



**SUPPLY, DELIVERY AND OFF-LOADING OF A 16KV 1024J SURGE GENERATOR WITH PORTABLE REFLECTOMETER, IN A SUITABLE STAINLESS-STEEL TRAILER TO RAY NKONYENI MUNICIPALITY**

NOTICE: 145 of 2024

**BID NO: 8/2/RNM0454.**

**NAME OF THE BIDDER**

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**BID AMOUNT R** \_\_\_\_\_

TECHNICAL SERVICES  
P.O. BOX 5  
PORT SHEPSTONE  
4240

AUGUST 2024

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**RAY NKONYENI MUNICIPALITY**

NOTICE:145 of 2024  
 BID NO: 8/2/RNM0454.

**SUPPLY, DELIVERY AND OFF-LOADING OF A 16KV 1024J SURGE GENERATOR WITH PORTABLE REFLECTOMETER, IN A SUITABLE STAINLESS-STEEL TRAILER TO RAY NKONYENI MUNICIPALITY**

Bids are hereby invited for the Supply, delivery and off-loading of a 16KV 1024J surge generator with portable reflectometer, in a suitable stainless-steel trailer to Ray Nkonyeni Municipality. This Tender Enquiry is for the supply and delivery of a 16kV 1024J SURGE GENERATOR WITH PORTABLE TDR in a compact system design for testing and fault locating on low and medium voltage cables.

Bid documents can be downloaded on [www.etenders.gov.za](http://www.etenders.gov.za) or [www.rnm.gov.za](http://www.rnm.gov.za), from 09 August 2024.

Reference: “Tender No 8/2/RNM0454: Supply, delivery and off-loading a 16KV 1024J surge generator with portable reflectometer, in a suitable stainless-steel trailer to Ray Nkonyeni Municipality.

Bidders to submit two (02) copies of the bid document together with the original bid document. Bidders that fail to submit copies will be disqualified. Fully completed Bid documents must be submitted in a sealed envelope, clearly marked “**SUPPLY, DELIVERY AND OFF-LOADING OF A 16KV 1024J SURGE GENERATOR WITH PORTABLE REFLECTOMETER, IN A SUITABLE STAINLESS-STEEL TRAILER TO RAY NKONYENI MUNICIPALITY**” and must be deposited in the Bid box at the Municipal offices at 10 Connor Street, Port Shepstone, no later than 12:00 on Friday, 20 September 2024 after which all Bids will be opened in public.

The procedure for the evaluation of responsive Bid Offers will be Method 4 (Financial Offer, preference, and quality (functionality) with 80/20 Preference Points System. Score quality, rejecting all Bid Offers that fail to score the minimum of 60% points quality stated in the Bid Data. The total score awarded will be the addition of the two scores for price and preference. Preference points claimed in terms of the Preferential Procurement Policy Framework Regulations of 2022

Functionality Criteria	Points	Verification documents
Company previous relevant experience	10	Appointment letters or Official purchase orders and delivery note
<b>Total Points</b>	<b>10</b>	

SPECIFIC GOALS	POINTS	Verification Documents
Companies within Ray Nkonyeni Municipality	20	Proof of company address
<b>Total points</b>	<b>20</b>	

A compulsory clarification virtual meeting will be held on 30 August 2024 @ 09:00. Please confirm your attendance by sending an email to Ms Nandi Sihlali [nandi.sihlali@rnm.gov.za](mailto:nandi.sihlali@rnm.gov.za) and Vaneshree Moodley [vaneshree.moodley@rnm.gov.za](mailto:vaneshree.moodley@rnm.gov.za) before end of business Monday, the 26 of August 2024.

All queries to be directed to Ms Nandi Sihlali, Manager Electrical Section on 039-688-2015 or via email [nandi.sihlali@rnm.gov.za](mailto:nandi.sihlali@rnm.gov.za).

**NOTE TO BIDDERS ON PRE-CONDITIONS OF THE BID:**

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid;
- No late comers will be entertained, and they will not be allowed to join the meeting.
- Only service providers registered in the Central Supplier Database (CSD) will be considered, attach proof of registration failure to attach will result in your bid not evaluated further. Proof of registration to be attached. Failure to attach will result in your bid not being further evaluated.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote;
- Unsuccessful bidders will be informed of the Bid outcome through the Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, [mm@rnm.gov.za](mailto:mm@rnm.gov.za) or fax number 0865297195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained; and
- The original bid document plus TWO **extra** (02) copy must be submitted, failure to submit two copies will result in disqualification.
- Bids submitted are to be valid for a period of **120 days**.

K J ZULU  
MUNICIPAL MANAGER

Ray Nkonyeni Municipality  
10 Connor Street  
P O Box 5  
PORT SHEPSTONE  
4240

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS  
(NOT TO BE RE-TYPED)**

**NB!!!! Please attach copies of the following documents.**

- **Company registration documents.**
- **Certified copy of ID documents of directors/owners/members/  
shareholders.**
- **Copy of a valid TAX Compliance Certificate  
Or Tax Compliance Status PIN Sheet.**
- **Declarations (MBD 4, 6.1, 8 & 9).**
- **Joint Venture agreements (where applicable)**




THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract.
4. PPPFA & associated regulations

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

## RAY NKONYENI MUNICIPALITY STANDARD FORM FOR BIDS

### YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RAY NKONYENI MUNICIPALITY

BID NUMBER:	8/2/RNM0454	CLOSING DATE:	20 SEPTEMBER 2024	CLOSING TIME:	12h00
DESCRIPTION	SUPPLY, DELIVERY, AND OFF-LOADING OF A 16KV 1024J SURGE GENERATOR WITH PORTABLE REFLECTOMETER, IN A SUITABLE STAINLESS-STEEL TRAILER TO RAY NKONYENI MUNICIPALITY				

### THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS

<b>10 CONNOR STREET, PORT SHEPSTONE, 4240</b>

### SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Treasury	DEPARTMENT	Technical Services
CONTACT PERSON	Bongani Mfenqa	CONTACT PERSON	Nandi Sihlali
TELEPHONE NUMBER	039 312 8304	TELEPHONE NUMBER	039 688 2088
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Bongani.mfenqa@rnm.gov.za	E-MAIL ADDRESS	Nandi.Sihlali@rnm.gov.za

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE BID OFFER MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER;</p> <p>1.5. A BIDDER WHO SUBMITTED A BID AS A JOINT VENTURE HAS INCLUDED AN ACCEPTABLE JOINT VENTURE AGREEMENT WITH HIS/HER BID;</p> <p>1.6. A BIDDER WHO IS A JOINT VENTURE HAS INCLUDED MBD 4, 8 &amp; 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM WITH HIS/HER BID</p> <p>1.7. THE BIDDERER OR A COMPETENT AUTHORISED REPRESENTATIVE OF THE CONTRACTOR WHO SUBMITTED THE BID HAS ATTENDED THE COMPULSORY CLARIFICATION MEETING OR SITE INSPECTION;</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## EVALUATION OF TENDER OFFERS

The procedure for evaluation of responsive Bid Offers will be **METHOD 4 if applicable to your bid: (Financial Offer, preference and quality (functionality))** with 80/20 Preference Points System. Score quality, rejecting all Bid Offers that fail to score the minimum number of points for quality stated in the Bid Data. The total score awarded will be the addition of the two scores for price and preference.

The following formula will be used in Calculation of Percentage for Functionality

$$PS = \frac{So \times Ap}{Ms}$$

Where:

Ps = percentage scored for functionality by Bid/proposal under consideration

So = total score of bid/proposal under consideration

Ms = Maximum possible score

Ap = percentage allocated for functionality

ASPECT	CRITERIA	POSSIBLE POINTS	VERIFICATION METHOD
Company Previous Experience	Company with relevant experience in supply, delivery and off-loading of 5 or more 16KV 1024J surge generator with portable reflectometer.	10	Attach 5 or more relevant appointment letters or official purchase orders and delivery note.
	Company with relevant experience in supply, delivery and off-loading of 3 to 4 16KV 1024J surge generator with portable reflectometer.	6	Attach 3 to 4 relevant appointment letters or official purchase order and delivery note.
	Company with relevant experience in supply, delivery and off-loading of 1 to 2 16KV 1024J surge generator with portable reflectometer.	4	Attach 1 to 2 relevant appointment letters or official purchase orders and delivery note.
	Company with no relevant experience in supply, delivery and off-loading of a 16KV 1024J surge generator with portable reflectometer.	0	No attached relevant appointment letters or official purchase orders and delivery note.
<b>MAXIMUM POSSIBLE POINTS</b>		10 points	

SPECIFIC GOALS	POINTS	Verification Documents
Companies within Ray Nkonyeni Municipality	20	Proof of company address
Companies within Ugu District	15	Proof of company address



Municipality		
Companies within KwaZulu Natal	10	Proof of company address
Other	5	Proof of company address
<b>Total points</b>	<b>20</b>	

b) Financial Offer

The financial offer will be scored using the following formula:

$$Nf = W1 \times [1 - (P - P_m) / P_m]$$

Where:

W1 = **80** for financial values up to R 50, 000, 000.00 (inclusive of VAT) of all responsive tenders received;

P<sub>m</sub> = the value of the comparative offer of the most favourable tender;

P = the value of the comparative offer under consideration;

In the application of the 90/10 preference point system, if all bids received are below R 50, 000, 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above R 50, 000, 000.00 threshold, all bids received must be evaluated on the 90/10 preference point system.

c) Preferences

Up to **20** points (for financial values up to R 50, 000, 000.00), will be awarded to bidders who complete the preference schedule and who are found to be eligible for the preference claimed.

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

1.1 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.2 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

- 1.4 The organ of state 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 to preferences, in any manner required by the organ of state.

## **GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES**

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## General Conditions of Contract

1. **Definitions**
  - 1.1 The following terms shall be interpreted as indicated:
  - 1.2 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.3 “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.
  - 1.4 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.5 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.7 “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.
  - 1.8. “Database application form” means the application form required by the Ray Nkonyeni Municipality to be filled in by the successful Bidder, following the award of the contract, for inclusion on the RNM database before payment is made.
  - 1.9 “Day” means calendar day.
  - 1.10 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.11 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.12 “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.
  - 1.13 "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.
  - 1.14 "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.

- 1.15 "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.
- 1.16 "GCC" means the General Conditions of Contract.
- 1.17 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.18 "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.
- 1.19 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.20 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.21 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 "Project site," where applicable, means the place indicated in bidding documents.
- 1.23 "Purchaser" means the organization purchasing the goods.
- 1.24 "Republic" means the Republic of South Africa.
- 1.25 "SCC" means the Special Conditions of Contract.
- 1.26 "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.

- 1.27 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tort” means in breach of contract.
- 1.29 “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.
- 1.30 “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 nonrefundable 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 specifications, 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 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.
- 16.5. Payment will only be made if the supplier has filled in and submitted the necessary database application form to the satisfaction of the Chief Financial Officer.
- 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 sub-contracts 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:
- (a) 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;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) 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:

- (a) the name and address of the supplier and / or person restricted by the purchaser;
- (b) the date of commencement of the restriction;
- (c) the period of restriction; and
- (d) 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 Bid 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. Anti-dumping 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 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 willful 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** 29.1 The contract shall be written in English. All correspondence and

	<b>language</b>		other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30.</b>	<b>Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
<b>31.</b>	<b>Notices</b>	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.
<b>32.</b>	<b>Taxes and duties</b>	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.
<b>33.</b>	<b>Transfer of contracts</b>	33.1	The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
<b>34.</b>	<b>Amendment of contracts</b>	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.
<b>35.</b>	<b>Prohibition of restrictive practices</b>	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.

**No contract will be awarded to a person who has failed to submit a copy of Tax Compliance Certificate with a PIN from the South African Revenue Service (“SARS”) certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.**

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:





## TECHNICAL SPECIFICATIONS

### STANDARD SPECIFICATION - TECHNICAL

#### **SPECIFICATION FOR A 16kV 1024J SURGE GENERATOR WITH PORTABLE REFLECTOMETER, ALL INSTALLED IN A SUITABLE STAINLESS-STEEL TRAILER WITH BACK UP AC POWER SUPPLY AND ISOLATING TRANSFORMER.**

#### **1.0 OPERATING CONDITIONS**

The equipment shall be capable of satisfactory operation under the following climatic conditions:

Operating Temperature: -10 °C ... +50 °C

Humidity (non- condensing): max 95%

#### **2.0 SCOPE**

This Tender Enquiry is for the supply and delivery of a 16kV 1024J surge generator with portable reflectometer and cable fault pin pointer, all installed in a suitable trailer with back up ac power supply and isolating transformer in a compact system design for testing and fault locating on low and medium voltage cables.

#### **3.0 QUALITY CONTROL AND ACCREDITATIONS**

The following minimum requirements are mandatory:

##### **a) Training**

Cable Fault location course accredited with proof of valid and current EWSETA Registration number. Proof of such current and valid registration to be provided by the tenderer on tender submission.

EWSETA On-Site Training over 3 days for not more than 5 people must be provided on supply of the equipment.

##### **b) Warranty**

At least a three year from the date of delivery on the HV Capacitor from the date of delivery and a one year guarantee on the rest of the equipment with the option to extend for an additional year

##### **c) ISO Compliance and Accreditation**

A Valid ISO certification (with current certificate attached) in the name of the company tendering. Proof of such current and valid certification to be provided by the tenderer on tender submission

##### **d) Spares**

Guarantee that sufficient stocks of spares for the equipment offered. Suppliers have local capacity for repairs to the equipment offered.

##### **e) Experience**

Submit documentation to substantiate the following with respect to previous similar projects as a body of evidence

### 3.1 COMPLIANCE WITH QUALITY CONTROL AND ASSURANCE

NO	DESCRIPTION	SPECIFIED REQUIREMENT	COMPLY	Required comments ONLY if Comply = No
1	Track History and Minimum Experience	Minimum of 10 years trading in the cable fault location and diagnostics sector in the name of the business tendering.	Yes / No	
2	EWSETA accreditation	Provide proof of Cable Fault location course accreditation with proof of valid and current EWSETA Registration number	Yes / No	
3	EWESTA Training	Free, On-Site for 3 days for up to 5 technicians	Yes / No	
4	Quality Assurance	Valid ISO certification (with certificate attached) in the name of the company tendering	Yes / No	
5	Warranty	At least a three year guarantee on the HV Capacitor	Yes / No	
		A one year guarantee on the rest of the equipment with the option to extend for an additional year	Yes / No	
6	Spares Guarantee	Minimum of 5 years supply guarantee	Yes / No	
7	Local Supplier to be ISO9001 accredited	Certificate to be submitted in the name of the Vendor.	Yes / No	
8	Past Experience	Supply proof of least 10 Units / Trailer / Vans' with installations of 16kV cable fault location equipment the tenderer has delivered the past 05 years	Yes / No	

## 4.0 SPECIFICATION FOR 16kV 1024J SURGE GENERATOR WITH PORTABLE TDR

### 4.1 SCOPE

This Tender Enquiry is for the supply and delivery of a 16kV 1024J SURGE GENERATOR WITH PORTABLE TDR in a compact system design for testing and fault locating on low and medium voltage cables.

### 4.2 SPECIFICATION

The 16kV 1000J SURGE GENERATOR WITH PORTABLE TDR shall consist of the following equipment:

#### Reflectometer

The reflectometer must have the most modern pre-locating methods TDR (Time Domain Reflection) ICE (Impulse Current) ARC (Arc Reflection Method) and DECAY (Voltage Decay) methods which you can use on any of the 3 ranges (4-8-16 kV) of the surge generator.

#### Surge Generator

The unit must have a peak power of 1024J provides the power required to accurately pin-point cable faults through the acoustic method using the powerful pin-pointer.

The powerful high voltage source must allow testing at any voltage level between 0 to 16kV.

### 4.3 COMPLIANCE WITH QUALITY CONTROL AND ASSURANCE

<b>N O</b>	<b>DESCRIPTION</b>	<b>SPECIFIED REQUIREMENT</b>	<b>COMPL Y</b>	<b>COMMENTS</b>
	<b>Reflectometer</b>			
1	Distance range	1000 m to 250 Km @ 80 m/μsec	Yes / No	
2	Pulse width	150ns to 8μs	Yes / No	
3	Pulse amplitude	20Vp to 100Vp	Yes / No	
4	Resolution	1 m @ 80m/ μsec	Yes / No	
5	Operating frequency	80 MHz	Yes / No	
6	Methods	TDR, ICE, ARC and DECAY	Yes / No	
7	Output impedance	50 ohm	Yes / No	
8	Measurement	Movable cursor display	Yes / No	
9	VP/2	Adjustable between 50 m/μsec - 150m/μsec	Yes / No	
10	Zoom	Yes	Yes / No	
11	Memory	> 1000 reflectograms	Yes / No	
12	Connections	USB2.0 - BNC	Yes / No	
13	Display	8.4" TFT high contrast colour, 800 x 600 pixels, LED backlight	Yes / No	
14	Dimensions mm (h x w x d)	162 x 365 x 273	Yes / No	
15	Weight	5 kg	Yes / No	
16	Power supply	220 V AC / 50Hz	Yes / No	
17	Operating temperature	-10 °C ... +50 °C	Yes / No	
	<b>Surge Generator</b>			
18	High voltage test	0 – 4kV / 0 – 8kV / 0 – 16kV DC	Yes / No	

19	DC test	4kV, 8kV, 16kV	Yes / No	
20	Peak power per scope	@ 8kV – 1024J @ 16kV – 1024J @ 32kV – 1024J	Yes / No Yes / No Yes / No	
21	Discharge frequency	4 – 6 sec. Manual	Yes / No Yes / No	
22	Switch functions Key	Yes	Yes / No	
23	Grounding	Automatic	Yes / No	
24	Filter	ARC – ICE	Yes / No	
25	Dimensions mm (h x w x d)	Command Module: 700 x 635 x 650	Yes / No	
26	Weight (approximate)	105 kg	Yes / No	
27	Power supply	220 VAC/50Hz	Yes / No	
28	Operating temperature	-10 °C ... +50 °C	Yes / No	
29	Accessories Included	Control Module Reflectometer Switch Range key (4, 8 or 16 kV) Switch functions Key (ARC Filter and Direct selection) HV Output cable Safety ground cable Power cord	Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No	
30	Optional	HV Cable extended Listening Set	Yes / No Yes / No	
31	Manufacturer	Specify		
32	Country of Origin	Specify		

## 5.0 SPECIFICATION FOR A MEDIUM SIZED STAINLESS STEEL EQUIPMENT TRANSPORT TRAILER

### 5.1 SCOPE

This Tender Enquiry is for the supply and delivery of a MEDIUM SIZED STAINLESS STEEL EQUIPMENT TRANSPORT TRAILER to suitably carry cable fault location equipment.

### 5.2 SPECIFICATION

The MEDIUM SIZED STAINLESS STEEL EQUIPMENT TRANSPORT TRAILER must have the following specifications:

The MEDIUM SIZED STAINLESS STEEL EQUIPMENT TRANSPORT TRAILER must comply with all SABS and Road Ordinance requirements and will carry a twelve-month conditional guarantee under normal road usage. The trailer will be ID-Dotted and a full set of registration documents must be issued on delivery.

The MEDIUM SIZED STAINLESS STEEL EQUIPMENT TRANSPORT TRAILER must be a Two Wheel Heavy Duty Enclosed Test Equipment Transport Trailer, with Lockable Heavy-Duty Lid and Rear Opening Tailgate. The Trailer Will Be Fitted with A Front Panel Partition to Store the Batteries. A Lockable Front Nose Cone Box Will Be Fitted to The Drawbar. The Trailer Will Be Fitted with Internal Top Hat Sections to Secure Various Equipment and The Floor Will Be

Reinforced to Support and Secure Various Pieces of Equipment. Underbody Channel Sections Will Be Fitted to Accommodate the Cabling for The Machines.

### 5.3 ACCESSORIES

#### Optional

- Mechanical override and park brake system with auto reverse release mechanism fitted

### 5.4 COMPLIANCE WITH SPECIFICATION

<b>N O</b>	<b>DESCRIPTION</b>	<b>SPECIFIED REQUIREMENT</b>	<b>COMPL Y</b>	<b>COMMENTS</b>
	<b>Medium Trailer</b>			
1	Compliance	All SABS and Road Ordinance requirements	Yes / No	
2	Guarantee	Twelve-month conditional - under normal road usage	Yes / No	
3	Documents	ID-Dotted and a full set of registration documents issued on delivery	Yes / No	
4	Design Configuration	Two Wheel Heavy Duty Enclosed Test Equipment Transport Trailer	Yes / No	
		Lockable Heavy-Duty Lid	Yes / No	
		Rear Opening Tailgate	Yes / No	
		A front panel partition to store the batteries and inverter	Yes / No	
		A Lockable Front Nose Cone Box fitted to the Drawbar	Yes / No	
		Fitted With Internal Top Hat Sections to Secure Various Equipment	Yes / No	
		The floor is reinforced to support and secure the various pieces of Equipment	Yes / No	
		Underbody channel sections to accommodate the cabling for the equipment	Yes / No	
5	Body Dimensions	2m long (excluding nose cone and drawbar) x 1,2m wide x 1m high	Yes / No	
6	Chassis Material	76mm x 38 mm x 6mm thick galvanised steel hot rolled channel iron	Yes / No	
7	Floor Material	3mm thick stainless steel plate with additional under floor reinforcing to secure the equipment	Yes / No	
8	Body Material	1,6mm & 1,2mm thick stainless steel sheets (profile formed and panelled)	Yes / No	
9	Lid Material	1,2mm thick stainless steel sheets (profile formed and	Yes / No	

		panelled) fitted with heavy duty lockable lid lock brackets		
10	Rear Tailgate Material	Bottom hinged tubular frame with 1,2mm thick stainless steel sheets (profile formed and panelled) with two side retainer chains to hold the tailgate in a horizontal position when opened	Yes / No	
11	Payload	+/- 300 kg (tare +/- 400kg x gvm +/- 750 kg)	Yes / No	
12	Axle	One 1600 kg 45mm solid en8 unbraked beam axle with taper roller bearings	Yes / No	
13	Coupler	50mm ball and socket type (750 kg)	Yes / No	
14	Tyres	195r14c x 8 ply steel belt radials (950 kg each)	Yes / No	
15	Rims	14" x 5 stud white steel mag rims	Yes / No	
16	Suspension	7 blade leaf springs type with shock absorbers	Yes / No	
17	Spare Wheel	One fitted with locking bracket rear under body mount	Yes / No	
18	Mudguards	All steel reinforced (outboard type)	Yes / No	
19	Jockey Wheel	Heavy duty single wheel industrial retractable type	Yes / No	
20	Support Stands	Two rear drop support stands fitted	Yes / No	
21	Lid Seals	Large "d" rubber weather seals will be fitted on the lid and tailgate	Yes / No	
22	Lights	12/24 volt protected led truck lights with rear chevron plate and side reflective tape	Yes / No	
23	Finish	Yellow zinc etch primer and polyurethane paint (white)	Yes / No	
24	Optional	Mechanical override and park brake system with auto reverse release mechanism fitted	Yes / No	
25	Manufacturer		Yes / No	
26	Country of Origin		Yes / No	

## 6.0 SPECIFICATION FOR A 48V 5000W POWER SUPPLY SYSTEM

### 6.1 SCOPE

This Tender calls for the supply and delivery of a 48V 5000W POWER SUPPLY SYSTEM suitable for powering and supplying true sine wave AC for a cable fault locating system

### 6.2 SPECIFICATION

#### a) Two AC Outputs

The main output has no break functionality. The 48V 5000W POWER SUPPLY SYSTEM must take over the supply to the connected loads in the event of a grid failure or when shore/generator power is disconnected. The No break functionality is required to be less than 20 milliseconds. Computers and other electronic equipment should continue to operate without disruption.

The second output must be live only when AC is available on the input of the 48V 5000W POWER SUPPLY SYSTEM. Loads that should not discharge the battery, like a water heater for example can be connected to this output (second output available on models rated at 3 kVA and more).

#### b) AC power available even during a grid failure

The 48V 5000W POWER SUPPLY SYSTEM must be used in off grid as well as grid connected systems. Loss of mains detection alarm must be included.

#### c) System configuring

In case of a stand-alone application, if settings have to be changed, this should be in a matter of minutes with a DIP switch setting procedure.

#### d) Features

- i. Protection key:
  - a. output short circuit
  - b. overload
  - c. battery voltage too high
  - d. battery voltage too low
  - e. temperature too high
  - f. 230 V AC on inverter output
  - g. input voltage ripple too high
- ii. Non-linear load, crest factor 3:1
- iii. At 25°C ambient
- iv. Switches off when no external AC source available
- v. Programmable relay that can a.o. be set for general alarm
  - a. DC under voltage or genset start/stop function
  - b. AC rating: 230 V/4A
  - c. DC rating: 4 A up to 35 VDC, 1 A up to 60 VDC

#### e) On-site Monitoring and control

Several options should be offered as optional extras including: Battery Monitor, Multi Control Panel, Ve.Net Blue Power Panel, Color Control Panel, smartphone or tablet (Bluetooth Smart), laptop or computer (USB or RS232).

#### f) Remote Monitoring and control

Ethernet Remote Control must be included

Data must be stored and displayed on the website, free of charge.

#### g) Remote configuring

When connected to the Ethernet, systems with optional Colour Control panel can be accessed remotely and settings can be changed.

### 6.3 COMPLIANCE WITH SPECIFICATION

NO.	DESCRIPTION	SPECIFIED REQUIREMENT	COMPLY	Required comments ONLY if Comply = No
1	BATTERIES	4 x 12V, 105 A/h	Yes / No	
2	FEATURES	PowerControl	Yes / No	
		PowerAssist	Yes / No	
		Transfer switch 100A	Yes / No	
3	INVERTER	Input voltage range (V DC) 9,5 – 17 V 19 – 33 V 38 – 66 V	Yes / No	
		Output voltage: 230 VAC $\pm$ 2%	Yes / No	
		Frequency: 50 Hz $\pm$ 0,1% (1)	Yes / No	
		Cont. output power at 25°C 5000 VA	Yes / No	
		Cont. output power at 25°C 4000 W	Yes / No	
		Cont. output power at 40°C 3700 W	Yes / No	
		Cont. output power at 65°C 3000 W	Yes / No	
		Peak power 10 000 W	Yes / No	
		Maximum efficiency (%) 94 / 95	Yes / No	
		Zero load power (W) 30 / 25	Yes / No	
		Zero load power in AES mode 25 / 30	Yes / No	
		Zero load power in Search mode 10 / 15	Yes / No	
4	CHARGER	AC Input voltage range: 187-265 VAC	Yes / No	
		Input frequency: 45 – 65 Hz	Yes / No	
		Power factor: 1	Yes / No	
		Charge voltage 'absorption' (V DC) 14,4/28,8/57,6	Yes / No	
		Charge voltage 'float' (V DC) 13,8/27,6/55,2	Yes / No	
		Storage mode (V DC) 13,2 / 26,4 / 52,8	Yes / No	
		Charge current house battery 120/70A	Yes / No	
		Battery temperature sensor	Yes / No	



5	GENERAL	Auxiliary output 50 A	Yes / No	
		Programmable relay a - g	Yes / No	
		Bus communication port For parallel and three phase operation, remote monitoring and system integration	Yes / No	
		General purpose com. port	Yes / No	
		Remote on-off	Yes / No	
		Common Characteristics Operating temp. range: -40 to +65°C (fan assisted cooling)	Yes / No	
		Humidity (non-condensing): max95%	Yes / No	
6	ENCLOSURE	Common Characteristics Material & Colour: aluminium (blue RAL 5012)	Yes / No	
		Protection category: IP 21	Yes / No	
		Battery-connection: Four M8 bolts (2 plus and 2 minus connections)	Yes / No	
		230 V AC-connection: Screw terminals 30 mm <sup>2</sup> (6 AWG)	Yes / No	
		Weight 18 kg	Yes / No	
		Dimensions (h <sub>x</sub> w <sub>x</sub> d in mm) 444x328x240	Yes / No	
7	STANDARDS	Safety EN-IEC 60335-1, EN-IEC 60335-2-29, IEC 62109-1	Yes / No	
		Emission, Immunity EN 55014-1, EN 55014-2, EN-IEC 61000-3-2, EN-IEC 61000-3-3, IEC 61000-6-1, IEC 61000-6-2, IEC 61000-6-3	Yes / No	
		Road vehicles 12V and 24V models: ECE R10-4	Yes / No	
8	ADDITIONAL FEATURES	Protection key:	Yes / No	
		a) output short circuit	Yes / No	
		b) overload	Yes / No	
		c) battery voltage too high	Yes / No	
		d) battery voltage too low	Yes / No	
		e) temperature too high	Yes / No	
		f) 230 VAC on inverter output	Yes / No	
		g) input voltage ripple too high	Yes / No	
		Non-linear load, crest factor 3:1	Yes / No	
		At 25°C ambient	Yes / No	
		Switches off when no external AC source available	Yes / No	
		Programmable relay that can a.o. be set for general alarm,	Yes / No	
		DC under voltage or genset start/stop function	Yes / No	
		AC rating: 230 V/4A	Yes / No	
		DC rating: 4 A up to 35 VDC, 1 A up to 60 VDC	Yes / No	

## 7.0 SPECIFICATION FOR THE INSTALLATION

### 7.1 SCOPE

The trailer shall be fitted with:

- a) The trailer shall be fitted with even flooring
- b) Rear swing door
- c) DB, wiring, plugs and lights
- d) An earth spike and lead
- e) Discharge/Earth stick rated for 32kV cables both XLPE and Paper cables.
- f) 15kg Fire Extinguisher
- g) Measuring Wheel for measuring the distance to fault.
- h) All the equipment listed from Clause 1 to 7 which encompasses a 16kV 1024J surge generator with portable reflectometer and cable fault pin pointer, all installed in a suitable trailer or test van with back up ac power supply and isolating transformer in a compact system design for testing and fault locating on low and medium voltage cables.

### 7.2 COMPLIANCE WITH SPECIFICATION

NO	DESCRIPTION	SPECIFIED	COMPLY	Required comments ONLY if Comply = No	
1	Installation	The trailer shall be fitted with even flooring	Yes / No		
		Rear Swing Door	Yes / No		
		DB, wiring, plugs and lights	Yes / No		
		All the equipment listed from Clause 1 to 7 which encompasses a 16kV 1024J surge generator with portable reflectometer and cable fault pin pointer, all installed in a suitable trailer or test van with back up ac power supply and isolating transformer in a compact system design for testing and fault locating on low and medium voltage cables.	Yes / No		
		An earth spike and lead	Yes / No		
2	Required Accessories	Discharge/Earth stick rated for 32kV cables both XLPE and Paper cables.	Yes / No		
		15kg Fire Extinguisher	Yes / No		
		Measuring Wheel for measuring the distance to fault.	Yes / No		
		Optional Accessories	11 - 33kV Voltage detector and stick	Yes / No	

End of Specification

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number: <b>8/2/RNM0454.</b>
Closing Time: <b>12h00</b>	Closing Date: <b>20 September 2024</b>

**The quote/tender is valid for a period of 120 days.  
The prices quoted are firm.  
All products supplied must be SABS approved.**

**TENDER NO: 8/2/RNM0454 SCHEDULE OF RATES FOR THE SUPPLY, DELIVERY AND OFFLOADING OF A 16KV 1024J SURGE GENERATOR WITH PORTABLE REFLECTOMETER, IN A SUITABLE STAINLESS-STEEL TRAILER TO RAY NKONYENI MUNICIPALITY.**

ITEM	EQUIPMENT / MATERIALS DESCRIPTION	QUANTITY	SUPPLY, DELIVER & OFF-LOAD PRICE INCL. 15% VAT
1	<b>16KV 1024J SURGE GENERATOR WITH PORTABLE REFLECTOMETER, ALL INSTALLED IN A SUITABLE STAINLESS TRAILER WITH BACK UP AC POWER SUPPLY AND ISOLATION TRANSFORMER</b>	1	R
2	<b>TRAINING OF ELECTRICITY STAFF</b>	10	R
3	<b>TOTAL</b>		R

\_\_\_\_\_  
SUPPLIER'S SIGNATURE

\_\_\_\_\_  
DATE

- Required by: .....
- At: .....
- Brand and Model .....

- Country of Origin .....
- Does offer comply with specification? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/not firm
- Delivery basis (all delivery costs must be included in the bid price) .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\*\* “ all applicable taxes “ includes value added tax, pay as you earn(PAYE), income tax , unemployment insurance fund (UIF) and skills development levies.

**\*Delete if not applicable**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

**3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....  
 .....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

**CERTIFICATION**

I, \_\_\_\_\_ THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

**CONTRACT FORM – PAST EXPERIENCE**

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF BIDDER



**PREFERENCE POINTS CLAIM FORM 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 GENERAL CONDITIONS

- 1.5 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); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.6 To be completed by the organ of state

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

- 1.7 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (c) Price; and
- (d) Specific Goals.

#### 1.8 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

- 1.10 The organ of state 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 to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

80/20 or 90/10

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Companies within Ray Nkonyeni Municipality	20	
Companies within Ugu District Municipality	15	
Companies within KwaZulu Natal	10	
Other	5	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify

that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM 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.**

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup>Includes price quotations, advertised competitive bids, limited bids and proposals.

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;

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

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**POSITION**

\_\_\_\_\_  
**NAME OF BIDDER**

<sup>3</sup> 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.