# THE MSUNDUZI MUNICIPALITY

**HEAD: SUPPLY CHAIN MANAGEMENT**
**MRS D. N. GAMBU**

333 Church Street, Private Bag X205, Pietermaritzburg, 3200
Telephone No. 033 – 392 2597

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

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

Tenders must be submitted both in hard copy and in softcopy format on a USB Flash Drive**,** contained in sealed envelope and marked with **"Contract No. SS 76 OF 2026" and the Contract Description"** must be placed in the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297; 30.3610014), not later than **12h00** on **Tuesday, 15 December 2026**, when they will be publicly opened. **Only tenders placed in the Tender Box will be accepted.**

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**


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13. **TENDERERS PLEASE NOTE:**

13.1 Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction indistinct, or any descriptions ambiguous, or this document contain any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have the same rectified. No liability whatsoever will be incurred in respect of errors in any tender due to the Tenderer's failure to observe this requirement.

## THE MSUNDUZI MUNICIPALITY

## TENDER SUBMISSION CHECKLIST

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

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

| No. | Description | Tenderer to Tick (√) | For Official Use Only | |
|---|---|---|---|---|
| 1 | Has the Tender Document been completed in handwriting or typed and all corrections counter-signed? **(No correction fluid used)** | | ***D*** | |
| 2 | Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form? | | ***D*** | |
| 3 | Has all information as required in terms of the Tender Document been submitted with the tender? | | | |
| 4 | Has the compulsory "Tender Briefing/Site Inspection" meeting been attended and has the "Tender Briefing/Site Inspection" certificate been completed and signed at the meeting? | **Not Applicable** | ***D*** | |
| 5 | Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)? | | ***D*** | |
| 6 | Has the "Tender Form" been completed and signed? | | ***D*** | |
| 7 | Is a valid Tax Clearance Status Verification Pin attached to the Tender Document? | | ***D*** | |
| 8 | Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document? | | ***D*** | |
| 9 | Does the price includes VAT regardless of VAT status of being a VAT or Non-VAT Vendor. All prices must include VAT. | | ***D*** | |

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

Name of Service Provider : _____

Signature : _____

Date : _____

**THE MSUNDUZI MUNICIPALITY**

**TENDER NOTICE**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

The Msunduzi Municipality hereby invites proposals from service providers for the new installation maintenance and refurbishment of uninterrupted power systems in municipal facilities for the period of three years.

**Only Contractors registered with the Construction Industry Development Board (CIDB) with a Contractor Grading of 1ME/1EB, or higher, shall be eligible to submit tenders.**

Tender documents will be made available to tenderers from **14h00** on **Friday, 13 November 2026**. Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on **www.etenders.gov.za**.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R330.48 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries, please contact Ntuthuko Phungula (Community Services – Recreation & Facilities) on direct Telephone No. 033 392 2170 or e-mail address ntuthuko.phungula@msunduzi.gov.za.

For any procurement related enquiries, please contact Vuyani Msimang (Supply Chain Management Sub-Unit) on direct Telephone No. 033 – 392 2807 or e-mail address **vuyani.msimang@msunduzi.gov.za**.

Tenders must be submitted both in hard copy and on CD/USB Flash Drive contained in sealed envelopes and marked with **"SS 76 OF 2026"** and the **Contract Description** must be placed in the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297; 30.3610014), not later than **12h00** on **Tuesday, 15 December 2026**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

**Tender Validity Period:** Four (4) months commencing from the closing date of tender.

**Tender Adjudication/Evaluation Criteria**: Tenderers meeting the Mandatory Requirements of the tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Point System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the following criteria:

| No | Stage One - Functionality | Maximum Points |
|---|---|---|
| 1 | Number of successfully completed projects/contracts related to installation/refurbishment/modification and or maintenance of uninterrupted power systems successfully completed: | 20 |
| 2 | Total number of years of experience that the Project Leader in terms of installation/refurbishment/modification and or maintenance of uninterrupted power systems: Post Trade | 20 |
| 3 | Total number of trade tested Artisans with Electrical qualification | 10 |
| **Total Functionality Points** | | **50 Points** |
| **Minimum Threshold** | | **70% (35 Points)** |

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

| Specific Goals | Description | Maximum Points |
|---|---|---|
| Black Owned Enterprise (BOE) | Black Owned Enterprise (BOE)" in this context refers to a "black-owned enterprise" with at least 51% South African black ownership and/or more than 51% management control by South African black people | 5 |
| Business Enterprise Owned by Women | ≥ 20% Woman Owned Enterprise and Controlled by one or more woman or 20% Management control by one or more woman. | 5 |
| Location of a Business Enterprise | A place or structure occupied by a firm or enterprise to run its operations. This includes any structure or establishment used in conducting a business within the Msunduzi Municipality jurisdiction | 10 |
| **Total Preference Points (Specific Goals)** | | **20** |

The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

**MR. SF MNDEBELE (MUNICIPAL MANAGER)**

## THE MSUNDUZI MUNICIPALITY

## STANDARD CONDITIONS OF TENDER

### 1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract (N/A), Special Conditions of Contract (N/A), Legislation, Definitions, Specifications, Pricing Schedule, Tender Form, Drawings (N/A), Data Sheets and Annexures thereto.

### 2. COMPULSORY TENDER BRIEFING MEETING / SITE INSPECTION

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

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

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register. Tenders will not be considered from Service Providers who do not attend the meeting and who did not sign the attendance register.

### 3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Service Providers are advised that this document must be completed by being hand written or typed and originaly signed by Pen and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Service Providers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the Tender Box located at the Msunduzi Municipality’s Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297;30.3610014). The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents including any employee of the Council.

Sealed tenders endorsed with the appropriate Contract No. and Contract Title must reach the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201

not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a Service Provider may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Service Provider withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Service Provider.

## 4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Service Provider shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Service Provider communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Service Provider; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Service Provider to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition, which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Service Provider.

Prospective Service Providers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

## 5. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Service Provider must apply directly for any import permits or currency needed. However, the Council will furnish the successful Service Provider with a supporting statement, if required.

## 6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government. Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database

interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website **www.csd.gov.za** Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at **database@kzntreasury.gov.za**.

**With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD**. Negotiations for the tender award will only be concluded with the qualify Service Provider(s) who is/are registered on the CSD on or after 01 April 2016.

In order for Council to verify your Company's registration with CSD, Service Providers are required to furnish the following information for verification purposes:

| | |
|---|---|
| **CSD Supplier Number** | |
| **Unique Registration Reference Number** | |

## 7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender that the taxes of the successful Service Provider must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the Service Provider's tax obligations.

Service Providers shall be required to submit, together with the tender document, a valid Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid Tax Compliance Status Verification Pin, the Council reserves the right to verify the same on National Treasury's Central Supplier's Database.

Should the Tax status becomes non-compliant prior to the final award of the contract being made, the Council reserves the right to request the Service Provider to rectify their tax matters. In this instance, the Service Provider shall be given seven (7) working days written notice in which to comply. Should the Service Provider fail to comply with this request, the Council further reserves the right to make no award to the Service Provider and the Council shall not be held liable for any loss or damages sustained by the Service Provider.

## 8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties,

freight, insurance, customs, railage, delivery, etc, unless the Service Provider states otherwise in the proposal.

- **"Price"** means an amount of money tendered for goods or services and includes all applicable taxes less unconditional discounts.

- **Section 64(1) of the VAT Act states**: Any price charged by a vendor for a taxable supply is deemed to include VAT, whether or not explicitly stated. Thus, even if bidder B's invoice does not explicitly include VAT, the price is considered VAT inclusive.

- **NB**: when submitting this tender bidders are advised that regardless of the VAT status of being a VAT or non VAT vendor the price must include VAT

- Further to the above the price shall be deemed to be VAT inclusive regardless of whether the bidder is the VAT vendor or not.

## 9. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule.

Partial awards ***may*** be made where this is perceived by the Supply Chain Management or the Bid Evaluation Committee. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and or Local Suppliers.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter or pricing schedule submitted by the Service Provider, the prices and particulars contained in the Tender Form shall prevail.

## 10. ACCEPTANCE OF ANY TENDER

10.1 The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

10.2 The procedure/s which shall be followed with the acceptance of a tender are as follows:

10.2.1 Where in the tender document, Service Providers are required to submit Works Insurance, Sureties, Public Liability Insurance or any other provisional criteria, a letter of Provisional Acceptance will be sent to the successful Service Provider/s stipulating which amount or rate/s have been accepted and the requirements for the final award.

10.2.2 In this instance, the Service Provider/s shall be required to satisfy the requirements of the Provisional Letter of Acceptance within fourteen (14) days from date of issue of the Provisional Letter of Acceptance.

10.2.3 Should the Service Provider/s, fails to comply with the requirements of such provisional acceptance within the period specified in same or any variation thereto, and the Council elects not to confirm the provisional acceptance of the tender on that ground, the Council

may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider(s).

10.2.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the Supply Chain Management to the successful Service Provider/s

10.2.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.

10.2.6 Once the SLA has been concluded, the Tender, Provisional Letter of Acceptance, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.

10.2.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

10.3 Where no Insurances, Sureties or any other provisional criteria are required, a Final Letter of Acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.

10.4 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.

10.5 Once the SLA has been concluded, the Tender, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.

10.6 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

Unless otherwise stipulated in the covering letter submitted with the tender, the Service Provider shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Service Provider is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

## 11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi.*

The Service Provider's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto. Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

## 12. DATA SHEETS

**Service Providers should complete, in full, all the Data Sheets attached to this document. These include, but are not limited to, the following:**

- Declaration of Interest (MBD 4);
- Authority to Sign Document;
- Pricing Schedule (MBD 3.1 / 3.2 / 3.3 as applicable);
- Declaration of Bidder's Past Supply Chain Management Practices (MBD 8);
- Certificate of Independent Bid Determination (MBD 9); and
- Any other applicable Data Sheets or forms contained within the tender documentation.

Where Data Sheets and/or any other documentation are required to be commissioned, such documents must be duly stamped and signed by a Commissioner of Oaths, where applicable. Failure to complete and submit the required documentation in its entirety may result in the disqualification of the bid and render the offer non-responsive.

**Completion of Tender Form**

It is a compulsory requirement that the Tender Form be fully completed and signed by an authorised representative of the bidder. Failure to comply with this provision will render the bid unresponsive (invalid) and such bids will not be considered for adjudication.

## 13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Supply Chain Management Municipal Regulations read in conjunction with Msunduzi Supply Chain Management policy states that the Council may not make any award to a person:

(a) Who is in the service of the state;
(b) If that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
(c) Who is an advisor or consultant contracted with the municipality or municipal entity.

## 14. MUNICIPAL FEES

All Service Providers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Service Providers must include the relevant account numbers in the declaration.

## 15. OBJECTIONS

Any Service Provider aggrieved by decisions or actions taken by the Municipality must lodge within fourteen (14) calendar days from the day of receipt of a regret letter, a written objection or complaint to the Municipal Manager / Supply Chain Management. The objection must be submitted in writing with the grounds of objection within the stipulated fourteen (14) days. No objection will be entertained should the afore-mentioned condition not be adhered to, and the Municipality shall not be held liable for any loss or damages sustained by the Service Provider due to the Service Provider's failure to adhere to the above condition.

## 16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Service Providers claiming preference points shall be required to complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

***In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 2022, Preference points must be awarded for specific goals stated in the tender.***

Service Providers are required to submit proof or documentation required in terms of this tender to claim points for specific goals. Failure to do so may result in no preference points being awarded to the Service Provider and the Council shall not be held liable for any loss or damages in this regard.

## 17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Service Providers intending to tender in the form of Joint Ventures/Consortiums **should submit** the following documentation together with the tender:

1) Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;

2) CSD Reports of all parties of the Joint Venture/Consortium;

3) Signed copies of:

   a) The Declaration of Interest Form;
   b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and

   c) The Certificate of Independent Bid Determination Form.

4) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract.

Further to the above, the name of the Joint Venture/Consortium should appear on the relevant pages of the document.

## 18. ADJUDICATION CRITERIA

The tender shall be evaluated in accordance with the Evaluation Criteria as outlined in the Specifications contained herein.

## 19. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative practices are unethical and illegal. These include but are not limited to:

(i) Suggestions to fictitious lower quotations;

(ii) Reference to non-existent competition;

(iii) Exploiting errors in bids;

(iv) Soliciting tenders from Service Providers whose names appear on the list of restricted Service Providers/Suppliers/persons, and,

(v) Submission of two bids by a Service Provider.

Any attempt by a Service Provider to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

## 20. ALTERATIONS BY TENDERER

If a tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specifications, Quantities or Drawings, or to qualify the tender in any way, such changes and/or proposals are to be listed in Annexure “A” hereto, failing which the tender will be deemed to be unqualified. It must be clearly understood that the Council will be under no obligation to accept any such qualification.

## 21. OCCUPATIONAL HEALTH AND SAFETY ACT

The attached Annexure “B” hereto must be completed thereby indemnifying the Msunduzi Municipality of any claims that may arise in terms of the Occupational Health and Safety Act (Act 85 of 1993), as amended.

## THE MSUNDUZI MUNICIPALITY

## STANDARD CONDITIONS OF CONTRACT

### 1. DEFINITIONS AND INTERPRETATIONS

The following definitions shall apply: -

**"Council"** means the Msunduzi Municipality.

**"Engineer"** means the Deputy Municipal Manager: Community Services of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

**"Head: Supply Chain Management"** means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the Head: Supply Chain Management's duly appointed Representative.

**"Service Provider/Contractor**" means the Person, Firm, Service Provider or Company whose tender has been accepted by the Msunduzi Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.

**"Contract Document"** means the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions (if any), Specifications, Schedule of Quantities/Equipment, Priced Schedule of Rates and Prices, Drawings (if any), Tender Form and Annexures thereto and the final Letter of Acceptance.

**"Contract Price"** means the sum named in the tender, subject to such additions thereto or deductions therefrom as may be made from time to time under the provisions hereinafter contained.

**"Special Conditions"** means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A": Alterations by Tenderer hereof.

**"Drawings"** means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

**"Goods"** means the equipment, plant, vehicles or materials to be supplied in accordance with the Contract.

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

**"SARS"** means the South African Revenue Services.

### 2. QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the specification and shall be subjected to such tests, carried out

by such persons, as the Engineer may direct at the place of manufacture or fabrication or at the delivery site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, mass or quality, mass or quantity of any materials for testing as may be required by the Engineer. The Contractor may be present at any tests, which the Engineer decides to carry out.

## 3. SAMPLES FOR QUALITY CONTROL

If samples are required in terms of the specification, such samples shall be supplied by the Contractor at his/her own cost.

All samples approved by the Engineer will be retained by him/her as standards for the duration of the contract.

The Council reserves the right to purchase any sample submitted at the tender price. Samples not so purchased will be recoverable by the Contractor at his/her expense.

## 4. REMOVAL OF IMPROPER MATERIALS

All materials delivered to the delivery site will be inspected by the Engineer and should any be delivered which, in the opinion of the Engineer, are inferior in quality or workmanship to the deposited sample or to the standard required in the Specification or be found to be damaged on delivery, such goods shall be immediately removed by the Contractor.

No payment will be made for any materials nor for any loss incurred by the Contractor as a consequence of such rejection.

## 5. QUANTITY

The Council does not guarantee to purchase any specific quantity and orders will be placed for materials as and when they are required. The tendered price shall apply to all purchases regardless of the quantity ordered. Should the Contractor wish to place any limit on the maximum quantity to be supplied, this must be clearly stated in the tender.

## 6. DELIVERY

Prices shall include for the delivery of the materials as detailed in the specifications. The Contractor shall be responsible for all damages or breakages in transit until the materials have been accepted by the Engineer at the delivery site.

Immediately after forwarding any materials, an advice note shall be sent in duplicate to the Engineer, Private Bag X205, Pietermaritzburg, giving the size and mass of each article, where applicable, and the date of despatch.

All ordered materials shall be delivered within the period stated in the tender. If a Tenderer is unable to comply with this clause, the delivery period offered must be stated.

## 7. PENALTY FOR LATE DELIVERY

Upon any delay in delivery beyond the tendered delivery period, the Council shall be entitled forthwith to purchase services of the same description as and in lieu of those specified to be supplied, or forthwith to cancel the contract and to purchase elsewhere such materials as may be required during the contract period and the Contractor shall bear any difference in price between any materials so purchased and the tendered price.

The amount of such difference shall be paid by the Contractor to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise payable to the Contractor in respect of materials or services already delivered under this or any other contract.

## 8. TERMINATION OF THE CONTRACT

Should the Contractor (for whatever reason) fail to execute the works in accordance with the terms and conditions stated herein, the Council reserves the right to cancel the contract forthwith without prejudice to Council and the Council shall not be held liable for any loss or damages resulting from such cancellation.

Further to the above, the Council reserves the right to enforce Clause 7 above including any other remedies it may deem necessary.

## 9. TERMS OF PAYMENT

Payment will be made by the Chief Financial Officer (CFO) within thirty (30) days on receipt of a certificate of payment issued by the Engineer and will be made by means of a cheque drawn upon the Council's bankers in Pietermaritzburg. No cash payments shall be made.

Where the value of the works exceed R3 000.00 excluding VAT, the Contractor must quote the Council's VAT Registration No. 4600107835 on all Tax Invoices for payment purposes.

Where offers of discounts eg for payment within thirty (30) days of rendering accounts, are made by Contractor, these will be taken into account in the adjudication of tenders. Contractors shall be required to have a bank account in the legal name of the Contractor as indicated on the Tax Clearance Certificate. No payment whatsoever will be made should the Contractor fail to comply with this requirement and the Council shall not be held liable for any loss or damages sustained by the Contractor in this regard.

## 10. PRICE ADJUSTMENT/ESCALATION

(a) In all cases where a tendered price is offered subject to adjustment, such adjustment shall be calculated in accordance with the following formula: -

$$E = V \times \left(\frac{Ie}{Io} - 1\right)$$

Where:

E = the amount of adjustment

V = tendered price/value
Ie = index applicable at the invoice date, and
Io = the base index

unless the Contractor expressly stipulates and sets out in detail an alternative formula in terms of which prices will escalate.

Where Contractors have linked their prices to manufacturers/suppliers price increase, full disclosure of the rates/prices must be submitted together with the tender.

(b) Notwithstanding the provisions of paragraph (a), the Council shall not be liable for adjustment unless the Contractor specifies a price index (or indices) in respect of the materials to be supplied.

(c) For the purpose of calculating the amount of adjustment in terms of any formula, the base index shall be the index for ***December 2026*** regardless of the actual due tender date.

(d) The index for the previous month shall apply up to and including the 15th day of a month, thereafter the current month's index shall apply.

(e) The applicable index (indexes) is: _____

In any case where a Contractor has complied with the conditions set out above, the Council shall nonetheless not be liable to pay for adjustment unless the Contractor, in submitting an account, submits, on each occasion the Contractor does so, a separate account reflecting the adjustment amount claimed together with all calculations and documents necessary to verify the claim.

Upon receipt of the claim account referred to above, the Council shall not however be obliged to settle the account until the amount claimed is verified by the Council's Auditors in terms of the preceding paragraphs.

The Contractor must please submit claims before 31 July for the previous financial year ending 30 June. No claims submitted after this date will be entertained.

## 11. GOVERNMENT CONTROLLED PRICES

Where the tendered price of any item placed on contract is controlled by the various Control Boards constituted under the Marketing Act or by the Price Controller, such price shall, in the event of any amendment to the price ruling at the time the tender was submitted being sanctioned by the Price Controller, be subject to a like increase or decrease as the case may be. Contractors must state clearly which items are subject to such control; unless this is done no payments will be made in the excess of the tendered prices. In the event of price control over any item on contract being withdrawn during the currency of the contract, the contract price applicable to such item thereafter shall not be higher than the price in operation immediately prior to the withdrawal of price control.

If the Contractor claims escalation, Clause 10 does not apply.

## 12. FORWARD COVER

The Contractor will be deemed by submission of a tender to hold or to have arranged forward foreign exchange cover on all imported goods or materials, with the cost thereof included in the price schedule. In any case which a Contractor tenders a price subject to exchange rate fluctuations, the exchange rate/s and the date/s thereof at which the goods or materials are offered are based must be clearly indicated on Annexure "A": Alterations by Tenderer. If no exchange rate/s is indicated, the tender prices shall be considered not subject to any exchange rate fluctuations.

## 13. INSURANCE AND RAILAGE RATES ETC

Should there be any increase in the statutory rates of freight, insurance and railage, a pro rata increase or decrease shall be made in the price of the material delivered. The contractor shall notify the Municipal Manager, or the Chief Financial Officer, or the Head: Supply Chain Management as the case may be of any variation in rates as soon as the Contractor is aware of them.

A claim for increased freight, insurance and railage will be admitted on production of the original papers showing clearly that the amount has been paid by the contractor.

## 14. ASSIGNMENT AND SUBLETTING

Neither the Supplier nor the Council shall assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other.

The Supplier shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Supplier from any liability or obligation under the contract.

## 15. SECRECY OF INFORMATION

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any company of firm wanting to participate in this contract.

## 16. LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Contractor in regard to the contract shall be settled in the Republic of South Africa.

## 17. PATENT RIGHTS

The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

## 18. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE

In the event of an order being made for sequestration of the Contractors estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Contractor making application for the surrender of the Contractors estate, or if the Contractor shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Contractors creditors, or purport to do so, or if the Contractor, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Contractor, and without prejudice to the right of the Council to sue the Contractor for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

## 19. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

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

## THE MSUNDUZI MUNICIPALITY

## LEGISLATION

### 1.0 GENERAL

1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and comply with all applicable legislation. **The council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

### 2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

2.1 The OHS Act covers inter alia "any work in connection with -

a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
b) the installation, erection or dismantling of machinery;
c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.2 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure B, between the Employer and the Contractor in this contract are:

2.2.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).

2.2.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.

2.2.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.

2.2.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.

2.2.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.

2.2.6 The Mandatory shall before commencing or carrying out the work, inform the divisional inspector in writing of:-

a) the address of the premises on which such work will be carried out,
b) the nature of such work,
c) the date on which it is expected that such work will be commenced, and
d) the date on which it is expected that such work will be completed; all in terms of Clause 15c of the GAR

2.2.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

## 3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

3.1 Contractors are required to register as employers in terms of the COID Act.

3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.

3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

## 4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

4.1 Contractors are required to register as employers in terms of the LR Act.

4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

## 5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)

5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

## 6.0 THE INCOME TAX ACT (ACT 58 of 1962)

6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

## 7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

## 8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)

8.1 Where work undertaken in connection with this contract falls within the meaning of "kinds of work reserved for professional engineers" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

8.2 The Tenderer shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Tenderer shall submit at the time of tendering the name(s), qualifications and address (es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

## 9.0 GENERAL CONDITIONS OF THE CONTRACT

**The General Conditions of Contract will form part of this bid documents and may not be amended.**

## 10.0 NON-COMPLIANCE

10.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

10.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discover any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

**STANDARD SPECIFICATIONS**

**PURCHASE OF EQUIPMENT, PLANT, VEHICLES AND MATERIALS**

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

2. **DEFINITIONS**

Approved/Approval: Approved/approval by the Engineer.

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

3. **ABBREVIATIONS**

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

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

4. **NO LIMITATION BY DESCRIPTION**

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

5. **APPROVAL**

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

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

**SPECIFICATION**

## 1.0 SCOPE OF WORKS

1.1 The Works to be carried out under this contract entails the following:

1.1.1 The primary purpose of this contract calls for the repairs and maintenance of uninterrupted power systems in various Council facilities as described in the document.

1.1.2 The tender further calls for “as and when required” services listed under detailed specification. (Refurbishments, new installations with Certificate of Compliance).

## 2.0 PROJECT CHAMPION

For any **technical related enquiries**, please contact the Project Champion:

Ntuthuko Phungula (Community Services – Recreation & Facilities)
Ntuthuko.phungula@msunduzi.gov.za
033 392 2170

## 3.0 DETAIL SPECIFICATION

3.1 The Uninterrupted Power Systems Maintenance and Refurbishment contract comprises of;

3.1.1 New installations

3.1.2 Semi-annual and annual maintenance services.

3.1.3 Emergency callouts.

3.1.4 Repairs, refurbishment, new installation, modification and cleaning “as and when required”.

3.2 Detailed Preventative Maintenance Schedules (see Annexure “H”)

## 4.0 CONTRACT PERIOD

4.1 The contract period shall be 36 Months from the date of award.

## 5.0 PLACE OF DELIVERY AND DELIVERY PERIOD

5.1 Various Council buildings.

## 6.0 TENDER BRIEFING / SITE INSPECTION MEETINGS

6.1 Not Applicable.

## 7.0 INSURANCES REQUIRED

7.1 Works insurance R 200 000.00 must be kept in force until 12 months guarantee until the project is complete.

7.2 Public Liability Insurance is at a cost of R 200 000.00

**Insurance to be kept in force for the duration of the project.**

## 8.0 RETENTION

8.1 A retention of 5% to be held for a period of 12 months for any special projects undertaken under or during this contract.

8.2 A surety of 10% to be held for the duration of new installation, refurbishment, and/or modification special projects under this contract.

## 9.0 PENALTIES

9.1 A penalty of R500 per calendar day to be levied for failing to meet the implementation plan timeframes stipulated for any special projects undertaken under or during this contract and failure to meet the stipulated responsive time consecutively will lead to termination of the contract.

## 10.0 COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.

I. CIDB Regulations
II. The OHS Act (Act 85 of 1993)
III. The Labour Relations Act (Act 66 of 1995)
IV. Constitution of the Republic of South Africa, Act 108 of 1996
V. The Income Tax Act (Act 58 of 1962)
VI. Council Supply Chain Management Policy
VII. The Value Added Tax Act (Act 89 of 1991)
VIII. Municipal Finance Management Act 56 of 2003
IX. The Engineering Profession Act of South Africa (Act 114 of 1990)
X. The Compensation of Occupational Injuries and Diseases Act (Act 130 of 1993)
XI. General conditions of contract of 2015

## 11.0 GUARANTEE/WARRANTY/DEFECTS LIABILITY PERIOD

11.1 A 12 months guarantee/warranty/defects liability period from date of completion.

## 12.0 DRAWINGS

12.1 Full specifications (incl. wiring diagrams) to be provided for any new projects above amount of R 100 000.00 Incl. VAT conducted during this contract.

12.2 No payment will be processed if the above requirement is not met.

## 13.0 ESCALATION

13.1 The price to remain fixed for the first 12 months, thereafter subject to escalate based on CPIX Index.

## 14.0 MAINTENANCE PERIOD

14.1 The equipment will have to be serviced and maintained semi-annual and annual intervals.

## 15.0 MATERIALS

15.1 Materials and spare parts to comply as the original equipment manufacturer.

## 16.0 MANDATORY REQUIREMENTS

16.1 The company must have CIDB grade 1ME/1EB or higher.

16.2 Project leader must submit Trade Test certificate for Electrical

16.3 The bidder must submit proof of being a registered and authorized agent or distributor for the supply of Uninterrupted Power System (UPS) batteries.

## 17.0 EVALUATION CRITERIA

The qualification criteria to be used will be functionality empowerment and qualifying tenders will be further evaluated using the 80/20 point system and registration in good standing with CIDB of 1ME/1EB or higher.

### 17.1 STAGE 1: FUNCTIONALITY

**I. Number of successfully completed projects/contracts related to installation/refurbishment/modification and or maintenance of uninterrupted power systems successfully completed:**

- no projects/contracts = 0 points
- 1 to 5 projects/contracts = 10 points

- 6 or more projects/contracts = 20 points

(Completion certificate/a copy of a confirmation letter from the contactable reference confirming that work was done successfully must be submitted with the tender document to claim points.) Failure to meet these requirements will result in no points being awarded.

**II. <u>Total number of years of experience that the Project Leader in terms of installation/refurbishment/modification and or maintenance of uninterrupted power systems: Post Trade</u>**

- less than 1-year of experience = 0 points
- greater or equals to 1 but less or equals to 5 years = 10 points
- greater than 5 years or more = 20 points

(Detailed curriculum vitae with certified copies must be submitted with the tender to claim points.) Failure to meet this requirement will result in no points awarded.

**III. <u>Total number of trade tested Artisans with Electrical qualification</u>**

- No Artisans = 0 points
- One to Two Artisan = 5 points
- Three or more Artisans = 10 points

(Certified copies of trade test certificates must be submitted with the tender to claim points.) Failure to meet this requirement will result in no points awarded.

**Total Points = 50 Points**

**Minimum Threshold = 70% = 35 Points to progress to stage two evaluation**

**NB**: **Only tenderers who score a minimum of 35 Points and above will be considered for further evaluation in Stage 2: 80/20 Preference Point System.**

17.2 **<u>STAGE 2 - PREFERENCE POINT SYSTEM (SPECIFIC GOALS 2022)</u>**

Price = 80 points
Specific goals = 20 points

| Specific Goals | BASIS OF POINTS ALLOCATION | Verification Methods | Maximum Points |
|---|---|---|---|
| Black Owned Enterprise (BOE) | Black Owned Enterprise (BOE)" in this context refers to a "black-owned enterprise" with at least 51% South African black ownership and/or more than 51% management control by South African black people | Central Supplier Database (CSD) | 5 |
| Business Enterprise Owned by Women | ≥ 20% Woman Owned Enterprise and Controlled by one or more woman or 20% Management control by one or more woman. | Central Supplier Database (CSD) | 5 |
| Location of a Business Enterprise | A place or structure occupied by a firm or enterprise to run its operations. This includes any structure or establishment used in conducting a business within the Msunduzi Municipality jurisdiction | Municipal Bill | 10 |
| **Total Preference Points (Specific Goals)** | | | **20** |

The Tenderer is to submit a full copy of the Service Provider's CSD report to claim the above described Specific Goals Preference Points.

*NB: The municipality reserve the right to verify supporting documents submitted by the bidder*

## 18.0 OBJECTIVE CRITERIA

18.1 A service provider whose case is still being dealt with by the Black Listing Committee cannot be awarded. .

- Ruling to be finalized within a reasonable time frame to ensure that there is no substantial loss of income for the service providers; if such a time has passed; service provider is eligible to bid for tenders.

- In the event that the suppliers performance (as per reference letter requirements) is a qualifying/disqualifying criterion and the service provider feels as if they were unfairly graded/rated. Can that service provider provide supporting documents to prove that the poor/ unsatisfactory performance was of external factors beyond their control? To avoid appeals/re-evaluations.

## 19.0 RATES AND TARIFFS

19.1 Ad hoc repairs and emergency callouts. A fixed rate shall apply for artisan and artisan aid and mark-up procedure to apply to item herein the report.

19.2 All rates tendered for the preventive maintenance /servicing shall be inclusive of all Contractor's labour, supervision, administration, profit, travelling, consumables and sundries.

19.3 The Service Provider may be required to undertake new installation/refurbishment and/or modification of related mechanical items as directed as such by the official Municipal Representative from time to time or as and required. A mark-up fee of 10% on material /equipment purchased and normal tendered hourly labour rates will apply. Relevant to the project contract.

## 20.0 ASSET/S INFORMATION

20.1 Contractor to specify lifespan of goods or assets supplied.

## 21.0 TENDER AWARD

21.1 The tender will be awarded as a whole to one most responsive tenderer in terms of the Msunduzi Supply Chain Management Policy.

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

**PRICING SCHEDULE**

## SECTION 1: PREVENTATIVE MAINTENANCE SERVICES

Below quantities are for adjudication purpose, quantities maybe slightly more or less.

| Item | Description | Service Schedule | Unit Cost | No. of Services | Total Amount (Unit Cost X Intervals) Incl. Vat |
|---|---|---|---|---|---|
| 1.1.1 | Meissner Classic220i-10kVa (Tatham Art Gallery) | Semi-Annual | **R** | 1 | **R** |
| | | Annual | **R** | 1 | **R** |
| 1.1.2 | Reillo – 20kVa (A.S Chetty Building) | Semi-Annual | **R** | 1 | **R** |
| | | Annual | **R** | 1 | **R** |
| 1.1.3 | Reillo – 15kVa (Msunduzi Market) | Semi-Annual | **R** | 1 | **R** |
| | | Annual | **R** | 1 | **R** |
| 1.1.4 | Meissner MP200 – 20kVa (Fire Department) | Semi-Annual | **R** | 1 | **R** |
| | | Annual | **R** | 1 | **R** |
| 1.1.5 | PSS GP800 – 6kVa (Msunduzi Market) | Semi-Annual | **R** | 1 | **R** |
| | | Annual | **R** | 1 | **R** |
| **TOTAL (Incl. VAT)** | | | | | **R** |

**SECTION 2: LABOUR RATES**

| Item | Description | Unit | Normal Rates | Emergency Rates |
|---|---|---|---|---|
| 1.1 | Artisan | Hour | **R** | **R** |
| 1.2 | Artisan Aid | Hour | **R** | **R** |
| TOTAL | | | **R** | **R** |

- ***The above rate shall be applicable on call-out and emergency call-out.***
- ***Emergency rates apply after working hours 17:00 and weekends or holidays***

**SECTION 3: SUMMARY PRICE SCHEDULE**

| Item | Description | Total Amount |
|---|---|---|
| **1.** | Semi-Annual Services | **R** |
| 2. | Annual Services | **R** |
| 3. | Artisan Normal working hours | **R** |
| 4. | Artisan aid Normal working hours | **R** |
| 5. | Artisan emergency working hours | **R** |
| 6. | Artisan aid emergency working hours | **R** |
| | **Total Carried to Tender Form (Incl. Vat)** | **R** |

**Note:**

When submitting this tender, tenderers are advised that regardless of the VAT status of being a VAT or non VAT vendor, the price must include for VAT.

Further to the above, the price shall be deemed to be VAT inclusive regardless of whether the tenderer is a VAT vendor or not.

**SIGNED ON BEHALF OF THE TENDERER:**

Name of Tenderer……

Name of Signatory……

Capacity of Signatory……...

Signature …….. Date ……...

## THE MSUNDUZI MUNICIPALITY

## SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026

## NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES

## DATA SHEET 1: INVITATION TO BID DOCUMENT

## PART A

| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY** | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | CONTRACT No. SS 76 OF 2026 | CLOSING DATE: | 15 DECEMBER 2026 | CLOSING TIME: | 12H00 |
| DESCRIPTION | NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES | | | | |
| **THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM** | | | | | |

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX AT:

| MSUNDUZI MUNICIPALITY'S CENTRAL STORES |
|---|
| 2 ABATTOIR ROAD ( OFF KERSHAW STREET) |
| PIETERMARITZBURG |
| 3201 |
| (Coordinates -29.6126297;30.3610014) |

| **SUPPLIER INFORMATION** | | | | | |
|---|---|---|---|---|---|
| NAME OF TENDERER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | **OR** | CSD No: | |

| | | | |
|---|---|---|---|
| ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐ No<br>[IF YES, ANSWER PART B:3 ] |
| **TOTAL NUMBER OF ITEMS OFFERED** | | **TOTAL BID PRICE** | **R** |
| **SIGNATURE OF TENDERER** | …… | **DATE** | |
| **CAPACITY UNDER WHICH THIS BID IS SIGNED** | | | |

| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:** | | **TECHNICAL INFORMATION MAY BE DIRECTED TO:** | |
|---|---|---|---|
| DEPARTMENT | SCM UNIT | CONTACT PERSON | NTUTHUKO PHUNGULA |
| CONTACT PERSON | VUYANI MSIMANG | TELEPHONE NUMBER | 033 392 2170 |
| TELEPHONE NUMBER | 033 – 392 2807 | FACSIMILE NUMBER | N/A |
| FACSIMILE NUMBER | 086 770 2980 | E-MAIL ADDRESS | SEE BELOW: |
| E-MAIL ADDRESS | vuyani.msimang@msunduzi.gov.za | Ntuthuko.phungula@msunduzi.gov.za | |

## PART B

| | |
|---|---|
| **1.** | **BID SUBMISSION:** |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE** |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| **2.** | **TAX COMPLIANCE REQUIREMENTS** |
| 2.1 | TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. |
| 2.5 | TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.6 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.7 | WHERE NO TCS IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| **3.** | **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** |
| 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 TENDERER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……..

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

## DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

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

.....

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

Full Name of Signatory: .....

Capacity of Signatory: .....

Signature: .....

Date: .....

**Witnesses**:-

(1) Full Name: .....

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

(2) Full Name: .....

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

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

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

## DATA SHEET 3: DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of (***Full Name of Tenderer***)

_____

_____

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

| DESCRIPTION | **ACCOUNT No.** |
|---|---|
| Electricity | _____ |
| Water | _____ |
| Rates | _____ |

(***Attach a copy of the current Utility Bill***)

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

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

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of -.....

Physical Address.....

.....

Signature……..Date……..……

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

## DATA SHEET 4: 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 (Name) ……..

……..……..

certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

…….. ……..
Signature Date

……..... ……
Position Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

## DATA SHEET 5: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

| Item | Question | Yes | No |
|---|---|---|---|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br>(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).<br>**The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.** | Yes ☐ | No ☐ |
| 4.1.1 | If so, furnish particulars: | | |

| | | | |
|---|---|---|---|
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br>**The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.** | Yes ☐ | No ☐ |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes ☐ | No ☐ |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes ☐ | No ☐ |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes ☐ | No ☐ |
| 4.7.1 | If so, furnish particulars: | | |

## CERTIFICATION

I, the undersigned (Name) ……

……...……

certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

Signature……..…Date……

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

## DATA SHEET 6: 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.

**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.

**[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

| | |
|---|---|
| …… | …… |
| Signature | Date |
| ……. | …… |
| Position | Name of Bidder |

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

## DATA SHEET 7: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

***** Delete if not applicable

1. Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

……..

……..

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

……..

…….....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

3.1 If yes, furnish particulars

……

……

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

……

……

**CERTIFICATION**

**I, THE UNDERSIGNED, (NAME**) ……

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

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

…….. ……..

Signature Date

……..... ……

Position Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

**TENDER FORM**

The Municipal Manager
City Hall
PIETERMARITZBURG
3201

Dear Sir / Madam,

Having examined the Conditions of Tender, Specifications, Tender, Legislation and Drawings of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Conditions of Tender, Specifications, Tender, Legislation and Drawings, save as amended by any modifications as set out in Annexure "A" herein, for the prices as indicated on the Bill of Quantities herein, the **Bill of Quantities Sum Total (Including VAT)** being as follows:

R _____

In Words _____

In the event of there being any errors of extension or addition to the prices in the Bill of Quantities, I/we agree to their being corrected, the unit prices being taken as correct.

I/We are registered VAT vendors. I/We agree to undertake the works within the time frames as stated in this contract document.

I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits (if applicable) are complete and correct.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation section of this document.

I/We are registered VAT vendors and my/our VAT vendor registration number is:

_____

I/We are formally associated by written agreement with the following firms, corporations or companies:

_____

(Enter Nil if no affiliations)

I/We are fully paid up members in good standing of the following organisation(s):

_____

(Enter Nil if no affiliations)

My/Our Tender Deposit receipt number as issued by the Council is _____
*(Include a copy of the Tender Deposit Receipt if purchased at the Msunduzi Municipality)*

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the highest or any tender and acknowledge that the Head: Supply Chain Management may, in her absolute discretion if good and sufficient grounds are brought to her attention in writing within five (5) working days from the date of closing of tenders, decline to consider my/our offer.

I/We the undersigned, warrants that I am/we are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may

i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of.....

Physical Address.....

SIGNATURE.....DATE.....

**ANNEXURE "A"**

## THE MSUNDUZI MUNICIPALITY

## ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the Standard Conditions of Contract or Specification, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or, alternatively, state them in a covering letter attached to his/her tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

If no departures or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

| PAGE | SECTION OR ITEM | PROPOSED DEPARTURE/MODIFICATION |
|---|---|---|
| | | |

Signature …….. Date ……..……

**ANNEXURE "B"**

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

**OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)**

**SECTION 37(1)**

*Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –*

*(a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*

*(b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*

*(c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

*the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.*

**SECTION 37(2)**

*The provisions of subsection (1) shall "mutatis mutandi" apply in the case of a mandatary of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.*

## ACCEPTANCE BY MANDATORY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993, I, _____

(name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of _____

(Name of PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements and provisions of the Health and Safety Specifications issued by the client at the following site: _____

(Name of Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file;
- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: _____ Date: _____

(on behalf of PRINCIPAL CONTRACTOR)

Signature: _____ Date: _____

(CLIENT- Msunduzi Municipality)

Print Name: _____

(Name of CLIENT Representative)

**ANNEXURE "C"**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

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**1. GENERAL CONDITIONS**

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

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

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

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) Specific Goals.

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

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

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

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

## 2. DEFINITIONS

(a) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(b) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(c) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(d) "**highest acceptable tender"** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

(e) **"lowest acceptable tender"** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;

(f) **"price"** means amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;

(g) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(h) **"Rand Value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation;

(i) **"specific goals"** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

(j) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

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

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

Where: -

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

#### 3.2.1 POINTS AWARDED FOR PRICE

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

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

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

Where: -

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

4.2 For the purpose of this tender points will be allocated in accordance with the specific goals as outlined in the Tender Document specification and must be supported by proof / documentation stated therein.

4.3 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable

**5. SUB-CONTRACTING**

5.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

5.1.1 If yes, indicate:

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

ii) The name of the sub-contractor……

……

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

***(Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

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

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

6. **DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1 Name of company/firm……..

6.2 VAT registration number……

6.3 Company registration number……

**6.4 TYPE OF COMPANY/ FIRM**

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

***[TICK APPLICABLE BOX]***

**6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

……
……
……
……

**6.6 <u>COMPANY CLASSIFICATION</u>**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

***[TICK APPLICABLE BOX]***

**6.7 MUNICIPAL INFORMATION**

Municipality where business is situated…..……...……

Registered Account Number: ……...……

Stand Number: ……...……

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ……..…… 2.…….....……

……
**SIGNATURE(S) OF BIDDER(S)**

**DATE**: …….....

**ADDRESS**: ….....……...

.....….……

……...

**ANNEXURE "D"**

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

**TAX COMPLIANCE STATUS VERIFICATION PIN**

Please attach hereto the Tax Compliance Status Verification Pin.

**ANNEXURE "E"**

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

**CIPC REGISTRATION CERTIFICATE**

Please attach hereto proof of registration with the Companies and Intellectual Property Commission (CIPC)

**ANNEXURE "F"**

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

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

Please attach hereto proof of registration with the Central Supplier Database (CSD)

A Full Report is required for adjudication purposes.

**ANNEXURE "G"**

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

**COMPACT DISC (CD) OR USB-FLASH DRIVE**

The Compact Disc (CD) or USB-Flash Drive should be submitted in a sealed envelope and attached hereto.

The CD or USB-Flash Drive may assist both the Municipality and the Bidder in the case of any dispute with regards to the contents of the bid submitted. The scanned copy may serve as the secondary verification method.

**SIGNED ON BEHALF OF THE SERVICE PROVIDER:**

Name of Service Provider …….

Name of Signatory: ……

Capacity of Signatory: ……

Signature …….. Date …….

**All literature and attachments submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.**

**ANNEXURE "H"**

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. SS 76 OF 2026**

**NEW INSTALLATION MAINTENANCE & REFURBISHMENT OF UNINTERRUPTED POWER SYSTEMS IN MUNICIPAL FACILITIES**

**PREVENTATIVE MAINTENANCE SCHEDULES**

**QUARTERLY PREVENTATIVE MAINTENANCE SCHEDULE**

| SEMI-ANNUAL CHECKS | COMMENTS |
|---|---|
| Clean server rooms and UPS, | |
| Check batteries and associated equipment for any signs of damage or problems , | |
| Run test that all fans are operational, | |
| Record all meter readings, alarms, stored data etc. available in the system, | |
| Replace air filters, lamp in the UPS | |
| Place UPS in bypass and inspect internal components for signs of damage or overheating, | |
| Load test all batteries, | |
| Remove corrosion of battery connections, | |
| Check condition of battery hardware, cables, jars, fuses and breakers, | |
| Place UPS online and note proper operation and load level, | |

I certify that the specified services was carried out on _____

By: Name in block letters: _____

Company : _____

Time in: _____ Time out: _____ Total hours: _____

Signature of responsible officer: _____

**ANNUAL PREVENTATIVE MAINTENANCE SCHEDULE**

| ANNUAL CHECKS | COMMENTS |
|---|---|
| Clean interior of unit, | |
| Verify and/or calibrate UPS setting | |
| Check tightness of terminals, connectors, circuit breakers | |
| Replace corroded battery terminals, | |
| Clean and condition battery terminals lugs where necessary, | |
| Run test on each battery to check if they still give equal voltage | |
| Check operation of fans, | |
| Replace faulty capacitors and clean leakages and reset UPS faulty indicators, | |
| Perform system and component functional tests on all UPS equipment to ensure proper functioning within specified parameters, | |
| Replace air filters, | |

I certify that the specified services was carried out on _____

By: Name in block letters: _____

Company : _____

Time in: _____ Time out: _____ Total hours: _____

Signature of responsible officer: _____