yes/No

ANNEXURE 10.2: Specific requirements for item 2: 33kV Phasing sticks.

No.	Technical details	eThekwini Electricity's requirement	Bidder's offer
1	Name of manufacturer		
2	Place of Manufacture		
3	Manufactures reference Number		
4	Nominal Voltage	33 kV	kV
5	Maximum operating voltage	33 kV	kV
6	Does it include the detachable v-type electrode?	Yes	Yes/No
7	Does it include the detachable disc-type electrode?	Yes	Yes/No
9	Is the test set offered suitable for system and service conditions stated in clause 7.5 of this specification?	Yes	Yes/No
10	Is the test set offered suitable for testing electrical equipment listed in schedule B	Yes	Yes/No
11	Test set to meet the requirements of IEC 60840 and NRS 077	Yes	Yes/No

ANNEXURE 10.3: Specific requirements for item 1: Cable fault location equipment

No.	Technical details	eThekwini Electricity's requirement	Tenderer's offer
1	Manufacturer		
2	Place of manufacture		
3	Manufacturer's reference number		
4	Specifications to which test equipment complies	SANS 10198-13, IEC 60060-3, 2004/108/EC, 2006/95/EC	
5	Supply voltage	230 V a.c. \pm 10%	V a.c.
6	Frequency	50 Hz	Hz
7	Power consumption	5 kVA	kVA
8	Surge voltage range	0 to 8 kV	_____ kV to _____ kV
		0 to 16 kV	_____ kV to _____ kV
		0 to 32 kV	_____ kV to _____ kV
9	Continuous current output	8 kV - 480 mA minimum	8 kV _____ mA
		16 kV - 320 mA minimum	16 kV _____ mA
		32 kV - 160 mA minimum	32 kV _____ mA
10	Surge Capacity	0 kV to 8 kV - 1 750 J	J
		0 kV to 16 kV - 1 750 J	J
		0 kV to 32 kV - 1 750 J	J
11	Pulsing rate	Single pulse 10/minute 20/minute	
12	Circuit protection	Fuses or Thermal overload resettable mcb	
13	High voltage contactor	Ceramic shield with tungsten tipped contacts	
14	Soft discharge	Two separate contactor discharge circuits for internal capacitors and cable capacitance	
15	Interlocks	HV contactor to be interlocked during capacitor selection	
16	Pre-locator scope methods of operation	Time Domain Reflection (TDR) Secondary Impulse Method (SIM) Impulse Current Method (ICM) Decay Method	
17	Pre-locator scope cable capability	PILC, PVC and XLPE cables up to 20 km in length	
18	Pre-locator scope display	Menu guided LCD display with zoom function	
19	Cabinet	Rugged 19" rack suitable for mounting in test vehicle.	
20	Listener device noise limiter function	<85 dB in accordance with EC 2003/10/EC, ISO 1999:1990 & OSHA 1910.95(c)(1)	
21	Digital Listener device with guidance for cable position, indicator of direction to fault and display of distance to fault in metres	YES	YES/NO
22	Listener device re-chargeable battery operating time	Minimum 8 hours	Hours
23	Listener Receiver mass	< 2 kg	kg
24	All components (i.e., receiver, ground microphone and headset) to connect wirelessly via Bluetooth or similar connection with no cables	YES	YES/NO

ANNEXURE 10.3: Specific requirements for item 1: Cable fault location equipment (concluded)

25	Training in accordance with clause 8.2	YES	YES/NO
26	Location of backup support office and turnaround time for response/assistance from Technical Expert or Engineer	Durban, RSA/ 24 hours	
27	Name and cell phone number of Technical Expert or Engineer		Name _____ Cell phone No _____
28	Duration of "active phase" in which support of equipment is available as per clause 8.7	December 2024	
29	Duration of "classic phase" in which support of equipment is available as per clause 8.7	December 2029	
30	Is the equipment CE compliant?	YES	YES/NO
31	Is the equipment ISO 9000 Compliant?	YES	YES/NO

Annexure 10.4: Technical Requirements of the HV Diagnostic Test Equipment

The mandatory schedule below details the minimum requirements of the HV Diagnostic Test Equipment. The offered product shall meet all the requirements below. Failure to meet any one requirement shall result in the disqualification of the tender.

No.	Description	Minimum requirement	Bidder's Offer
1	Electrical testing capability: Power Transformers (refer to clause 3.2 of the technical specification)		
1.1	Excitation Current Test up to 10 kV or more	Yes	
1.2	Turns Ratio Test up to 10 kV or more per phase	Yes	
1.3	Turns Ratio Test at 400V on all phases	Yes	
1.4	Leakage Reactance/Impedance Test	Yes	
1.5	DC Winding resistance up to 40A	Yes	
1.6	Tan Delta/Power Factor Test up to 10 kV at mains frequency (the device shall be capable of performing tests at variable AC frequencies as well, 15 Hz to 400 Hz)	Yes	
1.7	Demagnetization of the core	Yes	
2	Electrical testing capability: Surge Arrestors (refer to clause 3.2 of the technical specification)		
2.1	Leakage Current and Watt Losses up to 10 kV	Yes	
3	Electrical testing capability: Current Transformers (refer to clause 3.2 of the technical specification)		
3.1	Power factor at 2 kV and up to 10 kV	Yes	
3.2	Capacitance measurements	Yes	
4	Electrical testing capability: Voltage Transformers (refer to clause 3.2 of the technical specification)		
4.1	Power Factor/Tan Delta up to 10 kV	Yes	
4.2	Winding Excitation Current up to 10 kV	Yes	

NAME: (Block Capitals)

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

Annexure 10.4: Technical Requirements of the HV Diagnostic Test Equipment (continued)

No.	Description	Minimum requirement	Bidder's Offer
5	Device Controller (refer to clause 3.3 of the technical specification)		
5.1	Is a controller provided?	Yes	
5.2	Is the controller built-in or stand alone?		
6	Physical Construction (refer to clause 3.5 of the technical specification)		
6.1	Can the main measurement device perform all of the above-mentioned tests? A single device required	Yes	
6.2	Is there a second device required to boost test voltage levels?		
6.3	The physical dimensions of the entire test set combination shall not exceed:	900mm (w) x 600mm (h) x 450mm (d)	
6.4	Total mass of the test set combination shall not exceed:	90 kg	
6.5	Is the test set combination provided with a trolley?	Yes	
7	Average Test Time (refer to clause 3.4 of the technical specification)		
7.1	Can the full range of tests as highlighted above be undertaken within 6 hours?	Yes	
7.2	Can this be demonstrated?	Yes	
8	Warranty and Support (refer to clause 3.6 of the technical specification)		
8.1	The minimum acceptable warranty period is:	5 years	
8.2	Are there Agents based locally?	Yes	
8.3	Will a loan unit be provided?	Yes	
9	Training (refer to clause 3.7 of the technical specification)		
9.1	Is formal training provided?	Yes	

NAME: (Block Capitals)

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

Annexure 10.4: Technical Requirements of the HV Diagnostic Test Equipment (concluded)

No.	Description	Minimum requirement		Bidder's Offer
10		Mechanical Reliability (refer to clause 3.8 of the technical specification)		
10.1	Shock: IEC 60068-2-17, 15g/11ms, half sinusoid, each axis	Yes		
10.2	Vibration: IEC 60068-2-6, 10 Hz to 150 Hz acceleration 2 g continuous, 10 cycles per axis	Yes		
11		Connecting Cables (refer to clause 3.9 of the technical specification)		
11.1	HV and LV leads shall at least be	15 m		
11.2	Set of bushing test tap adapters	Yes		
12		Results correction factor (refer to clause 3.10 of the technical specification)		
12.1	Temperature and Humidity Correction capability?	Yes		
13		Safety Features (refer to clause 3.11 of the technical specification)		
13.1	Safety switches and external warning strobe?	Yes		

NAME: (Block Capitals)

Annexure 10.5: Technical Requirements of a Partial Discharge Detection Equipment.

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

No.	Technical Details	eThekwini Electricity's Requirements	Bidder's Offer
1		Name of Manufacturer	
Reference number			
2		Place of Manufacture	
3		Product brand	
4		TEV	
4.1	Sensor	Capacitive	*Yes / No
4.2	Measurement Range	0 – 80dBmV	mV
4.3	Discharge Pattern Reference	Phase	Optical, E-Field and Manual
4.4	Accuracy	±1 dBmV	dBmV
5		ULTRASONIC/ACOUSTIC	
5.1	Measurement Range	-7dBµV to 70dBµV	dBµV
5.2	Transducer Sensitivity	-65dBµV	dBµV
5.3	Heterodyning Frequency	±38 kHz	kHz
6		CABLE PD	
6.1	Measurement Range	100 - 100 000 pC	pC
6.2	Resolution	±98pC	pC
7		ENVIRONMENTAL	
7.1	Operating Temperature	-10 – 70 degrees C	°C
7.2	Humidity	0 – 95% non-condensing	%
7.3	IP Rating	From 42 – 64	IP
8		POWER SUPPLIES	
8.1	Internal Batteries	Must be rechargeable	*Yes / No
8.2	Charger	Power supply of 230 VAC at 50 Hz.	*Yes / No
8.3	Typical Operating Time	≥ 6 hours.	hrs.
8.4	Battery Conservation	Auto low battery voltage 'switch off'	*Yes / No
9		HARDWARE	

* Delete that which is not applicable.

NAME: (Block Capitals)

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

Annexure 10.6: Delivery Periods

(This Schedule shall be completed, signed, and returned with bid documents of which it forms part.) (Failure to complete this form shall result in the invalidation of the bid.)

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

Item	Initial Order	
	eThekwini Electricity's Requirement	Bidder's Offer
1	Within 3 months	

NAME: (Block Capitals)

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

Annexure 10.4: Divergences from The Contractual and Technical Specifications of The Bid

This Schedule shall be completed, signed, and returned with bid documents of which it forms part. Failure to complete this form shall result in the invalidation of the bid.

1. Contractual Divergences

If the bid does not comply contractually with this specification or with the Municipality's Special Conditions of Bid/Contract (Goods and Services) and Government Procurement General Conditions of Contract attached, in any respect, such divergences shall be detailed below in addition to any other reference thereto contained elsewhere in the bid or accompanying letter.

2. Technical Divergences

If the technical specification of the equipment offered does NOT comply with this specification in any respect, such divergence(s) shall be reflected below in addition to any other reference thereto contained elsewhere in the bid or accompanying letter.

NAME: (Block Capitals)

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

Annexure 10.7: Bidder's Questionnaire

This Schedule shall be completed, signed, and returned with bid documents of which it forms part. Failure to complete this form shall result in the invalidation of the bid.

***Tenderer to complete Questionnaire by deleting that which is not applicable**

Ref No.	Question	eThekweni Electricity's Requirement	Tenderer's Response
1	Is Authority of Signatory [Section 4(a)] completed?	Yes	*Yes/No
2	Is Declaration of Municipal Fees [Section 4(b)] completed?	Yes	*Yes/No
3	Is Acceptance of Undertaking in Terms of Occupational Health and Safety Act [Section 4(c)] completed?	Yes	*Yes/No
4	Is Declaration of Interest Schedule (MBD 4) completed?	Yes	*Yes/No
5	Is Preferential Points Claim Form (MBD 6.1) completed and BEE Verification Certificate submitted?	Yes	*Yes/No
6	Is Declaration of Tenderer's Past SCM Practices (MBD 8) completed?	Yes	*Yes/No
7	Is Certificate of Independent Bid Determination (MBD 9) completed?	Yes	*Yes/No
8	Is an original valid SARS Tax Clearance Certificate submitted?	Yes	*Yes/No
9	Is the Pricing Schedule (Section 8) completed?	Yes	*Yes/No
10	Is the Bid Form (Section 9) completed?	Yes	*Yes/No
11	Is Annexure 10.1 completed?	Yes	*Yes/No
12	Is Annexure 10.2 completed?	Yes	*Yes/No
13	Is Annexure 10.3 completed?	Yes	*Yes/No
14.1	Is the Contractual Specification understood?	Yes	*Yes/No
14.2	Are there any deviations from the Contractual Specification? If yes , specify all deviations in Annexure 10.4 .		*Yes/No
15.1	Is Technical Specification understood?	Yes	*Yes/No
15.2	Are there any deviations from the Technical Specification? If yes , specify all deviations in Annexure 10.4 .		*Yes/No
16	Is Annexure 10.5 completed?	Yes	*Yes/No
17	Is Bid complete with all the required information given?	Yes	*Yes/No

*Delete that which is not applicable

NAME: (Block Capitals)

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

MANDATORY CRITERIA

The tenderers will be checked if they meet the mandatory requirements. Any tenderer that does not meet any of the mandatory requirement will be deemed non-responsive.

All responsive tender offers will then be evaluated in accordance with eThekweni Municipality's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (January 2022) using an 80/20 preference point system.

MANDATORY REQUIREMENTS

1. The bidder must submit as part of the bid, the technical datasheet for the equipment quoted for.

CONTRACT ENDS!!!