PANEL FOR SUPPLY FOR SUPPLY, DELIVERY AND OFF-LOADING OF RING MAIN UNITS FOR A THREE-YEAR PERIOD

NOTICE: 114 of 2026
BID NO:**8/2/RNM0652.**

BID NO: 8/2/RNM0652.

NAME OF THE BIDDER

_____

BID AMOUNT R _____

TECHNICAL SERVICES
P.O. BOX 5
PORT SHEPSTONE
4240

AUGUST 2026

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RAY NKONYENI MUNICIPALITY

NOTICE: 114 of 2026
BID NO: 8/2/RNM0652.

PANEL FOR SUPPLY, DELIVERY AND OFF-LOADING OF RING MAIN UNITS TO RAY NKONYENI MUNICIPALITY FOR A THREE-YEAR PERIOD

Bids are hereby invited for the Panel for supply, delivery and off-loading of Ring Main Units (RMUs) for a three-year period to Ray Nkonyeni Municipality.

Bid documents can be downloaded on www.etenders.gov.za or www.rnm.gov.za, from Thursday, 27 August 2026.

Reference: "Tender No 8/2/RNM0652: Panel for supply, delivery and off-loading of ring main units (RMUs) to Ray Nkonyeni Municipality for a three-year period.

Bidders to submit one (01) copy of the bid document together with the original bid document, bidders that fail to submit a copy will be disqualified. Fully completed Bid documents must be submitted in a sealed envelope, clearly marked **"PANEL FOR SUPPLY, DELIVERY AND OFF-LOADING OF RING MAIN UNITS TO RAY NKONYENI MUNICIPALITY FOR A THREE-YEAR PERIOD"** and must be deposited in the Bid box at the Municipal offices at 10 Connor Street, Port Shepstone, no later than 12:00 on Tuesday, 29 September 2026 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. Bidders that fail to Score a minimum of 60% for functionality will not be evaluated further. 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 and corresponding delivery notes or official purchase orders and corresponding delivery notes
Total Points	**10**	

The 80/20 preference point system shall be applicable during the evaluation and adjudication of this Bid proposal.

SPECIFIC GOALS	**POINTS**	**Verification Documents**
Companies within Ray Nkonyeni Municipality	20	CSD preferred address
Total points	**20**	

A non-compulsory clarification virtual meeting will be held on Friday 11 August 2026 26 @ 10:00. Please confirm your attendance by sending an email to Ms Nandi Sihlali nandi.sihlali@rnm.gov.za

and cc Vaneshree Moodley vaneshree.moodley@rnm.gov.za before end of business Wednesday, the 09 August 2026.

All queries to be directed to Ms Nandi Sihlali, Manager Electrical Section on 039-688-2088 or via email 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;

- Service providers are required to download bid documents before the clarification meeting, and present them in meeting on a specified date;

- 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.

- 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 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 ONE **extra** (01) copy must be submitted, failure to submit one extra copy 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)** ☐

STANDARD FORMS

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/RNM0652	CLOSING DATE:	29 SEPTEMBER 2026	CLOSING TIME:	12h00
DESCRIPTION	PANEL FOR SUPPLY, DELIVERY, AND OFF-LOADING OF RING MAIN UNITS TO RAY NKONYENI MUNICIPALITY FOR A PERIOD OF THREE YEARS				
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:

10 Connor Street
Port Shepstone
4240

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?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE**	**R**		
SIGNATURE OF BIDDER	……		**DATE**			
CAPACITY UNDER WHICH THIS BID IS SIGNED						

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. THE BID OFFER MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER;

1.5. A BIDDER WHO SUBMITTED A BID AS A JOINT VENTURE HAS INCLUDED AN ACCEPTABLE JOINT VENTURE AGREEMENT WITH HIS/HER BID;

1.6. A BIDDER WHO IS A JOINT VENTURE HAS INCLUDED MBD 4, 8 & 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM WITH HIS/HER BID

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;

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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.

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

Bidders that fail to Score a minimum of 60% for functionality will not be evaluated further. 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.

ASPECT	CRITERIA	POSSIBLE POINTS	VERIFICATION METHOD
Company Previous Experience	Company with 5 or more deliveries relating to supply, deliver and off-loading of ring main units (RMUs).	10	Attach 5 or more relevant appointment letters with corresponding delivery notes or 5 or more official purchase orders with corresponding delivery notes.
	Company with 3 to 4 deliveries relating to supply, deliver and off-loading of ring main units (RMUs).	8	Attach 3 to 4 relevant appointment letters with corresponding delivery notes or 3 to 4 official purchase orders with corresponding delivery notes.
	Company with less than 3 deliveries relating to supply, deliver and off-loading of ring main units (RMUs).	4	Attach less than 3 relevant appointment letters with corresponding delivery notes or less than 3 official purchase orders with corresponding delivery notes.
	Company with no deliveries relating to supply, deliver and off-loading of ring main units (RMUs).	0	No attached relevant appointment letters with corresponding delivery notes or official purchase orders with corresponding delivery

			notes.
MAXIMUM POSSIBLE POINTS		10 points	

SPECIFIC GOALS	POINTS	Verification Documents
Companies within Ray Nkonyeni Municipality	20	CSD preferred address
Companies within Ugu District Municipality	15	CSD preferred address
Companies within KwaZulu Natal	10	CSD preferred address
Other	5	CSD preferred address
Total points	**20**	

b) Financial Offer

The financial offer will be scored using the following formula:

Nf = W1 x[1-(P-Pm) / Pm]

Where:

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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
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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

18.1 In cases where the estimated value of the envisaged

	orders		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 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 0f 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:

Introduction and background

Ray Nkonyeni Municipality operates and maintains Ring Mian Units within its electricity distribution areas of Albersville, Oslo Beach, Marburg Industrial, Mbango, Rathboneville and Port Shepstone CBD

The site operating conditions ate critical for the switchgear as it affects the performance and the operational parameters of the MV equipment:

Description	Rating
Maximum altitude above sea level	36m
Atmospheric pressure	1015 hPa
Average mean monthly maximum temperature	20°c
Average mean monthly minimum temperature	11°c
Average annual precipitation	30.6mm
Average annual humidity	75%
Coastal / Inland	Coastal
Lightning ground flash density	3-5 flash / km² per annum

SCHEDULES: ALL SCHEDULES MUST BE FILLED, ALL TEST AND OTHER DOCUMENTATION REQUESTED MUST BE ATTACHED. FAILURE TO THIS MAY INVALIDATE THE BID

CONTENTS:

SCHEDULE A & B: SPECIFIC REQUIREMENTS AS PER NRS SCHEDULE

SCHEDULE C: APPLICABLE STANDARDS

SCHEDULE D: TECHNICAL DETAILS OF THE SPECIFICATION OFFERED.

SCHEDULE E: SUPPLEMENTARY CONDITIONS APPLICABLE TO SWITCHGEAR CONTRACTS

SCHEDULE F: PLACE OF MANUFACTURE, TESTING AND INSPECTION OF EQUIPMENT.

SCHEDULE G: QUALITY ASSURANCE / GUARANTEES OF THE EQUIPMENT OFFERED.

SCHEDULE H: DETAILS OF DOCUMENTATION ISSUED AS PART OF THIS SPECIFICATION AND DRAWINGS REQUIRED WITH TENDER.

SCHEDULE I: TESTING REQUIRED.

SCHEDULE J: DIVERGENCES FROM THE CONTRACTUAL AND TECHNICAL SPECIFICATIONS.

SCHEDULE K: SIMILAR CONTRACTS COMPLETED BY THE TENDERER

SCHEDULE M: RAY NKONYENI MUNICIPALITY DISTRIBUTION NETWORK PARAMETERS

SCHEDULE L: ENCLOSURE DETAILS

Schedule A: Purchaser's (or Municipality's) specific required requirements

Schedule B: Particulars of equipment to be supplied (to be completed by tenderer)

NB: BIDDERS ARE REQUIRED TO COMPLETE SCHEDULE B TO DEMONSTRATE COMPLIANCE OR NON-COMPLIANCE WITH THE MUNICIPALITY'S SPECIFIC REQUIREMENTS (AS SPECIFIED IN SCHEDULE A).

1	2	3	4	5
Items	**SANS 1874 subclause**	**Description**	**Schedule A**	**Schedule B**
C.1	4.1.1	Rated voltage	12kV	
C.2	4.2.1.5	Is an indoor or outdoor unit required?	Outdoor	
C.3	4.2.2.1	Is an extensible or non-extensible unit required?	Non-extensible	
C.4	4.2.2.2	Is an extensible unit required?	No	
C.5	4.2.3.2	Degree of protection of unit offered (IP54)	Bidder to specify	
C.6	4.2.4	Specify the configuration	Bidder to indicate/ specify in tender document	
C.8	4.2.5.2	Type of cable testing facility offered	Bidder to specify	
C.10	4.2.9.2	State details of interlocks with remote equipment offered	Bidder to specify	
C.11	4.3.1.2	Rated normal current of a switch disconnector A	630A	
C.12	4.3.2.1	The insulating medium, or the interrupting medium (or both) of switch disconnectors, if there is a preference	SF6	
C.13	4.3.2.2	The insulating medium, or the interrupting medium (or both) of switch disconnectors offered	Bidder to specify	

1	2	3	4	5
Item	**SANS 1874 sub clause**	**Description**	**Schedule A**	**Schedule B**
C.27	4.6.5	What is insulation medium of the busbar chamber?	Bidder to specify	
C.28	4.7.1.1	Is a cable box required?	Yes	
C.29	4.7.1.2	Compound-filled or air-filled cable box required?	Air	
C.30	4.7.1.3	Cable type Maximum size(s)	150mm^2	
C.31	4.7.1.4	Dimensions of cable trench: (a) depth in mm (b) width in mm	Bidder to indicate/ specify in tender document	
C.32	4.7.2.2	Termination type	Bidder to specify	
C.33	4.7.3.3	Quantity of compound required kg	Bidder to specify	
C.34	4.7.4.2	Are only C bushings required? Yes/No	Bidder to indicate/ specify in tender document	
C.35	4.7.5.1	Are the accessories for cable termination to be supplied by the supplier	Bidder to indicate/ specify in tender document	
C.36	4.7.5.2	Are cable glands to be insulated and fitted with an earth and fitted with an earth strap? Yes/No	No	
C.37	4.7.5.4	Required method of clamping the cables	Clamp	
C.40	4.9.3	Is a pressure-checking device required? Yes/No	Yes	
C.41	4.9.5	Quantity of SF6 in Litres (L)	Bidder to indicate/ specify in tender document	
C.42	4.10.1	Maximum earth fault current in kA	20kA	
C.43	4.10.3	Size of clamping screw or nut offered	Bidder to specify	
C.44	4.10.7	Size of hole in earthing bar in mm	Bidder to specify	

C.45	4.11	Is live circuit indication required? Yes/No Type of indicator required For which circuits is indication required?	Yes Neon indicators All	
C.46	4.12.1	Is earth fault indication required? Yes/No	Yes	
		Allow for remote monitoring and control - RTU to be provided? Yes/No	Yes	
		Provision for remote status indications and alarms required. Yes/No	Yes	
		Local indications to be provided? Yes/No	Yes	

1	2	3	4	5
Item	**SANS 1874 subclause**	**Description**	**Schedule A**	**Schedule B**
C.47	4.12.2	Type of earth fault indication offered	Bidder to specify	
C.48	4.13.1	Is a kiosk required? Yes/No	Yes	
C.50	4.14.2	Recommended types of tools to install and maintain unit	Bidder to specify	
C.51	4.15.1	Method used to attach rating plates	Bidder to specify	
C.52	4.16.1.1	Method used to attach labels	Bidder to specify	
C.53	4.16.2.5	Is engraving of main circuit designation labels required? Yes/No If yes, state details	Yes	
C.54	4.17.3	Is a special coating system required? Yes/No	Yes- Coastal spec is applicable	
C.56	4.17.7	Is the ring main unit required for a corrosive or a non-corrosive environment?	Corrosive	
C.57	5.1.3	Quantity already produced and installed in South Africa	Bidder to specify	
C.58	5.2(k)	Details of internal arc tests	Bidder to specify	
C.59	6.1	List of recommended spares	Bidder to specify	
C.60	7.1	Documentation required	Bidder to indicate/ specify in tender	

SCHEDULE C: APPLICABLE STANDARDS

The applicable SANS/SABS and International standards IEC are:

- SANS/IEC 62271 – Series of standards for medium-voltage (MV) metal-enclosed switchgear.
- IEC 62271-209 – Rated insulation levels for indoor switchgear;
- SANS/IEC 60376 – Specification of technical grade sulfur hexafluoride (SF_6) for use in electrical equipment.
- SANS 1874: 2015 – Switchgear – metal-enclosed ring main units for rated a.c. voltages above 1kV and up to and including 36kV.
- SANS 876 – Cable terminations and live conductors within air-filled enclosures (insulation co-ordination) for rated a.c. voltages from 7,2kV up to and including 36kV.
- IEC 60529 – Degrees of protection procured by enclosures (IP code).
- IEEE Std 142-2007 – Recommended practice for ground of industrial and commercial power system.
- IEEE Std 367-2012 – Recommended practice for determining the electric power substation ground potential rise and induced voltage from a power fault.
- IEEE Std 665-1995 – Guide for generating station grounding.
- IEEE Std 837-2014 - Standard for qualifying permanent connections used in substation grounding.
- SANS 10313 protection against physical damage to structures and life hazards.

SCHEDULE D: TECHNICAL DETAILS OF EQUIPMENT OFFERED

(NB: To be completed in full by tenderer)

This schedule shall be completed and signed and returned with the tender document of which it forms part.

Item No.	Description	Technical Details
1	Manufacturers Name	
2	Manufacturers type reference	
3	Circuit Breaker rated voltage	kV
4	Frequency	Hz
5	Creepage distance (mm/phase to phase kV)	Mm/kV
6	**Rated 1 min power frequency withstand voltage (rms value)**	
6.1	To earth, between poles and across opening switching device	kV
6.2	Across isolating distance	kV
7	**Rated lightning impulse withstand voltage (peak value)**	
7.1	To earth, between poles and across opening switching device	kV
7.2	Across the isolating distance	kV
8	Peak value of restriking voltage	kV
9	**Rate of rise of restriking voltage:**	
9.1	At 10% symmetrical and asymmetrical breaking capacity	kV/s
9.2	At 100% symmetrical and asymmetrical breaking capacity	kV/s
9.3	Short line conditions at full symmetrical fault current	kV/s
10	Circuit Breaker current rating	A
11	Making capacity at 11 kV	Peak kA
12	**Breaking capacity at 11 kV**	
12.1	Symmetrical	kA
12.2	Asymmetrical	kA
13	Short time withstand current (3 s)	kA
14	Rated fault current total clearance time	ms

NAME OF TENDERER: _____

DATE: _____

SIGNED: _____

NAME OF SIGNATORY: _____

SCHEDULE E: SUPPLEMENTARY CONDITIONS APPLICABLE TO SWITCHGEAR CONTRACTS

(a) Copies of short-circuit test certificates of making and breaking capacity ratings in accordance with IEC 56 shall be submitted.

Tenderers who do not submit copies of short circuit test certificates will not be considered.

If switchgear is of South African manufacture or assembly to overseas design is offered, A.S.T.A. or test certificates from a similar recognized testing authority relating to the South African product, shall be submitted. However, switchgear of South African manufacture, which has not been tested by a recognized testing authority, but which is manufactured to the identical design and specification of an overseas product which does hold a valid test certificate, will be considered, provided the tenderer submits a copy of this certificate; together with a certificate stating that the design and specification is identical to that of the overseas model and a statement of the number of similar switches already produced in South Africa.

(b) Tenderers shall submit evidence that the circuit breakers, when mounted in their normal cubicles, have been satisfactorily type tested at the rated making and breaking capacities specified in Schedule A. The tests shall embrace busbars, droppers and other primary connections.

(c) The ratings of isolating and earth switches must be supported by copies of certificates submitted with the tender to prove that the switches have been tested according to the latest relevant IEC specification.

SCHEDULE F : PLACE OF MANUFACTURE, TESTING AND INSPECTION OF EQUIPMENT

(NB: To be completed in full by tenderer)

This schedule shall be completed and signed and returned with the tender document of which it forms part.

Item No	Description	Manufacturer	Place of manufacture	Place of testing & Accreditation	Place of inspection
1.	Ring Main Unit				
2.	Current Transformers				

NAME OF TENDERER: _____

DATE: _____

SIGNED: _____

NAME OF SIGNATORY: _____

SCHEDULE G: STATE GUARANTEES AND PARTICULARS OF THE EQUIPMENT OFFERED:

Quality Assurance

A quality management system shall be set up in order to assure the quality of the metal-enclosed ring main units during design, development, production, installation and servicing. Guidance on the requirements for a quality management system may be found in the following standards: SANS 9000, SANS 9001 and SANS 9002. The details shall be subject to agreement between the municipality and supplier.

NAME OF TENDERER: _____

DATE: _____

SIGNED: _____

NAME OF SIGNATORY: _____

SCHEDULE H: DETAILS OF DOCUMENTATION REQUIRED WITH TENDER

The following documentation is to be returned with the tender document of which it forms part

1. **Drawings**
   - **1.1.** The following drawings (2 sets) shall be submitted to Municipality for approval at the time of tendering:
     - 1.1.1. a fully dimensioned general arrangement drawing of the RMU showing the cable termination enclosures, cable clamping and cable termination arrangements where appropriate
     - 1.1.2. circuit diagrams.
   - **1.2.** Any revision to drawings of units being manufactured for and supplied to the Municipality shall clearly indicate the revision number and date, and shall be submitted to the Municipality for approval at the time of tendering.

2. **Test certificates**
   - **2.1.** The supplier shall provide the Municipality with a summary of the type test certificates stipulated in General Condition section. Type test certificates shall be issued by an independent accredited testing facility.
   - **2.2.** Full routine test certificates shall be provided with the ring main units supplied. Original manufacturer's test certificates/reports for bought-out (out-sourced) equipment shall be provided with the equipment supplied.
   - **2.3.** Routine test certificates for each unit shall be traceable by reference to the manufacturer's serial reference number marked on the unit.
   - **2.4.** Any additional test certificates shall be marked "Additional tests" and kept separate from the required test certificates.

3. **Installation, operating and maintenance instructions**
   - **3.1.** Installation, operating and maintenance instructions shall be provided for the ring main units supplied. 1 set shall be supplied to the Municipality for approval at the tender stage. 1 set shall be placed in the storage facility provided on the inside of the MV compartment door of each unit supplied and 1 set to be supplied with the rest of the documentation.
   - **3.2.** The installation instructions shall include:
     - 3.2.1. a fully dimensioned general arrangement of the ring main unit, illustrating cable termination enclosures, cable clamping and cable termination arrangements where appropriate; and
     - 3.2.2. the height of any cable support clamps above base level.
   - **3.3.** The maintenance instructions shall include:
     - 3.3.1. detailed maintenance requirements and instructions
     - 3.3.2. a comprehensive list of recommended spares/replenishment parts for the ring main unit supplied, including recommended quantities.
   - **3.4.** Details of special tools required and a recommended spare parts list shall be provided (2 sets). The tools / spare parts list shall include recommended requirements for:
     - 3.4.1. commissioning; and
     - 3.4.2. routine usage; and
     - 3.4.3. routine maintenance.

4. **Catalogues**

   All available catalogues for the ring main unit shall be submitted at the time of tendering. The following typical tender drawings and descriptive data shall be included with the tender.
   - **4.1.** Full technical specifications and literature for 11kV RMU Scaled drawings; and
   - **4.2.** Plinth drawing.

SCHEDULE I: TESTING REQUIRED

1. **General Tests**
   - **1.1.** The tests shall be performed to establish the design characteristics of the ring main units and assure compliance with the requirements specified in this specification. The tests shall be conducted on new units in the same state as they are normally supplied.
   - **1.2.** The Municipality reserves the right to witness any or all of these tests. The supplier or manufacturer shall demonstrate an ability to provide means to enable the Municipality to witness such tests.
   - **1.3.** Suppliers shall submit all the required type test reports. If the units offered have been tested for compliance with an internationally accepted standard, the Municipality may accept those test reports in place of the tests covered by this specification. These type test reports and alternative test standards shall be submitted with the tender, for the Municipality's consideration.
   - **1.4.** If ring main units of South African manufacture or assembly to overseas design are offered, test certificates relating to the South African product shall be submitted. If a test certificate relating to an overseas product is submitted, it shall be accompanied by a statement that the South African manufactured unit is identical to the overseas product and the quantity of such units already produced and installed in South Africa shall be stated in schedule B.
   - **1.5.** The qualifying type tests need not be performed if they were successfully completed on a previous Municipality tender, provided that the design and material have not been changed or modified in any way. The type test certificates of completed successful type tests previously submitted shall be submitted with the current tender. Any change in the components shall be indicated at the time of tender. Reference to the appropriate enquiry for which the tests were successfully completed, shall be included in the current tender.
   - **1.6.** The transfer of test certificates between manufacturers will not be allowed.
   - **1.7.** The supplier shall ensure that type tests are valid.
   - **1.8.** If there is reasonable doubt as to the validity of test certificates submitted, for example, by virtue of modifications made to the ring main unit, the Municipality may direct that further tests are carried out at a accredited test facility in the presence of a representative of the purchaser, on a sample unit of the ring main unit in question. These tests shall be at the expense of the supplier.

2. **Qualifying tests**

2.1. Type tests

Type tests are intended to establish design characteristics. They are normally only made once and repeated only when the design, components or the material of the unit are changed. The results of the type tests are recorded as evidence of compliance with design requirements. Type tests as specified in SANS 1874 shall be carried out on the ring main unit. Note that the insulation levels of the ring main unit shall be tested in accordance with table 1. The supplier shall cover the cost of type testing and may be requested to provide the Municipality with the details of when and where these tests will be conducted.

2.1.1. **Internal arc tests**

All air and/or gas-filled enclosures of the ring main unit shall be internally arc tested and shall be fitted with suitable explosion vents to ensure overpressure release in a controlled manner to the atmosphere, during the internal arc fault. This includes the arc-testing of the cable boxes fitted to the ring main unit. The requirements for the internal arc test to be carried out for the ring main unit installed inside the mini-sub enclosure are detailed in DISSCAAM7.

2.2. Routine tests

Routine tests are intended to prove conformance of units to specific requirements and are made on every unit. These tests shall be non-destructive. The following routine tests, in addition to those specified in SANS 1874, are required:

2.2.1. **Bushing partial discharge test**

All bushings shall be subjected to a partial discharge test in accordance with SANS 60137.

2.2.2. **Circuit breaker relay test**

For ring main units with a circuit breaker T-off, the circuit breaker relay shall be tested in accordance with the following minimum requirements and a routine test certificate for the relay shall be produced and included with each mini-sub and stored in the documentation holder provided:

a) A primary current injection test shall be carried out to confirm the correct operation of the relay (i.e. the CTs, the wiring and the relay settings). The test current value and associated tripping time shall be recorded. An actual tripping time tolerance of ±10 % of the calculated (specified) tripping time is considered to be acceptable.

b) A routine check shall be included on the test certificate that confirms that the relay settings have been made in accordance Municipality's requirements.

3. Manufacturer's Routine and Type Tests

3.1. According to the composition of the switchboard, various type test certificates can be supplied:

- Impulse withstand test,
- Temperature-rise test,
- Short-time withstand current test,
- Mechanical operation test,
- Checking of degree of protection,
- Switch, circuit breaker, earthing switch making capacity.
- Switch, circuit breaker breaking capacity.
- Internal arc withstand
- Checking of partial discharge on complete unit

3.2. In addition, for switches, test reports on rated breaking and making capacity shall be supplied.

3.3. For earthing switches, test reports on making capacity, short-time withstand current and peak short- circuit current shall be supplied.

3.4. The routine tests carried out by the manufacturer shall be backed by test reports signed by the factory's quality control department. They shall include the following:

- Conformity with drawings and diagrams,
- Measurement of closing and opening speeds,
- Measurement of operating torque,
- Checking of filling pressure,
- Checking of gas-tightness,
- Checking of partial discharges on individual components,
- Dielectric testing and main circuit resistance measurement.

All of the major type tests shall have been certified at an independent authority with the tests carried outside the country of manufacture.

SCHEDULE J: DIVERGENCES FROM THE CONTRACTUAL AND TECHNICAL SPECIFICATIONS

(NB: To be completed in full by tenderer)
This Schedule shall be completed and signed and returned with the tender document of which it forms part.

1. Contractual Divergences:

If the tender does not comply contractually with the specifications or with the Council's General Conditions of Contract, Standard Conditions of Tender (Goods/Services) and General Conditions of Tender attached, in any respect, such divergence's shall be detailed below in addition to any other reference thereto contained elsewhere in the tender or accompanying letter.

_____

_____

_____

_____

2. Technical Divergences:

If the technical specifications of the switchgear or associated equipment offered does NOT comply with the technical specifications or with the relevant Standard Specification, supplementary conditions and requirement referred to by this specification, in any respect, such divergence/s shall be reflected below in addition to any other reference thereto contained elsewhere in the tender or accompanying letter.

_____

_____

_____

_____

NAME OF TENDERER: _____

DATE: _____

SIGNED: _____

NAME OF SIGNATORY: _____

SCHEDULE K: SIMILAR CONTRACTS COMPLETED BY THE TENDERER

This Schedule shall be completed in full and signed and returned with the tender document.

The tenderer must insert in the spaces provided below; a list of similar ring main unit supplied during the past three (3) years.

CUSTOMER NAME	TYPE OF RING MAIN UNIT	QUANTITY SUPPLIED	YEAR SUPPLIED

NAME OF TENDERER: _____

DATE: _____

SIGNED: _____

NAME OF SIGNATORY: _____

SCHEDULE M: RAY NKONYENI MUNICIPALITY DISTRIBUTION NETWORK PARAMETERS

Description	Rating
System frequency	50Hz
Nominal system voltage	11KV
Max rated system voltage	12KV
Design fault current	31.5KA
System earthing	Solid
Insulation: RMU cable termination box	Air-filled enclosed type
11 KV switchgear compliance	SANS 1019 IEC 62271-209
Insulation level • Rated r.m.s voltage • Rated lightning impulse withstand voltage • Rated short duration power frequency r.m.s withstand voltage	 12 kV 75kV (List 2a) 95kV (List 3b) 28kV
Minimum clearances (Voltage rating of 12kV Enclosure)	
Distance between bare metal phase-to-phase	120mm (List 2) 160mm (List 3)
Distance between bare metal and earthed metal	120mm (List 2) 160mm (List 3)
Minimum working clearances • vertical • Horizontal	 2600 mm 1200mm
Minimum creepage distance	31mm/kV

CABLE SPECIFICATIONS

1. Specifications applicable to the design, manufacture and testing cable
    - IEC 60502 - Power cables with extruded insulation and accessories.
    - SANS 1339 – Electrical cables – cross-linked polyethylene (XLPE)
2. 11 kV feeder to match existing 185mm²
3. 11kV ring feed to match existing 70mm² to 150mm² 3-core XLPE insulated Cu cable and equivalent Aluminum cable – galvanized steel wire armored and outer PVC sheath.
4. Control and supply circuit voltage
    - Protection scheme supply voltage – 110V dc
    - Initiating power supply for indication and alarms – 110V dc
5. Low voltage supply (Reynolds substation)
    - Local substation transformers rated at 400V, 3-phase, 4-wire, 50hz. The circuit shall supply AC battery unit, lighting, 3-phase socket and single-phase socket.
6. Intelligent remote control
    - New equipment is to be installed with remote terminal units for connecting to SCADA network.

SCHEDULE L : ENCLOSURE DETAILS AND SPECIAL NOTES

1. ENCLOSURE

1.1. The enclosure shell- shall have a uniform thickness of 3.5mm (3CR12)
1.2. It must be galvanized

1.3. The degree of protection of IP55 must comply with SANS 60529 -200, when the shell is completely fitted, and the doors are closed.

1.4. The protective shell must allow for natural air flow that is consistent with the IP rating to minimize internal condensation as well as comply with SANS 780.

1.5. The dimensions of the protective shell must accommodate the Ring Main Unit and existing plinth. The protective shell- shall therefore require its own separate plinth and must lie on the plinth without creating any gaps or protruding.

1.6. The colour shall be Avocado Green according to SANS 1091.

1.7. The gland plate will form part of the kiosk and shall be manufactured from 3mm thick 3CR12.

1.8. The earth stud shall be a 30mm M12 stainless steel set screw, nut and spring washer welded onto the gland plate.

2. ROOF

2.1. The roof of the shell must be unitary and common to the entire enclosure.

2.2. The roof must be so designed that it does not retain any water.

2.3. There are to be removable lifting lugs on the roof.

3. DOOR

3.1. The three-way lever locks on both doors and all parts thereof shall be of stainless steel

3.2. A standard danger sign (SANS 1186) shall be fitted on the front of the doors.

3.3. The protective shell must have internal hinges that will allow the door to fit flush with the surrounding body i.e. the gap between the doors and the surrounding frame shall be no more than 3mm. All hinges to be from stainless steel

3.4. Frame and doors need to be made in such a way not to obstruct any switching operations

4. PLINTH

4.1. The protective shell must be fitted onto the new plinth and be bolted down. The plinth should have a breaking stress of 25MPA. The plinth must meet the requirements for pre-cast concrete plinths for RMUs as contained in NRS 095:2012.
4.2. The holding down bolts must be accessible from within the shell only once the doors have been opened.
4.3. The plinths shall be supplied with enclosure.

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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: **8/2/RNM0652**
Closing Time: **12h00**	Closing Date: **29 September 2026**

- OFFER TO BE VALID FOR…120……DAYS FROM THE CLOSING DATE OF BID.
- ESCALATION WILL BE MADE ANNUALLY BASED ON THE AVERAGE CPI OF EACH COMPLETED YEAR OF THE TENDER AWARDED

PANEL FOR SUPPLY, DELIVERY AND OFF-LOADING OF RING MAIN UNITS TO RAY NKONYENI MUNICIPALITY FOR A THREE-YEAR PERIOD – RATES ONLY

ITEM	DESCRIPTION/SPECIFICATION	QTY	PRICE EXCL. VAT	PRICE INCL. VAT	DELIVERY TIMELINE (In weeks)
1	3-Way SF6 RMU Non-Extensible as follows: Switch-Switch-Circuit Breaker (SD-SD-CB) – as per technical specifications. Notes: (a) Unit to be equipped with Earth fault indicator on 2 switches. (b) Unit to be fully compliant with specifications and attached schedules. (c) Unit to be fully suitable for outdoor conditions (coastal, corrosive environment) complete with enclosure and plinth. (d) Unit equipped with RTU configuration (e) Plinth for 3-way RMU. (f) Enclosure for 3-way RMU	Unit	R		
2	4-Way SF6 RMU Non-Extensible as follows: Switch-Switch-Switch-Circuit Breaker (SD-SD-SD-CB) – as per technical specifications. Notes:	Unit	R		

	(a) Unit to be equipped with Earth fault indicator on 2 switches. (b) Unit to be fully compliant with specifications and attached schedules. (c) Unit to be fully suitable for outdoor conditions (coastal, corrosive environment) complete with enclosure and plinth. (d) Unit equipped with RTU configuration (e) Plinth for 4-way RMU. (f) Enclosure for 4-way RMU				
3	5-Way SF6 RMU Non-Extensible as follows: Switch-Switch-Circuit Breaker (SD-SD-SD-CB-CB) – as per technical specifications. Notes: (a) Unit to be equipped with Earth fault indicator on 2 switches. (b) Unit to be fully compliant with specifications and attached schedules. (c) Unit to be fully suitable for outdoor conditions (coastal, corrosive environment) complete with enclosure and plinth. (d) Unit equipped with RTU configuration (e) Plinth for 5-way RMU. (f) Enclosure for 5-way RMU	Unit	R		
4	Plinth				
	1.1. Plinth for 3-way RMU	Unit	R		
	1.2. Plinth for 4-way RMU	Unit	R		
	1.3. Plinth for 5-way RMU	Unit	R		
5	Enclosure				
	5.1 3-way enclosure	Unit	R		
	5.2. 4-way enclosure	Unit	R		
	5.3. 5-way enclosure	Unit	R		
6	Remote terminal units (RTUs) module for RMU	Unit	R		
7		Per Person	R		

	Training on Installations, Operations and Maintenance of Supplied Ring Main Units				
		TOTAL	R	**R**	

SUPPLIER'S SIGNATURE DATE

- Required by:
  ……
- At:
  ……..……

- Brand and model
  ……..……
-
- Country of origin
  ……..……

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
  ……
- Period required for delivery - **4 to 8 weeks from the date of purchase order issuance**
- Delivery: *Firm/Not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2 ...	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2…etc. must add up to 100%.
R1t, R2t ……	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR =		
				ZAR =		
				ZAR =		
				ZAR =		
				ZAR =		
				ZAR =		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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[2]):……..

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. ……

……..

[1]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.

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

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

3.9.1 If yes, furnish particulars.……..……..

……

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

3.10.1 If yes, furnish particulars.
……
……

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

3.11.1 If yes, furnish particulars
……
……

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

3.12.1 If yes, furnish particulars.
……
……

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

3.13.1 If yes, furnish particulars.
……
……

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

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

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, _____ THE UNDERSIGNED 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**

MBD 5.1

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**

MBD 6.1

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

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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:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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 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)**	**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.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……

……

……
……

MBD 8

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	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.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? **The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (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[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   (a) take all reasonable steps to prevent such abuse;

   (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

   (c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

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[3] 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**

[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.