

THE MSUNDUZI MUNICIPALITY



HEAD: SUPPLY CHAIN MANAGEMENT
Mrs D.N. Gambu

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 Pietermaritzburg, 3200
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SUPPLIES AND SERVICES CONTRACT No. E 37 OF 2024

APPOINTMENT OF SERVICE PROVIDERS FOR THE INSTALLATION, MAINTENANCE AND REPAIRS OF MEDIUM AND LOW VOLTAGE ELECTRICAL INFRASTRUCTURE: SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES

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

Tenders contained in sealed envelopes and marked with the “**CONTRACT No.**” and “**CONTRACT DESCRIPTION**” must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (formerly known as Commercial Road), Pietermaritzburg, 3201, not later than **12h00 on Friday, 14 June 2024**, when they will be opened in public. Only Tenders placed in the Tender Box before the closing time above will be accepted.

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	<u>Tenderer to Tick (✓)</u>	<u>For Official Use Only</u>	
1	Has the Tender Document been completed in INK and all corrections counter-signed? (No correction fluid used)		D	
2	Has all tendered rates been priced in INK and corrections counter-signed? (No correction fluid used)		D	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		D	
5	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?	N/A	D	
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		D	
7	Has the "Tender Form" been completed and signed?		D	
8	Has the "Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022" been completed in its entirety and signed?			
9	Is a valid Original Tax Clearance Certificate attached to the Tender Document or has a Tax Clearance Status Verification Pin been provided?		D	
10	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?		D	

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

Name of Tenderer : _____

Signature / Date : _____

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E 37 OF 2024

APPOINTMENT OF SERVICE PROVIDERS FOR THE INSTALLATION, MAINTENANCE AND REPAIRS OF MEDIUM AND LOW VOLTAGE ELECTRICAL INFRASTRUCTURE: SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES

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13.	<u>TENDERERS PLEASE NOTE: -</u>	
13.1	Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer's failure to observe this requirement.	
13.2	The Tender Notice was advertised in The Ilanga newspaper, Msunduzi Municipality and e-Tender websites on Monday, 13 May 2024 . The tender closes at 12h00 on Friday, 14 June 2024 at the City Hall, 169 Chief Albert Luthuli Street, Pietermaritzburg, 3201.	

THE MSUNDUZI MUNICIPALITY

TENDER NOTICE

SUPPLIES AND SERVICES CONTRACT No. E 37 OF 2024

APPOINTMENT OF SERVICE PROVIDERS FOR THE INSTALLATION, MAINTENANCE AND REPAIRS OF MEDIUM AND LOW VOLTAGE ELECTRICAL INFRASTRUCTURE: SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES

Tenders are hereby invited from suitably qualified and experienced Service Providers for the electrical installation, construction, maintenance and repairs of medium voltage (MV) & low voltage (LV) substations, MV & LV overhead mains and MV & LV underground mains and customer services for MV/LV operations within the Infrastructure Services (Electricity) area of supply.

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

Tender documents will be made available to tenderers from **12h00 on Monday, 13 May 2024.**

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 **R1 198.69 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries, please contact Lungisani Ntuli (Electricity Sub-Unit) on direct Telephone No. 033 – 392 5790 / Cell No. 082 724 3636 or e-mail address **lungisani.ntuli@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 a CD/USB Flash Drive contained in sealed envelopes and marked with **“Supply and Services Contract No. E37 of 2024”** and the **Contract Description** and must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street, Pietermaritzburg, 3201, not later than **12h00 on Friday, 14 June 2024**, 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: 90/10 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.	Evaluation Criteria	Maximum Points
1.	Previous Experience of the bidder (Name of traceable references with contact details to be included for verification)	24 Points

2.	Competency of Staff	40 Points
3.	Plant, Tools and Equipment of the bidder	20 Points
Total Functionality Points		84 Points
Minimum Threshold for 1 EP Contractors		54% (45 Points)
Minimum Threshold for 2 EP Contractors		64% (54 Points)
Minimum Threshold for 3 EP Contractors		71% (60 Points)
Minimum Threshold for 4 EP Contractors		77% (65 Points)
Minimum Threshold for 5 EP or Higher Contractors		83% (70 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	4
Business Enterprises owned by Women	A woman-owned business that is at least fifty-one percent (51%) owned and controlled by one or more women.	3
Location of a Business Enterprise	This includes any structure or establishment used in conducting a business within the Msunduzi municipality jurisdiction	3
Total Preference Points (Specific Goals)		10

Tenderers 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 S HLELA (ACTING MUNICIPAL MANAGER)

THE MSUNDUZI MUNICIPALITY

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Specifications, Pricing Schedule (if applicable), Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

2. COMPULSORY SITE INSPECTION / TENDER BRIEFING MEETING

Note: This clause does not apply to this tender, as the Tender Briefing will not be held.

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

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

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

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

3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

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 City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, 3201, and placed in the Tender Box situated in the Foyer, Ground Floor by the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the

delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate Contract No. and Contract Title must reach the City Hall, Pietermaritzburg not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders. Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a 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 Service Provider's failure to comply with this condition. In the case of a Service Provider withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Service Provider.

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract.

Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

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

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

5. IMPORT PERMITS

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

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system. It will electronically verify a supplier's tax status and enable public sector officials doing business with the state to be identified.

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

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

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

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

CSD Supplier Number	
Unique Registration Reference Number	

Failure to provide the above information shall render the tender to be disqualified.

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Further to the above, Service Providers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. four (4) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Service Provider to submit a further valid Tax Clearance Certificate. In this instance, the Service Provider shall be given seven (7) working days written notice in which to comply. Should the Service Provider fail to comply with this request, the Council further reserves the right to make no award to the Service Provider and the Council shall not be held liable for any loss or damages sustained by the Service Provider.

If a Service Provider has already submitted an original Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance Certificate is still valid for the full duration of the validity period for this tender. In this instance, the Service Provider will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes: -

CSD Supplier Number	
----------------------------	--

8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc., unless the Service Provider states otherwise in the proposal.

9. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices.

Partial awards *may* be made where this is perceived by the Head: Supply Chain Management or the Engineer to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and BEE's.

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

10. ACCEPTANCE OF ANY TENDER

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

10.2 Where less than three (3) tenders are received, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

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

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

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

10.3.3 Should the Service Provider/s, fails to comply with the requirements of such provisional acceptance within the period specified in same or any variation thereto, and the Council elects not to confirm the provisional acceptance of the tender on that ground, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Providers.

10.3.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the 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.

10.3.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to

enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.

- 10.3.6 Once the SLA has been concluded, the Tender, Provisional Letter of Acceptance, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
- 10.3.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.
- 10.4 Where no Insurances, Sureties or any other provisional criteria are required, a Final Letter of Acceptance stipulating which rate/s has been accepted will be sent by the 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.
- 10.4.1 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
- 10.4.2 Once the SLA has been concluded, the Tender, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
- 10.4.3 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

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

11. DOMICILIUM CITANDI ET EXECUTANDI

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

The Service Provider's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa..

12. DATA SHEETS

Service Providers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable).

Failure to comply with these provisions will render the offer unresponsive (invalid).

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

The Supply Chain Management Regulations states that the Council may not make any award to a person:

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

14. MUNICIPAL FEES

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

15. APPEALS AND/OR OBJECTIONS

Any Service Provider aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Head: Supply Chain Management. In the event that an appeal and/or objection is lodged, the following procedure shall apply:

The Service Provider shall be required to pay an appeal/objection fee in the amount of zero **point five percent (0.5%) of the total contract sum, including VAT or R2 000.00, whichever is the greater to a maximum value of R20 000.00.**

The fee is to be paid in cash or electronic fund transfer on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager/Head: Supply Chain Management. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to and the Municipality shall not be held liable for any loss or damages sustained by the Service Provider due to the Service Provider's failure to adhere to the above condition.

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

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

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

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

17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

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

- 1) Valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued

- by SARS of all parties of the Joint Venture/Consortium;
- 2) CSD Reports of all parties of the Joint Venture/Consortium;
 - 3) All parties of the Joint Venture/Consortium must submit individually signed copies of:
 - a) The Declaration of Interest Form;
 - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
 - c) The Certificate of Independent Bid Determination Form.
 - 4) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract.

Further to the above, the full name of the Joint Venture/Consortium must appear as the 'Tenderer' on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification

18. ADJUDICATION CRITERIA

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

19. COMBATIVE TENDERING

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

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in bids;
- (iv) Soliciting bids from Tenderers whose names appear on the list of restricted bidders/suppliers/persons, and,
- (v) Submission of two bids by a Tenderer.

Any **attempt** by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the 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.

21.0 OCCUPATIONAL HEALTH AND SAFETY ACT

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

THE MSUNDUZI MUNICIPALITY

STANDARD CONDITIONS OF CONTRACT FOR SUPPLIES CONTRACTS

1. DEFINITIONS

The following definitions shall apply:

"Council" means the Msunduzi Municipality.

"Engineer" means the Deputy Municipal Manager: Electricity Supply 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.

"Contractor" means the person, firm or company whose tender has been accepted by the Msunduzi Municipality and includes the supplier's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Supplier.

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

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

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

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

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

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

"SARS" Means the South African Revenue Services.

2. QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS

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

3. SAMPLES FOR QUALITY CONTROL

If samples are required in terms of the specification, such samples shall be supplied by the Contractor at his own cost. All samples approved by the Engineer will be retained by him as standards for the duration of the contract. The Council reserves the right to purchase any sample submitted at the tender price. Samples not so purchased will be recoverable by the Contractor at his own expense.

4. REMOVAL OF IMPROPER MATERIALS

All materials delivered to the delivery site will be inspected by the Engineer and should any be delivered which, in the opinion of the Engineer, are inferior in quality or workmanship to the deposited sample or to the standard required in the Specification or be found to be damaged on delivery, such goods shall be immediately removed by the Contractor. No payment will be made for any materials nor for any loss incurred by the Contractor as a consequence of such rejection.

5. QUANTITY

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

6. DELIVERY

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

Immediately after forwarding any materials, an advice note shall be sent in duplicate to the Engineer, Private Bag X205, Pietermaritzburg, giving the size and mass of each article, where applicable, and the date of despatch. All ordered materials shall be delivered within the period stated in the tender. If a Tenderer is unable to comply with this clause, the delivery period offered must be stated.

7. PENALTY FOR LATE DELIVERY

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

The amount of such difference shall be paid by the Contractor to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise payable to

the Contractor in respect of materials or services already delivered under this or any other contract.

8. **TERMINATION OF THE CONTRACT**

Should the Contractor (for whatever reason) fail to execute the works in accordance with the terms and conditions stated herein, the Council reserves the right to cancel the contract forthwith without prejudice to Council and the Council shall not be held liable for any loss or damages resulting from such cancellation. Further to the above, the Council reserves the right to enforce Clause 7 above including any other remedies it may deem necessary.

9. **TERMS OF PAYMENT**

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

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

Where offers of discounts e.g. for payment within thirty (30) days of rendering accounts, are made by Contractor, these will be taken into account in the adjudication of tenders. Contractors shall be required to have a bank account in the legal name of the Contractor as indicated on the Tax Clearance Certificate.

No payment whatsoever will be made should the Contractor fail to comply with this requirement and the Council shall not be held liable for any loss or damages sustained by the Contractor in this regard.

10. **PRICE ADJUSTMENT/ESCALATION**

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

$$E = \frac{V \times (I_e - I_o)}{I_o}$$

Where:

E	=	the amount of adjustment
V	=	tendered price/value
I _e	=	index applicable at the invoice date, and
I _o	=	the base index

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

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

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

(c) For the purpose of calculating the amount of adjustment in terms of any formula, the base index shall be the index for **June 2024** regardless of the actual due tender date.

- (d) The index for the previous month shall apply up to and including the 15th day of a month, thereafter the current month's index shall apply.
- (e) The applicable index (indexes) is: _____

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

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

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

11. GOVERNMENT CONTROLLED PRICES

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

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

12. FORWARD COVER

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

13. INSURANCE AND RAILAGE RATES ETC

Should there be any increase in the statutory rates of freight, insurance and railage, a pro rata increase or decrease shall be made in the price of the material delivered. The contractor shall notify the Municipal Manager, or the Chief Financial Officer, or the 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.**

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

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

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

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

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

- 1.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
- 1.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
- 1.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 1.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 1.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
- 1.3.6 The Mandatory shall before commencing or carrying out the work, inform the divisional inspector in writing of:-

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

all in terms of Clause 15c of the GAR

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

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

- 2.1 Contractors are required to register as employers in terms of the COID Act.
- 2.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.
- 2.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

3.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

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

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

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

5.0 THE INCOME TAX ACT (ACT 58 of 1962)

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

6.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

- 6.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.
- 6.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

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

- 7.1 Where work undertaken in connection with this contract falls within the meaning of "kinds of work reserved for professional engineers" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above

Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

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

8.0 NON-COMPLIANCE

- 8.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.
- 8.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discover any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E 37 OF 2024

APPOINTMENT OF SERVICE PROVIDERS FOR THE INSTALLATION, MAINTENANCE AND REPAIRS OF MEDIUM AND LOW VOLTAGE ELECTRICAL INFRASTRUCTURE: SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES

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

SUPPLIES AND SERVICES CONTRACT No. E 37 OF 2024

APPOINTMENT OF SERVICE PROVIDERS FOR THE INSTALLATION, MAINTENANCE AND REPAIRS OF MEDIUM AND LOW VOLTAGE ELECTRICAL INFRASTRUCTURE: SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES

SPECIFICATIONS

1. SCOPE OF WORK

- 1.1 The scope of work is for the supply of twenty (20) specialist services for the electrical installation, construction, maintenance and repairs of medium voltage (MV) & low voltage (LV) substations, MV & LV overhead mains and MV & LV underground mains and customer services for MV/LV operations within the Infrastructure Services (Electricity) area of supply, for a period not exceeding thirty-six (36) months from date of award.
- 1.2 **Only Contractors registered with the Construction Industry Development Board (CIDB) with a Contractor Grading of 1EP, or higher, shall be eligible to submit tenders**

2. PROJECT CHAMPION

- 2.1 For any **technical related enquiries regarding these specifications**, Tenderers must contact the following Project Champion:

Lungisani Ntuli (Electricity Department)
Telephone No: 033 392 5790 / 082 724 3636
E-mail Address: lungisani.ntuli@msunduzi.gov.za

3. DETAIL SPECIFICATION

3.1 General

- 3.1.1 Bidders shall accept the rates that are quoted on the Priced Schedule of Rates and indicate such acceptance of rates on the Bid Form.
- 3.1.2 Only Contractors registered with the Construction Industry Development Board (CIDB) with a minimum grading of **1EP or higher**, will be considered for adjudication. A copy of the Company's CIDB Registration Certificate must be attached to this Bid document.
- 3.1.3 Neither the Supplier nor the Council shall assign the contract or any part thereof or any benefit or interest therein or there under 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 Head of Electricity and such consent, if given, shall not relieve the Supplier from any liability or obligation under the contract.
- 3.1.4 However, if the tender comes with a Sub-Contractor Development Plan it shall be the responsibility of the Main Contractor to operate and make it work. Should the Head of Electricity authorise, the standard of workmanship of the sub-contractor should be of the same level as that of the main contractor. The main contractor will be fully responsible for the sub-contractor.
- 3.1.5 Further to the above, it must be noted that the Council shall not be held liable for any payments whatsoever to the Sub-Contractor and such arrangements shall rest between the Bidder/Supplier/Main Contractor and the Sub-Contractor.

3.2 Tools, Equipment and Plant

- 3.2.1 The Contractor shall provide his own tools and equipment as well as providing his own sundry/disposable items, e.g. mutton cloth, hand cleaner, paraffin, L.P. gas, and all necessary sundry items necessary to carry out the work required.
- 3.2.2 The contractor shall ensure provision of the tools and equipment as stated in Schedules B1-B4 of the technical specification and any other tools and equipment that may be required to perform the works. The Head of Electricity may require conducting inspection of the tools, plant and equipment at any time as part of tender evaluation process and after the contract is awarded.
- 3.2.3 The contractor shall ensure provision of the tools and equipment as stated in Schedule B2 of the technical specification, for each **UGM** maintenance and repair crew.
- 3.2.4 The contractor shall ensure provision of the tools and equipment as stated in Schedule B3 of the technical specification, for each **SUBSTATION** maintenance and repair crew.
- 3.2.5 The Contractor shall ensure provision of the tools and equipment as stated in Schedule B1 of the technical specification, for each **OHM** maintenance and repair crew.
- 3.2.6 The contractor shall ensure provision of the tools and equipment as stated in Schedule B4 of the technical specification, for each **Switching Operator's** crew.
- 3.2.7 The Contractor bidding for UGM work shall make available an air compressor and its associated equipment as and when required. He/she shall be given prior notice of 2 hours for emergency/breakdown work and a 2-day notice for planned maintenance & capital work.
- 3.2.8 The Contractor bidding for OHM work shall make available a roadworthy crane truck rated at four tonnes or above when fully extended with its associated lifting equipment and a bucket truck rated to 1 ton when fully extended as and when required. He/she shall be given prior notice of 2 hours for emergency/breakdown work and a 2-day notice for planned maintenance work.
- 3.2.9 The Contractor shall make available a roadworthy 4 x 4 vehicle to travel rough terrain when requested. The Assessment Team shall perform an audit on the equipment and tools during the evaluation stage of the enquiry. Bidders may be disqualified if:
- (a) found not to have any of the essential equipment and tools; and/or
 - (b) the equipment and tools are found to be in an unsatisfactory condition.

3.3 Competency of Contractor's Staff

- 3.3.1 It shall be a requirement of this contract that the Contractor's electrical artisans must be currently in the permanent employ of the bidder are deemed competent in terms of Msunduzi Electricity's Codes of Practice and Safety Rules. The appointment of the contractor shall be provisional up until the stipulation below is complied with.
- 3.3.2 The contractor will be issued with the competency booklet and candidates will be given a period 14 days to prepare themselves for a theoretical test. The contractor is allowed to submit two names of qualified electricians for each category that will be writing the competency test. Each candidate will have a maximum of ONLY two theoretical and practical assessments [the head of electricity may vary this based on his/her discretion].
- 3.3.3 Failure by the contractor to have one competent electrician in each category (having passed these two tests) within one month of the provisional award may render the tender liable for rejection [the head of electricity may vary this based on his/her discretion].

- 3.3.4 The contractor shall have for the duration of the contract the competent person as the responsible person for his works, work issued to him/her. Should the contractor not have a competent electrician as part of his/her team in the category that he is issued work in, the Municipality will seize to issue new work until such time that the contractor appoints a responsible person (competent person)
- 3.3.5 The Bidder shall submit copies of competency certificates of all electricians who are to be utilized on this contract.
- 3.3.6 Should the persons detailed in **Clause 3.3.15 - 3.3.18 and schedules C1-C5** cease to be utilized for this contract before the contract has expired, the Contractor shall immediately make a further submission of details as per **Clause 3.3.15 - 3.3.18 and schedules C1-C5** of the Special Conditions of Contract and tender document of the replacement persons to the Head of Electricity for approval.
- 3.3.7 Msunduzi Electricity reserves the right not to accept any of the contractor's personnel who have been allocated to this project if it is deemed that the person(s) does not have sufficient experience or qualifications. Msunduzi Electricity may give reasons for the non-acceptance of any of the contractors' personnel but is not obliged to do so.
- 3.3.8 It will be the Contractors responsibility to ensure that existing services provided by Msunduzi Electricity are not compromised, hence should a Contractor declare an Electrician who is already committed to an existing contract then Msunduzi Electricity would not consider that Electrician as being available to execute this contract. Msunduzi Electricity is an essential service provider with limited resources and has no intention of redeploying existing resources.
- 3.3.9 The Head: Electricity, his/her representative will have the right at any time to summon the Contractor to the site of the Works to attend to defects or breakdowns on work undertaken by him/her, and failure of the Contractor to respond promptly to such calls will be regarded as a breach of the contract. The Head of Electricity may at his discretion, depending on the nature of a fault and its consequences to the customers/network, instruct internal staff or a third party to fix the fault and the cost of such repair shall be borne by the contractor whose poor workmanship was the cause of fault/outage. Should there be a liability claim by the customers/user/members of the public arising from contractor's poor workmanship and or negligence; such claims will be for the contractor's costs. The Municipality may settle the claim and recover its losses from the contractor.
- 3.3.10 Contractor shall provide the Head: Electricity with a list of the names, addresses and telephone numbers of his (the Contractor's) employees who are available to be summoned for this purpose, and such list shall be kept up-to-date. The Municipality may require that all the Contractor Staff be vetted prior to them taking on the work of the Municipality, this is a safety precautions considering that the contractors would be expected to work on people's properties whilst the customers are not at their properties to guard their belongings. Customers will rely on absolute honesty of the contractor employees.
- 3.3.11 The Contractor agrees that, in and about the execution of the contract, he will not employ any other than regular and duly qualified and competent persons to do such work as is usually done by skilled workmen in contracts of this nature. No work shall be done unless carried out under the direct and personal supervision of the Competent Person referred to above. Any employee of the Contractor on the Works who is incompetent, or who shall act in an improper manner, shall be removed by the Contractor on the order of the Head: Electricity and such person shall not again be employed for the purpose of this contract without permission from the Head: Electricity or his representative.
- 3.3.12 The equipment to be maintained on this contract is highly complex and of strategic importance. Only bidders with proven previous competency and experience on this type of equipment will be considered for appointment.

- 3.3.13 The crane/bucket truck operator shall hold a valid certificate to operate a crane/bucket truck in terms of the Department of Labour requirements and shall attend a Safety Rules course.
- 3.3.14 It is a requirement of this contract that all labour employed by the contractor shall be paid a minimum wage as stipulated by the National Bargaining Council for The Electrical Industry of South Africa. Local labour and the CLO shall comply with the National Bargaining Council of the Electrical Industry respectively. These rates are subject to an increase annually.
- 3.3.15 The contractor shall be required to provide a minimum of four (4) new construction, maintenance and repair crews, as defined in 3.3.16, 3.3.17, 3.3.18 and 3.3.19 below, upon contract award.
- 3.3.16 Each UGM maintenance and repair crew shall consist of the following:
- (a) One Electrician, who shall have been deemed competent by Msunduzi in terms of the Underground Mains Code of Practices and Safety Rules;
 - (b) Two Labourers, to assist the Electrician in his duties;
 - (c) One 3 tonne truck, 1.5 tonne Panel Van or 1.5 tonne LDV or 1 tonne LDV with tow hitch, ladder racks, suitable storage facilities inside the vehicle for all the necessary tools and equipment and a canopy. The vehicles shall have a certificate of road worthiness in terms of the Road Traffic Act;
 - (d) A set of tools and equipment required for maintenance and repair of medium and low voltage substations and medium and low voltage underground mains; and
- 3.3.17 Each SUBSTATION maintenance and repair crew shall consist of the following:
- a) One Electrician, who shall have been deemed competent by Msunduzi Electricity in terms of the Substation Code of Practices and Safety Rules;
 - b) Two labourers, to assist the Electrician in his duties;
 - c) One 3 tonne truck, 1.5 tonne Panel Van or 1.5 tonne LDV or 1 tonne LDV with tow hitch, ladder racks, suitable storage facilities inside the vehicle for all the necessary tools and equipment and a canopy. The vehicles shall have a certificate of road worthiness in terms of the Road Traffic Act;
 - (d) A set of tools and equipment required for maintenance and repair of medium and low voltage substations and medium and low voltage underground mains; and
- 3.3.18 Each OHM maintenance and repair crew shall consist of the following:
- a) One electrician (Linesman), who shall have been deemed competent by Msunduzi Electricity in terms of the Overhead Lines Code of Practice;
 - b) Two labourers, to assist the electrician in his duties.
 - c) One four (4) tonne truck, one truck fitted with a bucket, one long wheelbase 4 x 4 vehicle capable of being used in all terrain with tow hitch, ladder racks, lockable storage facilities inside the vehicle for all the necessary tools and equipment and a canopy. The vehicles shall have a certificate of road worthiness in terms of the Road Traffic Act; and
 - d) A set of tools and equipment required for maintenance and repair of medium and low voltage overhead mains, low voltage underground mains.

3.3.19 Each Switching operator crew shall consist of the following:

- a) One authorized person, who shall have been deemed competent and authorized by any legal institution recognized by Sector Education and Training Authority (SETA) or Council for Higher Education (CHE) OR Department of Labour in terms of the High Voltage Operating Regulations;
- b) One assistant, to assist the switching operator in his duties.
- c) One vehicle capable of being used in all terrain with ladder racks, lockable storage facilities inside the vehicle for all the necessary tools and equipment and a canopy. The vehicles shall have a certificate of road worthiness in terms of the Road Traffic Act; and
- d) A set of tools and equipment required for performing 11KV to 132KV switching operations for overhead mains, underground mains and substations as per schedule B4.

3.3.20 In the event of Msunduzi Electricity requiring an additional maintenance and repair crew during the contract period, the Contractor shall provide the additional crew on receiving written instruction from the Msunduzi electrical Head of Electricity or his duly authorised representative and at the tendered prices as stated on the Bid Form. Preference will be given to contractors who supply electricians with multiple competencies.

3.4 Training

3.4.1 Msunduzi Electricity shall facilitate technical and safety training. All costs associated with training shall be borne by the Contractor, including training of the sub-contractor. The successful bidder's additional maintenance electricians, if not already deemed competent, shall attend, and pass the following theoretical and practical courses as stated in clauses 3.4.2, 3.4.3, 3.4.4 and 3.4.5 below. The training and assessment shall be conducted at Msunduzi Electricity premises or any other facility deemed competent by Msunduzi Electricity to offer such training.

3.4.2 UGM maintenance electrician: Underground Mains Course (MV and LV jointing/terminating). The duration of the course is 10 working days.

3.4.3 Substation maintenance electrician: Maintenance of Medium Voltage Substations Course. The duration of the course is 14 working days.

3.4.4 OHM maintenance electrician: Overhead Mains Course. The duration of the course is 10 working days.

3.4.5 Customer Services Care: The Main Contractor and his subcontractors will be required to attend customer care training that shall be financed by the contractor but the service provider identified by Msunduzi. This training shall be compulsory to all staff who are providing services to Msunduzi Municipality.

3.4.6 Switching Operator: The switching operator shall arrive at the Msunduzi municipality with the relevant switching certificate recognized by SETA/CHE, tools and any necessary equipment required to perform switching operations successfully.

3.4.7 Bidders shall complete, sign and submit the **Bid Form and Schedules A, B1, B2, B3, B4, C1, C2, C3, C4, C5, and D3**. Failure to comply with this requirement shall render the Bid liable for disqualification. The rest of the tender document, i.e. the Council's Conditions of Bid, Conditions of Contract and Special Conditions of Contract, Technical and Contractual Specifications should not be detached and retained by the Bidder. **Schedule A must be signed and submitted.**

3.5 Competency Requirements of the Contractor Team

- 3.5.1 Due to the above works being performed in the medium voltage and low voltage electrical infrastructure (substations, underground cables, overhead lines) the successful contractor will be required to pass a Msunduzi Municipality Electricity Competency Test prior to final award. The appointment of the contractor shall be provisional up until the stipulation below is complied with.
- 3.5.2 The contractor will be issued with the competency booklet and candidates will be given a period 14 days to prepare themselves for a theoretical test. The contractor is allowed to submit two names of qualified electricians for each category that will be writing the competency test. Each candidate will have a maximum of ONLY two theoretical and practical assessments [the head of electricity may vary this based on his/her discretion].
- 3.5.3 Failure by the contractor to have one competent electrician in each category (having passed these two tests) within one month of the provisional award may render the tender liable for rejection [the head of electricity may vary this based on his/her discretion].
- 3.5.4 The contractor shall have for the duration of the contract the competent person as the responsible person for his works, work issued to him/her. Should the contractor not have a competent electrician as part of his/her team in the category that he is issued work in, the Municipality will cease to issue new work until such time that the contractor appoints a responsible person (competent person).

NB: A contractor intending to change any competent staff (electricians and superintendents) shall notify the Head of Electricity in writing. The replacements shall be of the same qualifications and experience as per the submission of the tenderer. Failure to do so may render the tenderer's contract to be terminated.

3.6 General

- 3.6.1 Electricity Supply Services (ESS) business unit provides electricity to Residential, Commercial and Industrial Consumers within the Msunduzi Municipality's electricity area of supply (which comprises of Urban, Rural and Township Areas). This Contract, which will run in parallel with other reticulation Contracts issued by ESS, is intended to focus mainly on maintenance and repairs, construction work associated with medium and low voltage overhead line and underground cable, substation, service mains installations and disconnections and reconnections. This specification covers the collection and delivery to site, installation, jointing, termination, erection, pre commissioning and handing over in proper working condition of the electrical equipment detailed in Data Schedule A accompanying this specification.
- 3.6.2 As and when particular installation work is required on this Contract, a drawing will be issued which shows the actual work that is to be done. Each and every job will be discussed with the Contractor in order to define the extent of the work, and commencement and completion dates. This completion date shall be determined by mutual agreement in writing and shall constitute the contractual completion date for that particular job.
- 3.6.3 The final connection to existing live MV mains and equipment may be carried out by either Infrastructure Services (Electricity) or the Contractor on receipt of advice from the Contractor that the Works required of him/her have been completed in every detail and tested to the satisfaction of the Head of Electricity, or his/her representative. The final connection to existing live low voltage mains and equipment may be carried out by the Contractor after the Works have been completed in every detail and tested to the satisfaction of the Head of Electricity, or his/her representative.
- 3.6.4 All material, except imported soil for cable bedding and trench filling, shall be supplied by Infrastructure Services (Electricity), and is to be obtained from the **Electricity Supply**

Services (ESS) Stores, located at **140 Havelock Road, Pietermaritzburg**. The Contractor shall also be responsible for returning all unused/excess materials to the abovementioned store. The Clerks of Works shall control all unused/excess materials. Scrap or reclaimed materials shall be returned to **ESS Stores** located at **140 Havelock Road, Pietermaritzburg**.

- 3.6.5 The transporting of all material and plant (i.e. transformers, switch pillars, cables, poles, and removal of excess materials and rubble etc.) including on and off loading, handling on site, storage and safekeeping, reloading of unused excess materials, shall be the responsibility of, and carried out by the Contractor. The price offered includes the transporting to and from site, handling and safekeeping of material and plant.
- 3.6.6 Any Contract to this specification will be governed by the General Conditions of Contract (Goods/Services), General Contractual Specification, attached hereto, and to the Occupational Health and Safety Act, Act No. 85 of 1993.
- 3.6.7 Where the appropriate drawing shows that Communication Cables are affected as a result of the construction work, it shall be the responsibility of the Contractor to contact the relevant offices and inform them that the excavation may be inspected to see if their cables have been affected in any way.
- 3.6.8 All work to be undertaken on this Contract shall be carried out in accordance with the ESS Safety Rules. A copy of the Safety Rules and Codes of Practice may be viewed at ESSs' Technical Information Centre, and a copy of the relevant sections will be issued to the successful Contractor(s). Any revisions or additions to the Safety Rules or Safe Work Procedures from time to time will also be applicable to this Contract. It is important to note that it will be the Contractor's responsibility to obtain and understand the relevant sections of the Safe Work Procedures including revisions, as all work shall be done strictly in accordance with these Rules and Procedures.
- 3.6.9 The construction work shall be carried out in such a manner that partial handovers are possible, including associated MV and LV circuits, before any further construction work is carried out, unless otherwise approved by the Head of Electricity, or his/her representative.
- 3.6.10 The estimated value of the materials that are supplied by the Council for each particular project will be given to the Contractor at the time of issuing a project commencement instruction and these materials must be insured in terms of the General Contractual Specification.
- 3.6.11 Wayleaves, servitudes and access facilities required for the erection of a line or installation of a cable will be obtained by the Council, but the Contractor shall be responsible for obtaining camp sites, storage space, etc., to the approval of the Local Authority responsible.
- 3.6.12 The Contractor shall be responsible for route clearing and the costs of removing trees and bush as stipulated in the pricing schedule. If any pipes or telegraph wires have to be moved to facilitate the installation of the plant/equipment, this will be undertaken by the Council.
- 3.6.13 All precautions shall be taken for the protection of life and property in, or about, or in connection with the work until the final take over by the Council. Particular care shall be taken to avoid damage to crops or private roads, littering the veld with wire/cable off cuts or other waste material. All such waste materials shall be removed immediately from site, and the Contractor shall be responsible for any death or injury to grazing animals due to the ingestion of wire off cuts arising from his/her negligence or negligence on the part of his/her employees.
- 3.6.14 The Contractor shall guarantee his/her workmanship for a period of one (1) year, during which time all faulty workmanship shall be made good at no cost to the Council. Furthermore, due to the nature and urgency of the restoration of the electrical supply, the Contractor will be given the option to repair the fault in a certain time period, and in the event of the Contractor not

being able to repair the fault during the period given, the Council will repair the fault that has occurred as a result of poor workmanship, and then charge the Contractor accordingly for the repair work. Final Invoices shall not be paid until as built drawings are submitted by the Contractor.

3.6.14.1 Position of joints from fixed positions.

3.6.14.2 The following joint details:

- I. Size of MV cable
- II. Type of joint e.g. straight or crossed
- III. Date of execution
- IV. Weather condition at time that the joint was done
- V. Name of Artisan doing the joint

3.6.15 All Contracting staff shall have:

- I. the name of their company printed on their personal protective equipment/clothing;
- II. an identification card bearing the name of the company and name and surname of employee; and
- III. Contractor identification name and logo on the vehicles clearly indicating that the contractor is contracted under the Msunduzi Municipality on E37 of 2024 contract with start and end date.

3.6.16 A time schedule of work to be undertaken shall be provided by the Contractor before the work commences, eg. bar chart/gantt chart.

3.7 Performance Assessment

3.7.1 A performance assessment of the Contractor shall be carried out by the Head of Electricity or his/her duly authorised representative six (6) months from the commencement date of this Contract. This assessment will be based on workmanship and timeous and correctness of documentation, progress reports, non-conformance reports and invoices.

3.8 Signing of Works as Complete

3.8.1 The contractor shall appoint a responsible person who shall be dully authorized and he/she must inspect all works implemented by the contractor, confirm the quality of works, if it meets the Msunduzi Specifications, and work is complete as per documentation. Only then will the invoice be submitted to the Municipality for works payments. The Municipality will from time to time audit invoices and works, should there be any discrepancies on the invoiced works, the contractor shall be held accountable entirely.

3.9 Quality Assurance Plan / System and Implementation

3.9.1 The contractor shall establish a quality assurance system/plan that they shall follow to ensure that the works they are doing meets the minimum standards. This plan shall be followed by the contractor when executing their works.

3.10 ELECTRICAL WORKS – PART A

3.10.1 Excavations and Trenching

- 3.10.1.1 The Contractor shall, before commencing with the excavations, familiarise him/herself with the route and conditions on site. The Contractor shall be responsible for obtaining information regarding the positions of electric cables, communication cables, water pipes, storm water pipes, and sewers, along the routes to be excavated and he/she shall be held responsible for damage caused by him/her to these existing plant and services. The work shall be under the general supervision of a responsible person as required in terms of the provisions of Occupational Health and Safety Act. All trenches and excavations shall be protected with barriers and lamped at night where necessary and conform to the Occupational Health and Safety Act.
- 3.10.1.2 Where the relevant survey pegs of the route are not apparent, the exact location of the trench shall be approved on site.
- 3.10.1.3 Power driven mechanical excavators or pole planters may be used for excavation operations provided they are not used in close proximity to other underground services, or any other plant, installation or buildings liable to be damaged by the use of such excavators. Their use along sections of the route must in each case be approved by the Head of Electricity or his/her representative. For pole/stay holes, each hole shall be excavated to an approved formation in accordance with the appropriate Codes of Practice. Sides shall be timbered where necessary, so as to avoid subsidence or damage to other plants.
- 3.10.1.4 In excavations where the Contractor wishes to use pneumatic or other drilling machines, such machines shall be of an approved type and the Contractor will be required to take such further precautions to safeguard the health of the employees as the Head of Electricity or his/her representative or authorised Government Official may direct.
- 3.10.1.5 The Contractor shall be responsible for the compliance with any Statutory Regulations relating to the employment of men engaged on rock drilling or other work of a similar nature and for any fees to be paid in this connection.
- 3.10.1.6 Trial holes shall be excavated by the Contractor as per the Underground Cables Safe Work Procedures and when requested by the Head of Electricity or his/her representative, or where reasonable doubt exists regarding the proximity of other services.
- 3.10.1.7 Trenches shall be kept as straight as possible and shall be excavated to an approved formation and in accordance with the dimensions specified in ESS's Underground Cables Safe Work Procedures, unless otherwise approved by the Head of Electricity or his/her representative.
- 3.10.1.8 The bottom of each trench shall be firm and of smooth contour. A pathway shall be kept clear along both sides of the trench. Hardened road surfaces shall be machine cut without disturbing the bond between the adjacent road surface and soil. Where applicable, any associated curbing and channeling shall also be cut if it is not practicable to burrow under the obstruction.
- 3.10.1.9 The excavations shall be so executed that all railways, walls, roads, sewers, drains, pipes, cables, structures and like, shall be secured against risk of their subsidence or injury to personnel and shall be carried out to the satisfaction of the Authorities concerned.
- 3.10.1.10 Where trenches pass from one section to another, and where a change of level is necessary, the bottom of the trench shall rise or fall gradually to the approval of the Head of Electricity or his/her representative.

- 3.10.1.11 If, during the course of excavating, obstructions are encountered which necessitate alterations to the trench/hole, or the adoption of a special form of trench/hole, such excavation must receive the prior approval of the Head of Electricity or his/her representative.
- 3.10.1.12 The material excavated from each trench/hole shall be placed adjacent to the trench/hole but leaving a walk way on both sides, in such a manner as to prevent nuisance or damage to adjacent hedges, trees, ditches, drains, gateways and other property and shall be stacked so as to avoid undue interference with traffic. Where, owing to certain conditions, this is not possible, the excavated materials shall, with the approval of the Head of Electricity or his/her representative, be removed from the site and returned for Re-filling the trench/hole on completion of cable laying or pole planting. All surplus material from whatever source shall be disposed of by and at the cost of the Contractor. In order to facilitate the re use of excavated material for road foundations and surfacing, the excavated materials shall be separated into hard road material, soil and other material.
- 3.10.1.13 Unless otherwise agreed, provision shall be made during excavation and until interim restoration has been completed, for reasonable access of persons and vehicles to property or places adjacent to any excavations.
- 3.10.1.14 Where a Contractor wishes to make use of compressors or cutting machinery for the undertaking of excavations, the prior approval of the Head of Electricity or his/her representative must be obtained.
- 3.10.1.15 When the excavations of trenches/holes have been accurately executed, notice shall be given by the Contractor to the Head of Electricity or his/her representative to enable an inspection and measuring up of the trench/hole to be carried out without undue delay. Cable laying or pole/stay erection shall not commence until the Head of Electricity or his/her representative has approved the trench/hole.
- 3.10.1.16 Tree roots shall not be cut where this could be detrimental to the tree. Where trenches cross lawn areas, the grass shall be removed in squares, kept well-watered and carefully replaced.

3.11 Cable Pipes, Ducts etc.

- 3.11.1 Cable pipes, where required, will be supplied by the Council and laid and jointed in an approved manner by the Contractor.
- 3.11.2 After the cable pipes have been laid, they shall be thoroughly cleaned internally and the ends sealed in an approved manner.
- 3.11.3 Cable duct markers shall be installed where necessary.

3.12 Cable Laying

General:

The cable shall be laid according to SANS 10198 with the following additional requirements.

- 3.12.1 The Contractor shall before installing the cable and at their own expense, familiarise himself with the conditions on site and carry out soil thermal resistivity and moisture tests along the route and submit to the Engineer on completion of each section. Use of existing soil or imported soil shall be at the Engineer's discretion.
- 3.12.2 Before any cables are laid, trenches shall be inspected thoroughly to ensure that they are free from all objects likely to damage the cable either during or after cable laying operations.

- 3.12.3 The method of laying of cables shall be approved and no cable shall be winch pulled without the use of a dynamometer. The maximum tension on the cables during laying operations must not exceed the figure specified by the manufacturer. A swivel head must be used to avoid any rotation. If necessary, bond pulling techniques must be employed.
- 3.12.4 Bidders must satisfy the Head of Electricity or his/her representative that they are competent to lay the cables specified and must have had previous experience of cable laying.
- 3.12.5 The Contractor shall commence cable laying operations by arrangement with the Head of Electricity or his/her representative as soon as possible after the arrival of the cable on site.
- 3.12.6 The Contractor shall take all reasonable steps to ascertain where the cables are liable to be subjected to chemical or other damage or to electrolytic action and shall submit his/her recommendations to the Head of Electricity or his/her representative for approval of any precautionary measures to be taken in such instances.
- 3.12.7 Unless otherwise approved, the minimum clearance between the power cable to be laid and existing power cables along the routes shall be 450mm, and in accordance with Infrastructure Services (Electricity)'s Underground Cables Safe Work Procedures. Where High Voltage cables are encountered the minimum clearance shall be 2 metres. Any deviations to the above shall be to the approval of the Engineer
- 3.12.8 All cable drums shall be returned by the Contractor to the Main Electricity Store, situated at 140 Havelock Road, Pietermaritzburg.
- 3.12.9 The Contractor shall not excavate continuous cable trenches in excess of 300 m without the prior approval of the Head of Electricity or his/her representative.

3.13 Cables Laid Direct in the Ground

- 3.13.1 Before any cables are laid, trenches shall be inspected thoroughly to ensure that they are free from all objects likely to damage the cable either during or after cable laying operations.
- 3.13.2 The method of laying cables shall be approved and in accordance with Infrastructure Services (Electricity)'s Underground Cables Safe Work Procedures.
- 3.13.3 The Contractor shall lay the cables direct in the ground except where ducts, tunnels or pipes are provided, and unless instructed to the contrary by the Head of Electricity or his/her representative.
- 3.13.4 The depth at which cables are laid in the ground shall be 900mm for 11KV-33KV, 1200mm for above 33KV and 500mm for 1000V and below. Any variations from the specified depth must receive the prior approval of the Head of Electricity or his/her representative.
- 3.13.5 Rollers must be used during the laying of cables, and these shall not have sharp projecting parts which may damage the cables. They shall be carefully placed in the trench in such a manner as to not readily capsize during cable laying operations.
- 3.13.6 The Contractor shall ensure that the cables are laid with the correct phase rotation.

3.14 Cable Laid in pipes

- 3.14.1 Where cables are to be laid under or along a railway line, the Contractor shall ensure that this work is carried out in accordance with Infrastructure Services (Electricity)'s Underground Cables Safe Work Procedures.

- 3.14.2 Where required by the Head of Electricity or his/her representative, cables to be laid under roads or railways shall be laid in cable pipes, ducts or tunnels.
- 3.14.3 The Contractor shall ensure that all cable pipes are sound and free from "rag" before drawing cables therein.
- 3.14.4 Where banks of cable pipes exist, the Contractor shall keep a record and advise the Head of Electricity or his/her representative of the particular pipes used for cables covered by this specification.
- 3.14.5 Cable duct markers shall be positioned in accordance with the Safe Work Procedures.
- 3.14.6 The Contractor shall ensure that the cables are laid with the correct phase rotation.

3.15 Jointing and Terminating

The cable jointing and terminating shall be in accordance with SAN 10198 with the following additional requirements:

- 3.15.1 If required by the Head of Electricity or his/her representative, all the necessary jointing and termination of electric cables shall be done by the Contractor including connections onto existing live LV equipment if required. Jointing and/or terminating shall only be carried out by personnel who are fully trained in the jointing and/or terminating of the type of cables specified in Schedule A. Bidders shall give details of their proposed jointer's experience and training in jointing and/or terminating of the required cables.
- 5.15.2 Jointing and/or terminating shall be carried out strictly in accordance with the Infrastructure Services (Electricity)'s Underground Cables Safe Work Procedures and Safety Rules.
- 3.15.3 The Contractor will carry out all jointing and/or terminating on dead MV equipment and may be required to do the necessary jointing and/or terminating of cables on MV circuits if need be.
- 3.15.4 Where cables are to be left in the ground for jointing or terminating at a later stage, MV cables shall be suitably lead sealed, and LV cables shall be suitably taped, to prevent the ingress of moisture.

3.16 Measuring of Excavations

- 3.16.1 All measurements for the purpose of payment shall be made jointly by representatives of the Contractor and the Head of Electricity or his/her representative. The Contractor shall be responsible for obtaining the Head of Electricity or his/her representative's signature approving such measurements after the measurements have been made.
- 3.16.2 No allowance shall be made in measuring for the breaking away of the sides of the trench, sinking of earth or other such movements.

3.17 Covering, Back-filling and Reinstatement

- 3.17.1 Back filling of trenches shall not commence until the Head of Electricity, or his/her representative has inspected and approved the cables on site. Such inspection shall not be unreasonably delayed.
- 3.17.2 Where, in the opinion of the Head of Electricity or his/her representative, the soil on site is unsuitable for back filling, the Contractor shall arrange for the importation of approved material.

- 3.17.3 All excavations and back filling (whether for the purpose of cable laying, joint bays, pole holes or trial holes) shall be carried out in accordance with the Infrastructure Services (Electricity)'s Underground Cable Safe Work Procedures, and to the satisfaction of the Head of Electricity or his/her representative.
- 3.17.4 The reinstated trenches shall be maintained by the Contractor at his/her expense in a thoroughly safe condition until such time as the original surface has been restored.
- 3.17.5 All damaged tarmac and concrete surfaces will be reinstated by or through the Council.
- 3.17.6 Power driven mechanical rammers shall be used for reinstatement of the excavated materials, unless otherwise agreed by the Head of Electricity or his/her representative.
- 3.17.7 Cable duct markers shall be installed as required.

3.18 Installation and Termination of Ground Mounted Consumer Distribution Units (CDU)

- 3.18.1 All consumer distribution units shall be installed at the positions shown on the appropriate drawings and in the vertical plane.
- 3.18.2 It will be the responsibility of the Contractor to see that the sites for the CDU's are cleared of undergrowth, level and firmly compacted to receive the foundation bases.
- 3.18.3 The concrete bases shall be installed such that the base protrudes approximately 200 mm above the ground level.
- 3.18.4 The termination of underground cables into the consumer distribution units shall be done by the Contractor and in accordance with the relevant Safe Work Procedures. All the necessary lugs and fittings will be provided by the Council.
- 3.18.5 If instructed by the Head of Electricity or his/her representative, the installation of the service cables from consumer distribution units to individual houses shall be done by the Contractor.
- 3.18.6 All aluminium cable terminations onto the busbar shall be suitably greased.
- 3.18.7 The Contractor shall lock the CDUs with approved locks provided by the Council.

3.19 Installation of Medium Voltage Switch Pillars

- 3.19.1 The medium voltage switch pillar, including its concrete slab and housing, shall be installed by the Contractor in the position shown on the appropriate drawing and in the vertical plane.
- 3.19.2 The termination of the electric cables onto the MV ring main unit shall be done by the Contractor and in accordance with the relevant Safe Work Procedures. All the necessary lugs, fittings, cable boxes and termination kits shall be provided by the Council.
- 3.19.3 It will be the responsibility of the Contractor to clear the switch pillar site of undergrowth and to level and firmly compact the site to receive the foundation bases for this equipment.
- 3.19.4 A weak mix of sand and cement shall be laid in the apertures of the concrete slabs, after the cables have been made off.
- 3.19.5 All aluminium cable terminations onto the busbar shall be suitably greased.
- 3.19.6 The Contractor shall lock the Switch Pillar door with approved locks provided by the Council.

3.20 Erection and Termination of Medium and Low Voltage Aerial Bundled Conductor Systems

3.20.1 The complete aerial bundle conductor system shall be erected, terminated and pre-commission tested by the Contractor and in accordance with Infrastructure Services (Electricity)'s Overhead Line Safe Work Procedures.

3.21 Poles and Stays

3.21.1 All poles shall be positioned and erected in accordance with the requirements of the relevant drawing. They shall be planted vertically after erection and, unless forming an angle, shall be in line with each other. Poles shall not be cut. Once erected, the Contractor shall number each pole using number plates and numbers supplied, the Contractor being informed of the numbering sequence by the Head of Electricity or his/her representative.

3.21.2 Pole sizes are as shown in Schedule A.

3.22 Medium and Low Voltage Aerial Bundled Conductor (ABC)

3.22.1 All low voltage ABC supplied shall be of the Garman type, i.e. all the phase and neutral conductors being held equally in tension. Unless otherwise specified, the bundle consists of four 25 mm⁵ - 95 mm⁵ stranded aluminium conductors of equal breaking tension. Each conductor is separately insulated with black cross-linked polyethylene (XLPE), the four conductors being twisted together in a long lay.

3.22.2 The low voltage ABC cores are identified in a specific manner; the neutral conductor has one elevated longitudinal rib with no numerical marking and the phase conductors have no longitudinal ribs but carry the numbers 1, 2 and 3 respectively, spaced at maximum intervals of 100 mm and either indented to a depth of 0, 1 mm or embossed thereon.

3.22.3 Medium voltage ABC consists of three cores of 95 mm² XLPE insulated and screened aluminium conductors laid up around a galvanised steel wire catenary which is PVC served.

3.22.4 Medium voltage ABC cores are identified by the numerals 1, 2 and 3, either embossed or indented on the serving.

3.23 Fittings for use on Medium and Low Voltage Aerial Bundled Conductor

3.23.1 The tension and suspension fittings to support the ABC have the technical characteristic indicated in Schedule A.

3.23.2 A mechanical fuse is provided with every low voltage ABC suspension fitting. Mechanical fuses will not be used at tension positions.

3.23.3 Mounting brackets to secure the tension and suspension fittings shall be fixed 150 mm from the top of the pole either by drilling the pole or by the use of an approved clamping device.

3.23.4 Cast pistol grip type catenary clamps shall be used when fixing MV ABC to strain positions.

3.24 Ancillary Fittings and Connections

3.24.1 All low voltage tee-off connectors from the main bundle are of the insulation piercing, torque shear head type and are totally waterproof. A double screw or bolted connection contained within the main bundle fitting is permitted for service tee-offs.

3.24.2 If it is necessary, ABC may be jointed either in tension or non-tension situations, by use of the appropriate compression fittings and terminating material.

5.24.3 Compression lugs shall be used to terminate the ABC, and in the case of medium voltage ABC, terminations shall be made using bi-metallic lugs.

3.24.4 Where it is necessary to join the low voltage ABC onto a combined neutral earth cable, or for terminating onto equipment, compression joints shall be used where possible. In the absence of such compression joints and with the prior approval of the Head of Electricity or his/her representative, bolted connections may be permitted.

3.24.5 Where necessary, the Contractor shall mount on a low voltage ABC pole, a consumer circuit breaker terminal box or aerial consumer distribution unit and carry out the necessary wiring and electrical connection from this equipment to the aerial bundled conductor.

3.25 Aerial Bundled Conductor (ABC) Termination and Earthing

3.25.1 The Contractor shall undertake the necessary termination of the ABC conductors to the LV or MV electrical supply cable, as well as the necessary earthing of the ABC system, at positions shown on the relevant drawing and in accordance with the relevant Safe Work Procedures.

3.25.2 Jointing and terminating ABC shall be in strict accordance with Infrastructure Services (Electricity)'s Overhead Mains Safe Work Procedures.

3.25.3 Where a cable is attached to a pole, it may be necessary to protect it by a galvanised steel pipe. In this regard, the Contractor will be directed by the Head of Electricity or his/her representative.

3.26 Erection and Termination of 11 KV Aluminium Overhead Lines

When erection by crane is required, all safety aspects relating to equipment ratings, equipment stability, and the positioning of staff shall be observed.

3.26.1 Poles

3.26.1.1 All poles shall be placed in accordance with the requirements of the relevant drawings and erected in accordance with the Infrastructure Services (Electricity)'s Overhead Line Safe Work Procedures. Poles must be plumbed vertically after erection and where applicable, in line with each other. Poles shall not be cut. Once erected, the Contractor shall number each pole using number plates and numbers supplied, the Contractor being informed of the numbering sequence by the Head of Electricity or his/her representative.

3.26.1.2 The equipping of poles with cross arms, insulators, etc. may be carried out before or after the poles are erected, to the satisfaction of the Head of Electricity or his/her representative.

3.26.2 Stays

3.26.2.1 Stays must be installed where indicated on the appropriate drawing, to the approval of the Head of Electricity or his/her representative.

3.26.2.2 Holes for stays shall be excavated to an approved formation such that the base plate shall be resisted by an undisturbed part of the ground.

3.26.2.3 All stays, except ground stays, for aerial stay poles, shall be fitted with strain insulators, which shall be "made off" to the approval of the Head of Electricity or his/her representative. The price for the erection of ground stays shall include for the fitting of a stay guard where specified. The bottom of the stay guard must be secured to the stay wire to prevent any movement of the stay guard. This will be done by means of a hole in the stay guard and a copper binder. Temporary staying, where necessary, shall be provided by the Contractor and

the cost of such temporary stays shall be in accordance with the rates detailed in the Bill of Quantity prices. The temporary staying shall be removed when no longer required.

3.26.3 Backfilling and Compaction

3.26.3.1 An extremely important part of structure erection and stay installation is backfilling, and it is essential that this be carried out properly. The backfill material shall be introduced into the excavation in small quantities and thoroughly tamped or rammed to ensure maximum compaction and maximum bearing pressure.

3.26.3.2 A layer of backfill of depth not exceeding 200mm at a time shall be rammed as solidly as possible before the next layer is added. The quality of the backfill material shall be evaluated to ensure that it is suitable on its own or to establish whether it requires stabilization or enhancement to be effective. The methods of stabilisation shall be approved by the Msunduzi Electricity's representative.

3.26.3.3 Upon completion of backfilling, there shall be very little surplus soil, and this shall be mounted around the pole and compacted to ensure that water will run off.

3.26.4 Installation of Conductors

3.26.4.1 When the Contractor is about to carry out installation of conductors which involve the crossing of roads, other plant or private property, he/she shall be responsible for advising the appropriate authorities accordingly. In the event of any dispute or damage arising from such work, the Contractor shall advise the Head of Electricity or his/her representative immediately.

3.26.4.2 The configuration and spacing of the conductors shall be in accordance with the appropriate drawings and Infrastructure Services (Electricity)'s Safe Work Procedures for Overhead lines.

3.26.4.3 The fixing of draw-VICES, "come-alongs" or similar erection clamps shall be such that they do not damage the conductors.

3.26.4.4 Details of the phase conductors to be erected are stated in Schedule A.

3.26.4.5 All joints and connections shall be finished in such a manner as to reduce to a minimum the possibility of radio interference.

3.26.4.5 Mid span tension joints will not be permitted in spans across roads or railways and all other non-tension joints shall be effected by means of line taps or other method to be approved by the Head of ESS or his/her representative.

3.26.4.6 The Contractor shall be responsible for the installation, pre-tensioning and final tensioning of the conductors in accordance with the pre-tensioning table and sag-tension chart shown in ESS's Overhead Lines Safe Work Procedures. Final sagging shall be carried out using sag methods or by other means to the approval of the Head of ESS or his/her representative.

3.26.5 Conductor Regulating, Tensioning and Terminating

3.26.5.1 Before any regulating or tensioning is attempted, first ensure that the tension structures are correctly stayed against the tension. Where necessary, temporary stays will already have been installed. The conductor temperature shall then be taken by means of a thermometer inserted into the end of a length of conductor from which the centre strand has been removed to allow the insertion of the thermometer.

3.26.5.2 Prior to the tensioning of the conductors, the end of a dynamometer shall be installed within a short distance of the conductor and shall be hung up on the structure where the tensioning is to take place. The reading from this dynamometer shall be used to establish the correct sag or

tension to be applied.

3.26.5.3 It is preferred that the Contractor uses the sag method in preference to a dynamometer, however, it will be necessary for the sags to be checked for more than one span and particularly for a span remote from the pulling end. Records of temperature sag or tension, equivalent span and span at which the sag was checked shall be kept and four copies submitted on completion of the job.

3.26.6 Line Equipment

3.26.6.1 The Contractor shall erect where indicated on the drawing, any pole or platform transformers, auto-reclosers, sectionaliser, line links, MV drop out links, surge diverters, LV fuses, streetlights, etc.

3.26.7 Earthing

3.26.7.1 All earthing of equipment (i.e. transformer, auto-recloser, surge diverter, etc.) shall be carried out strictly in accordance with ESS's Overhead Lines Safe Work Procedures.

3.26.7.2 The Contractor shall install at the base of each pole carrying surge diverters, a minimum of three 1800 mm long earthing spikes, bonded together by means of a length of 40 mm² bare copper wire which shall not be connected to the overhead earth conductor (where fitted) until an earth resistance test has been conducted. The earth wire shall be bound to the poles and protected for the first two meters above the ground by means of a length of 20 mm galvanised conduit which shall also be securely fixed to the pole. The pipe shall be buried for a minimum depth of 200 mm. Where additional earthing spikes are necessary to achieve a satisfactory earth resistance, these shall be supplied by the Council and installed by the Contractor at scheduled rates.

3.26.7.3 The Contractor shall install, adjacent to pole or platform mounted transformers, two separate earths comprising a total of six 1800 mm long earthing spikes. Where additional earth spikes are required to obtain a satisfactory value of earth resistance, these will be supplied by the Council and installed by the Contractor at scheduled rates. The maximum earth resistance will be specified.

3.27 ELECTRICAL WORKS – PART B

Revenue Management - Service cable connections & metering equipment

3.27.1 General

Revenue Management Unit is inclusive of the following sub sections:-

- Installation Audit & Inspections,
- Metering and Accessories installations, Testing & Commissioning,
- Meter disconnections for nonpayment & reconnection.
- Meter removals for tampering and meter reinstatements
- Installation monitoring and reporting
- Meter replacements

Each contractor is required to perform his/ her duties according to the procedures as described below, using the correct tools as directed by the Head of Electricity or his/her representative.

3.27.2 Meter Boxes

- I. Service cables shall be neatly set and terminated into the base of the meter box using compression glands. The cable end shall be stripped back to reveal the cable cores. Tails of a sufficient length shall be left to enable easy connection to the kWh meter and protective circuit breaker.
- II. The cable below the meter box shall be protected by a PVC or galvanised steel pipe which shall extend a minimum of 200 mm below natural ground level. The protective pipe shall be fixed to the wall using galvanised saddles, wall plugs and screws at a minimum of three positions.
- III. The Contractor shall also install the kWh meter and protective circuit breaker and carry out all necessary connections (including incoming and outgoing consumer earth connections).

3.27.3 Pre-Payment Meters

- I. Pre-payment meters may be installed in formal dwellings that are wired in the conventional manner. The Contractor shall fix the CIU/UIU to an internal face of an external wall adjacent to the distribution board and carry out all necessary final connections including those of the incoming supply cable.
- II. The incoming supply cable shall be terminated into the rear of the meter using a compression gland and installed such that no part of the cable is exposed within the dwelling itself.
- III. In the case of informal dwellings, two basic methods of installation shall be employed. The first method involves mounting the combined prepayment meter and small power distribution unit to an internal face of an external wall using the appropriate technology (wall plugs and screws for brick/block dwellings, threaded rod and large square washers for wattle and daub dwellings, nuts and bolts/pop rivets for corrugated iron dwellings etc). Where the aerial service cable pull-on position cannot be made to the dwelling without the possibility of structurally damaging the dwelling, then a service pole shall be used for the pull-on position.

Note: This method is to be employed only when it has been determined by the Head of Electricity or his/her representative that the combined prepayment meter and small power distribution unit cannot be mounted directly to an internal face of an external wall. For the second method a unit mounting bracket comprising a mounting plate, cable access pipe and terminal pole clamping bracket shall be installed by the Contractor. The mounting plate and cable access pipe portion of the bracket shall be installed from within the dwelling, the cable access pipe passing through a hole in the dwelling wall made by the Contractor. The cable access pipe shall be cut to length, inserted into the pole clamping bracket and fixed, and the whole clamping arrangement secured to the pole at approximately 1, 50 m above ground level.

- IV. The incoming supply cable shall be strapped to the terminal pole, pass through the cable access pipe through to the unit mounting plate. The cable end shall then be terminated into the rear of the meter using a compression gland and arranged such that no part of the cable is exposed within the dwelling itself. The combined unit shall then be fixed to the backing plate using threaded screws and nuts. All necessary final connections shall be carried out by the Contractor, including earthing of the cable access pipe/mounting plate assembly.

The Contractor shall terminate the incoming supply cable into the rear of the unit using a compression gland and arranged such that no part of the cable is exposed within the dwelling itself. All necessary final connections shall be carried out by the Contractor.

3.27.4 Consumer Service Cables

- i. Most consumer service cables shall be of the aerial type. A few, however, will be underground, the installation and termination of which have been dealt with elsewhere in this specification. Aerial service cables shall be secured to poles or dwelling eyebolt pull-on positions using a clamping device and tensioned to between 70 and 100 kilograms depending on the span length. Where a service cable is installed from the dwelling pull-on position to the meter access hole location, the cable shall be neatly saddled to the exterior wall at 500 mm centers and/or fixed to the dwelling eaves. In certain instances, the consumer may provide conduits fixed to the exterior of the dwelling through which the Contractor shall install the service cable.
- ii. The Contractor shall fix to the dwelling wall or roof truss, service cable securing eyebolts as detailed. The Contractor shall drill a 25 mm hole through the dwelling wall for cable access and seal the hole with mortar after installation.
- iii. Service cables fixed to poles shall be strapped in position at 1000 mm centers. Where necessary a protective PVC or steel pipe shall be strapped to the pole and through which the service cable shall be installed. The protective pipe shall be installed from 200 mm below ground level to 2000 mm above ground level. Service cable terminations and the erection of poles are dealt with elsewhere in this specification.

3.27.5 Electrical Connection to the Supply Mains

Electrical connection to the service cable shall be made from an aerial bundled conductor (ABC) circuit or ground mounted consumer distribution unit (CDU). The Contractor will be required to undertake all connections, including those to existing live mains and equipment without de-energising the main or equipment involved, if possible. Connections shall be carried out as follows:

3.27.5.1 Aerial Bundled Conductor (ABC)

Consumers' service cable connections shall be made either through Consumer Circuit Breaker Terminal Boxes or Aerial Consumer Distribution Units. Both items shall be pole mounted. In the case of the former, it shall be strapped to the supply main pole directly below the ABC and connected to the supply main through tap-off connectors and 16 mm single core PVC insulated copper conductors (3 off) terminating on the circuit breaker line terminals. Consumer service cable connections shall be made from the circuit breaker load terminals and separate neutral and earth connections made directly from the ABC neutral earth conductor.

In the case of Aerial Consumer Distribution Units, the unit shall be strapped to the supply main pole with its base at approximately 5, 0 m above ground level. Five 35 mm² single core PVC insulated copper conductors installed through two 25 mm conduits shall connect the circuit breaker line terminals and neutral and earth terminal blocks to the ABC. Once again tap-off connectors shall be used for the tee-off connections. Band-it strap (or equivalent) shall hold the conduits in place and shall be located at regular intervals to ensure a neat appearance. Approximate length of the individual conductors is 3,50 m (17, 50 m total).

Separate neutral and earth connections shall be made from the ABC neutral earth conductor. Consumer service cable connections shall be made from the load terminals of the circuit breakers and the neutral and earth terminal blocks.

3.27.6 Final Connections to the Electricity Supply Main

The Contractor may be responsible for completing each installation, including final connections to the electricity supply main. In this connection it may be necessary to de-energize the electricity main to carry out certain work that will require an outage. In this instance consumers need to be advised 48 hours in advance. The Contractor shall be responsible for advising consumers of the impending electricity outage by placing warning boards on electricity poles at the beginning, middle and end of the circuits affected and the removal of such boards on completion of the required work.

3.27.7 Meter Documentation and Testing of Small Power Distribution Unit Earth Leakage Relays and Pre-Payment Meters

After installation of the pre-payment meter and prior to final connection to the electricity supply main, the Contractor in conjunction with Msunduzi electricity's representative shall ensure all meter connection seals and all adhesive notices are in place.

On energizing, the following tests shall be carried out:

- The pre-payment meter shall be checked for correct operation by inserting an "Head of Electricity Card" and observing the test sequence; and
- Test the earth leakage relay for correct operation. It will be the responsibility of the Contractor to provide his/her own earth leakage test equipment. In the event of faulty operation in either of the items above, the Clerk of Works shall be contacted to arrange replacement equipment. The "Head of Electricity Card" can only be used once and after test, shall be destroyed.
- Completion of COC when necessary and hand over of 1 copy to consumer.
- Job cards to be completed and returned timeously (1 week)

3.28 Meter Installations and Commissioning Procedure

a) General

Contract shall label all service cables in CDU and pole boxes to the correct address/stand number.

b) Commissioning of meters

1. It is the duty of the contractor / installer to ensure that all meters are commissioned before installation on site.
2. Prepaid Meters should be tested by loading tokens; to make sure that the meter can accept tokens.
3. Tamper mode test should be done before installations of a meter.
4. Power upgrades and downgrades on prepaid meters and credit Meters to be done must also be done before installation.
5. Commissioning of PLC meters must be done using supplier codes; contractor shall ensure they get the codes from the foreman responsible for services installations.
6. Contractor must ensure that prepaid meter is uploaded on the system before installation that must be done through the foreman responsible for prepaid installations.

c) Meter Installation

Installation of meter is intended to be performed by Contactor/ Artisan with basic knowledge of electricity and electrical wiring, and who have knowledge of standards electrical safety practices.

d) Before Installation

1. It is OSHACT requirement that a contractor does visual inspection and risk assessment.
2. Check for voltages and test for the correct voltage reading.
3. Ensure customers are notified, of shut down.
4. Verify that power has been switched off and test for dead with approved test instruments before proceeding.

e) Mounting of the Meter

1. Meters must be mounted near the main breaker / Tariff mcb.
2. If the surface upon which a meter is to be installed is uneven, it the responsibility of the contractor to report to the foreman responsible for service installation, so that the customer can be advised.
3. Contractor must ensure that proper fastening equipment is used for mounting the meters.

f) Connecting / Wiring of the Meter

1. It is the duty of the contractor to make sure that meters with earthing studs are connected correctly.
2. For 3 phase 4 wire meters / Bulk supply the contractor must make sure that supply cables are routed to the correct phase.
3. Contractor must ensure that neutral wires for the meters where more than one meter are installed must all be connected to the main neutral. Looping of neutral wires from meter to meter is not allowed.
4. In meters where current transformers have to be installed contractors must make sure that each current transformer is routed to the correct phase.
5. PLC meters – converting from prepaid to credit using token, it is the duty of the contractor to record the reading of the meter and also test the voltage, before loading the token for migrating.
6. Downgrading of meters for indigent customers, the contractor must educate customer of what is expected of the meter.
7. Contractor will be responsible for property damage that will occur due to negligence while busy with services installations.
8. Contractor shall verify that all connections are appropriately tightened and will not come out unintentionally.
9. Where metal meter box /metal kiosk is used the contractor is responsible for earthing the meter box [connecting to main earth]
10. Services installations from overhead mains, where multiple meters are installed, the contactor must carry out load balancing test by connecting meters to different phases as the lowest load indicates. Contractor must avoid using the closest phase in vertical and horizontal open wires systems.

11. Contractor shall install meters and carry out necessary connections including sealing of the meters and tariff mcb's and protective mcb, seal number should be recorded and handed over to the foreman responsible]
12. Meter change charges incurred due to erroneously installed meters will be contractor's responsibility.

g) Services Installation Records

1. Prepaid retrofit and credit retrofit job cards must be returned to the foreman within 24hrs.
2. Overhead new services and underground new services job cards to be returned to the foreman within 5 working days.
3. Repositioning of underground or overhead services job cards to be returned to the foreman within 5 working days.
4. Contractor must ensure that last meter readings are taken correctly while doing retrofits and repositioning of services.
5. Contractor shall carry out the loop impedance test after installation and readings should be given to the foreman responsible. [Where earthing needs to rectify that contractor shall be responsible for rectifying earth]
6. Meter change forms should be returned to the foreman with 24hrs.

3.29 Medium and High Voltage Switching Operators

3.29.1 General

The Msunduzi municipality is looking for senior authorised, authorised and competent personnel with skills and knowledge required to perform the role of an authorised High Voltage Switching Operator, from 11KV to 132KV. In terms of the Msunduzi Electricity Department's Operating Regulations for High and Medium Voltage Systems and Safety Rules and Regulations, the senior authorised and the authorised persons are defined as below:

- **Authorised Person** means a competent employee who has been authorized in writing by the designated person in accordance with the relevant operating regulations to carry out defined switching and linking operations on the 11kV system in terms of the Operating Regulations for Medium and High Voltage Systems.
- **Senior Authorised Person** is an employee who has been authorized in writing by the designated person in accordance with the relevant operating regulations to carry out defined switching and linking operations in terms of these Regulations on the Primary Distribution System (33KV-132KV).

3.29.2 Duties of Authorised Persons

1. No employee other than an Authorised Person shall carry out switching operations on the distribution system, subject to the provisions of Section 3 of the Regulations.
2. Switching and operating on any portion of the Distribution System or equipment which may be alive at a voltage in excess of 1000 Volts and the supervisory system may only be undertaken on instruction from the Control Officer.
3. An Authorised Person shall be responsible for carrying out the following duties:

- a. Receiving operating instructions from the Control Officer, recording these instructions on the Operating Instruction form and reading back the instructions to the Control Officer.
- b. Ensuring, prior to operating, that there is no danger to persons or apparatus because of the operation.
- c. Where such equipment permits, testing the isolated circuit or apparatus prior to earthing, to verify whether the circuit is dead or not using a device designed for the purpose, which shall itself be tested immediately before and after the verification.
- d. Earthing the isolated circuit or apparatus using the earthing gear provided, first making the connection to earth and then connecting the earthing gear to the isolated circuit.
- e. Where the design of the equipment has not allowed the isolated circuit to be tested in accordance with 2.3.2.3 of the operating regulations, only an approved earthing device should be used to apply an earth.
- f. For earthing on spout contacts of metal clad switchgear, only approved appliances shall be used. The insertion of the hand or any tool in the contact spouts for this purpose is forbidden.
- g. Where the spouts are connected to an overhead circuit on which there is any likelihood of dangerous induced voltages, additional earths shall be effectively connected at the nearest point to the point of work where access to the conductors can safely be obtained.
- h. Where the earthing gear is not visible from the point of work, ensure that a working earth is applied at the point of work. In the case of an underground cable, excluding cables of 33kV and above, the cable should be spiked by means of an approved device at the point of work unless the cable can be physically traced back to the point of isolating and earthing.
- i. Breakers, Switches and Links should be locked in the “open” and/or “earthed” position and also circuit breaker shutters should be locked in the “closed” position and Warning Notices attached at the appropriate points of isolation.
- j. To rope off and/or erect barriers to demarcate the area or areas covered by the Permit and in which it is safe to work.
- k. Recording the time of each stage of operating and upon completion of the operation advising the Control Officer of such times.
- l. Ensuring that all Authorised Persons, Competent Persons and other employees involved in the work are fully conversant with the nature and extent of the work.
- m. Issuing Permits to Work and Sanctions for Test and advising the Control Officer of the details.
- n. Receiving Permit to Work and Sanction for Test Cancellation Certificates and ensuring that all men and tools have been removed from the site of the work prior to receiving further operating instructions from the Control Officer.
- o. When operating under fault conditions, recording the state of all circuit breakers and automatic disconnecting isolators, recording the operation of all protection relays and advising the Control Officer of such details prior to re-setting any relay flags.
- p. When switchgear shows any sign of distress after operating, its condition shall be reported immediately to the Control Officer and it shall be examined before further operation.
- q. When operating pole-mounted air-break switchgear by integral remote mechanical control from ground level, the Operator must wear rubber gloves of an approved type.

3.29.3 Duties of Competent Persons

1. A Competent Person shall be responsible for carrying out the following duties:

- a. Assisting the Authorised Person in operating, under his supervision and if so called upon by him.
- b. Ensuring that any workmen under his control are fully conversant with the nature and extent of the work.
- c. Ensuring that all safety precautions such as locking devices, warning notices, ropes and barriers remain undisturbed throughout the whole period during which work is in progress.

3.29.4 Issue and Receipt of Operating Instructions

- a. Details of the operating to be undertaken shall be agreed between the Control Officer and the Authorised Person prior to commencing operating.
- b. All instructions from the Control Officer shall be given in detail and shall be entered by the Authorised Person on the Operating Instruction form. The instruction shall be read back to the Control Officer who shall confirm it as correct if necessary. The form shall be signed by the Authorised Person.
- c. If so required by the Control Officer, separate instructions for switching and linking and for earthing respectively shall be issued.
- d. Upon completion of each stage of the operation, the time of completion shall be entered on the Operating Instruction form by the Authorised Person.
- e. Upon completion of the whole of any operating instruction the Authorised Person shall notify the Control Officer as soon as possible.
- f. The original completed Operating Instruction forms and Permits shall be handed to the Foreman-in-charge for checking. The Foreman shall then forward the completed Operating Instruction forms and Permits to the Control Officer who shall keep them for a period of three years.
- g. In cases where, for any reason, operating instructions have to be transmitted through a third person, such third person shall comply with Section 2.5.2 of the Regulations.

3.29.5 Issuance of Receipt, Retention and Clearance of Operating Instructions

- a. All instructions from and messages to the control officer that relate to switching, isolating, testing and earthing operations shall be communicated in detail by the originator and shall state all details of the location, the name of the apparatus and the nature of the operation. The recipient shall repeat the details, the correctness of which shall be confirmed by the originator. The completion of any operation or set of operations shall be duly reported to the control officer.
- b. All instructions will be documented sequentially, in detail before the operating on the operating instruction form. The completion and time of completion of the operation, shall, without undue delay, be reported to the control officer.
- c. The recorded instructions shall be taken to the place where the operating is to be carried out and the instructions shall be read by the person carrying out the operating, who shall ensure that the apparatus and the intended operating process correspond with the instruction before he starts the operating. When an employee is being trained for operating, both the authorized and the employee-in-training shall satisfy themselves that the apparatus and the intended operating correspond with the recorded instruction before they start the operating.
- d. The recorded operating instruction shall be retained for a minimum period after completion as specified by the Msunduzi Electricity Operation Regulations.
- e. Details of the operating to be undertaken shall be agreed between the Control Officer and the Authorised Person prior to commencing operating.

- f. All instructions from the Control Officer shall be given in detail and shall be entered by the Authorised Person on the Operating Instruction form. The instruction shall be read back to the Control Officer who shall confirm it as correct if necessary. The form shall be signed by the Authorised Person.
- g. If so required by the Control Officer, separate instructions for switching and linking and for earthing respectively shall be issued.
- h. Upon completion of each stage of the operation, the time of completion shall be entered on the Operating Instruction form by the Authorised Person.
- i. Upon completion of the whole of any operating instruction the Authorised Person shall notify the Control Officer as soon as possible.
- j. The original completed Operating Instruction forms and Permits shall be handed to the Foreman-in-charge for checking. The Foreman shall then forward the completed Operating Instruction forms and Permits to the Control Officer who shall keep them for a period of three years.
- k. In cases where, for any reason, operating instructions have to be transmitted through a third person, such third person shall comply with Section 2.5.2 of the Regulations.

3.29.6 Issue and Receipt of Permit to Work Form

Requirements for issuing a PERMIT TO WORK form.

A permit is required before any work is to commence on any medium or high voltage apparatus after it has been connected to and remains part of the distribution system.

a. Issuing of the Permit

- i. Upon completion of the operating carried out under instructions from the Control Officer and Authorised Person shall satisfy himself/herself that the apparatus is safe to work on and shall then complete all details of the Permit to Work Form and sign the form. He/she shall then read the points of isolation and earthing, together with the permit number, to the Control Officer.
- ii. He/she shall then hand the Permit to the Competent Person in charge of the work.
- iii. The Competent Person in charge of the work shall check all details on the Permit, read them back to the Authorised Person and satisfy him/her that the apparatus is safe to work on and shall sign the Permit.
- iv. The Competent Person in charge of the work shall explain to his/her Assistants the nature of the work to be undertaken and where possible shall obtain their signatures on the form.
- v. The Competent Person in charge of the work shall retain in his possession the original of the Permit for the duration that the work is in progress.

b. Cancellation of Permit

- i. Upon completion of the work, the Competent Person shall satisfy himself/herself that all persons, equipment and tools are clear of the apparatus, that all working earths have been removed under supervision of the Authorised Person and that the apparatus is capable of being made alive after removal of circuit main earths.
- ii. The Competent Person shall warn all Assistants to treat the apparatus as alive and shall obtain their signatures on the clearance certificate section of the Permit.
- iii. The Competent Person shall complete and sign the clearance certificate section of the Permit and hand the original of the Permit back to the Authorised Person.

- iv. The Authorized Person shall check that the apparatus is in such a condition that it is capable of being handed back to the Control Officer.
- v. The Authorized Person shall complete and sign the clearance certificate section of the Permit and shall advise the Control Officer of the cancellation of the Permit and that the apparatus is available for test or return to services as required.

c. Handover Between Authorised Persons

Should there be a change in terms of an authorised person (due to end of shift, emergencies etc) the competent person together with his/her workmen shall cease to work until a new Permit to Work is issued by another authorized person.

d. Unusual Circumstances that may arise in the Completion of Work Permits

Where a person in charge is not available to sign the “Clearance: section of the work permit, the relevant Manager shall sign the “Clearance” section after satisfying himself / herself that it is safe to do so. He/she shall then return the permit to Control.

3.29.7 Issue and Receipt of Sanction for Test Form

Requirement for Sanction for Test

A Sanction for Test form is required before any testing work is commenced on any medium or high voltage apparatus after it has been connected to and remains part of the distribution system.

A. Issue of Sanction for Test

- i. Upon completion of the operating carried out under instructions from the Control Officer, the Authorised Person shall satisfy himself/herself that the apparatus is safe for testing on and shall then complete all details of the Sanction for Test form and sign the form. He shall then hand the Sanction for Test to the Competent Person in charge of the work.
- ii. The Competent Person in charge of the work shall check all details on the Sanction for Test, read them back to the Authorised Person and satisfy him/her that the apparatus is safe for testing on and shall sign the Sanction for Test.
- iii. The Competent Person in charge of the work shall explain to the Assistants the nature of the work to be undertaken and where possible shall obtain their signatures on the form.
- iv. The Competent Person in charge of the work shall retain in his/her possession the original of the Sanction for Test for the duration that the testing is in progress.
- v. The Authorised Person shall advise the Control Officer of the number and details of the Sanction for Test form.

B. Cancellation of Sanction for Test

- i. Upon completion of the testing the Competent Person shall satisfy himself/herself that all persons, equipment and tools are clear of the apparatus, that all working earths have been removed under supervision of the Authorized Person and that the apparatus is capable of being made alive.
- ii. The Competent Person shall warn all Assistants to treat the apparatus as alive and shall obtain their signatures on the clearance certificates section of the Sanction for Test form.
- iii. The Competent Person shall complete and sign the clearance certificate section of the Sanction for Test and hand the original of the Sanction for Test back to the Authorised Person.

- iv. The Authorised Person shall check that the apparatus is in such a condition that it is capable of being handed back to the Control Officer.
- v. The Authorised Person shall complete and sign the clearance certificate section of the Sanction for Test and shall advise the Control Officer of the cancellation of the Sanction for Test and that the apparatus is available for return to service.

3.30 GENERAL – PART 6

3.30.1 Testing

- i. The final testing and commissioning of the plant and equipment installed will be undertaken on receipt of advice from the Contractor that the Works have been completed in every detail and that the necessary pre-commissioning tests have been witnessed by the Head of Electricity or his/her representative and that the results thereof, are to the satisfaction of the Head of Electricity or his/her representative.
- ii. The pre-commissioning tests carried out by the Contractor shall ensure that all the appropriate earthing is complete and that all circuits installed are electrically continuous and the insulation resistance readings between phases, and earth, are satisfactory.

3.30.2 Incidental Work

- i. The Contractor shall be responsible for the removal of accumulated water from whatever source, to prevent any risk of the cables, and other materials to be laid in the trenches, being detrimentally affected.
- ii. Where required for the security of the Contract Works or adjacent buildings or structures, timber in trenches or joint bays shall not be withdrawn but shall be left and built in as the Head of Electricity or his/her representative may instruct or approve.
- iii. Removal of major obstructions along the route (overhead and/or underground) shall be approved and carried out at predetermined agreed rates.
- iv. All soil removed from excavations and not used in the reinstatement shall be neatly spread in the immediate vicinity of the reinstated excavation in a manner that will cause no danger to pedestrians or animals and to the satisfaction of the Head of Electricity or his/her representative.

3.30.3 Hours of Service

- i. The normal hours of service for this contract shall be 07h30 - 16h00, Mondays to Fridays.
- ii. The contractor may be required to perform work after these hours and depending on work load as overtime on a Saturday and/or Sunday/Public holiday. When authority for work to be performed outside normal hours of work has been granted, the contractor will be compensated 1.5 times the labour rate on weekdays (Monday to Saturday) and 2 times the labour rate on Sundays and Public Holidays for the work done.
- iii. No work is to be performed as overtime without the express permission of the Head of Electricity or his duly authorised representative in a form of Overtime Pre-Approval Request form. **No planned overtime will be processed without fully completed pre-approval request form, the pre-approval form must be attached to the overtime claim form once the work has been completed.**

3.30.4 Standby Duties

- i. The Contractor shall make available two teams for standby duties when required, this may vary at the Head of electricity discretion. The hours of standby is from 16h00 to 07h30 Monday to Friday and from 16h00 Friday to 07h30 Monday (24 hours on Saturday and Sunday). A weekly standby roster will be generated and given to the Contractor at the beginning of the month for that month.
- ii. If the contractor is required to be on standby on Saturdays, the employer shall pay the employee of the contractor at least one and one-half times (1.5) times the normal rates.
- iii. If the contractor is required to be on standby on Sundays and Public Holidays, the employer shall pay the employee of the contractor at least double the amount of the normal rates.

NOTE: Standby will be on a 'Contractor rotation basis'.

3.31 Availability of Contractors and Specialized Equipment

- i. The contractor shall be available to undertake emergency work within 2 hours of notice; to this end it shall be essential that all electricians be always in possession of a cellular phone.
- ii. Any specialised tools, equipment or plant shall be available to undertake site work within 2 hours of notice.

3.32 Vehicles

- i. Msunduzi Electricity reserves the right to inspect all vehicles listed in Schedule E. It is essential that copies of the logbooks for the vehicles listed in Schedule E are attached.
- ii. In view of the importance of providing an efficient and reliable services, it is imperative that the Contractor's vehicles be in sound condition and roadworthy. Should frequent vehicle breakdowns result in inefficient rectification and undue delay, the Contractor may be instructed to hire or purchase reliable vehicles at his own expense or the remedies for non-performance in terms of clause 37.0 of the special conditions may be invoked. The Head of Electricity/Manager's decision in this respect shall be final and not subject to negotiation.
- iii. All vehicles and plant allocated to be utilised in the execution of this contract shall be branded with the Msunduzi Municipality logo, indicate the contract number, contact details of the contractor and that of the Msunduzi municipality ESS business unit. A sample of the logo will be made available to all the successful bidders.

3.33 Issuing of Work

- i. Each contractor is required to give the Msunduzi's Head of Electricity a written letter from the director/s appointing a maximum of two personnel from the company who work will be issued to and then the company can distribute amongst its employees or sub-contractors. Under no circumstances can any work be issued to any individual other that authorised by the company directors.
- ii. The Msunduzi Electricity official issuing work to a contractor must give a Work Approval Form to a contractor for completion. This form will assist in tracking who issued work, and no

purchase requisition will be generated without this fully completed form by both parties. Failure to comply with these requirements will result in non-payment and the municipality won't be liable for the costs incurred.

3.34 Payments

Requirements for Processing Payments

- i. The photographs for the work to be done must be taken showing the status before work commences and after the work has been completed.
- ii. The photographs must show date and time and must be taken from the same positions where possible.
- iii. After the work has been completed, an inspection check sheet signed by the contractor's representative and Msunduzi's responsible person must be handed in together with the photos, quote/s or invoice/s and any other supporting documentation that may be required.
- iv. A contractor to keep all copies of these documentation for ease of reference in future.

Notes:

- **For normal hours work: Without these three minimum requirements, a purchase order or an invoice will not be processed.**
- **For overtime work: fully completed Overtime pre-approval request form, overtime claim form and the above three minimum requirements.**
- **A Monthly report must be submitted to the electricity business unit's senior manager for work done during that month, progress on continuing works/projects, financial tracking tool and any other challenges.**

3.35 Projects

The following are the requirements for the implementation of the project:

- i. Site handover certificate & Work Approval form (to be issued by the Msunduzi Electricity)
- ii. Progress meetings (frequency to be discussed per project)
- iii. Progress reports (frequency to be discussed per project)
- iv. Project handover
- v. Project close-out report

3.35.1 Site Handover

- i. The contractor shall not start any work on a particular site without an official site hand-over documentation being finalised. No work to commence without a purchase order inclusive of the buy-outs as agreed in writing before a final BOQ is finalised.
- ii. The drawing layout showing circuit to be worked on with both the existing (if applicable) and the proposed/new work included in it.
- iii. The project programme (schedule) must have the start date and the end date, with critical points being shown on it. Each activity to be scheduled and agreed upon between the two parties. Any deviation from the schedule to be communicated in advance and means of bringing it back to agreed original schedule must be made as quickly as possible.

- iv. Wayleaves are to be obtained by the project planner well in advance, a contractor cannot start the project without proper wayleaves showing all the services that are in the vicinity of the project site.

3.35.2 A Health and Safety Plan

- i. It means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified. This plan must be submitted for each project under this contract. See Schedule F3 for the insertion of your generic Health and Safety plan. **Risk Assessment** means a program to determine any risk associated with any hazard at a construction site, to identify the steps needed to be taken to remove, reduce or control such hazard. It must be done for each work that is being performed. The copy of the Msunduzi Electricity's Pre-Task Risk Assessment form will be issued to successful bidders.
- ii. Whenever a construction project is being initiated by the Electricity department, the project champion must contact Occupational Health and Safety division so that a baseline risk assessment, health and safety specifications for the relevant project can be discussed. This will then be issued to the contractor so that it can prepare the health and safety plan for that particular project. The cost of health and safety plan is catered for under the BOQ.
- iii. The contractor must inform the Department of Labour of the contract project. The Health and Safety plan must then be submitted to the Health and Safety division for approval, monitoring and auditing. The qualified health and safety officer must be appointed for the whole duration of the project, and will be paid hourly rates for the work done.

3.35.3 Site Establishment

Depending on the magnitude of the project and the approval of the project champion, the temporary site establishment if needed must be established with a minimum of the following:

- i. Mobile toilet facilities.
- ii. Container as a temporary office with a table that can accommodate eight (8) chairs.
- iii. Gated fence (100 x 100 min.) with barbed wire
- iv. Weather conditions recorder
- v. Security (unarmed during the day & armed during the whole night)
- vi. A materials storage container if needed

Some of items cannot be covered by the rate given on the BOQ and can be procured by the service provider as a buyout.

3.35.4 Progress Meetings

The frequency of these meetings will be agreed upon by Msunduzi project champion and the contractor's responsible person. The progress meeting shall discuss but not limited to; work progress as per the submitted project implementation plan, challenges & proposed solutions, cash flows, health and safety and any other matters that may be agreed upon.

3.35.5 Progress Report

The frequency of these will be agreed upon by Msunduzi project champion and the contractor's responsible person. The progress report shall discuss but not limited to; work progress supported by photographs which indicates time and GPS co-ordinates, programme, challenges & proposed solutions, cash flows & expenditure, health and safety, variations, site instructions, quality, conclusion and any other matters that may be agreed upon. The template of the **progress** report will be issued to the successful bidders. Submission of monthly

progress reports is mandatory and must be signed by the senior management of the company/owner of the company/any of its directors. A report signed by the responsible person only will not be accepted.

3.35.6 Project Handover Phase

i. General

Project handover extends from the date on which the construction is complete to the date of handing over the works to the satisfaction of the employer. The works are considered handed over when the employer takes ownership of the works and assumes responsibility for its operation in service.

ii. Risk Management

At the end of the project, it would be ideal to conclude that the risks were attended to, were well mitigated or were completely eliminated. Where deviations resulted in incidents, the relevant statutory requirements were adhered to, especially in respect of the recording and investigation of incidents in accordance with the OHS Act.

iii. Site and Route Reinstatement and Clearing

The site and route shall be environmental intact when the construction activities are completed. All vehicle tracks and damaged fences, culverts and pipes shall be repaired, and no refuse or waste left on site. If any trees were felled or lopped, the timber shall be stacked neatly, or removed in accordance with the relevant legislation. Where site re-instatement and clearance are prescribed by a formal environmental plan, there shall be full compliance with the requirements of the plan. No off-cuts of stay wire, cables, and any other materials shall be left on site.

iv. Testing of Circuit and Equipment

The completed line, cable route, joints and associated equipment shall be subjected to all tests specified by the Msunduzi's electricity department. It is expected that these tests specifications shall be established before the commencement of the construction activities. Documentation on the tests shall be completed and be made available. All test reports shall be included in the project close out report in the Project file for archiving, safe keeping and referencing.

v. Project Review and Evaluation and Close-out Report

The Msunduzi municipality will require the contractor to attend a review session at the end of the project. During the review, specific focus will typically be given to the project execution time (i.e compliance with the time schedules, project plans, work plans, etc.) project cost, quality of the end product and stakeholders relationships. The review and evaluation could focus on the overall performance of all the participants in the project. A project review report would be prepared and will typically record the project deliverables, project costing, and key learning points.

vi. Archive of Documents

The Msunduzi municipality, by virtue of the contract, is entitled to receive a project file with the contract record documents. The contractor is advised to retain duplicate copies in his own archive. These documents shall include the review and evaluation findings, the project close-out report, drawings, route maps, critical references, tests performed on installed equipment and cables/conductors, joints etc. (whether done by Msunduzi's internal staff or through some of its contractors), the handover certificate (signed by the project champion, clerk of works, the

manager for the relevant section and the chief engineer from Operations and Maintenance and the Senior Manager of electricity department. The records of any accidents/incidents during the construction process and records of any environmental, health or safety contraventions must also be included. The records of completed construction projects are critical from the legal compliance, good business practice and future reference perspectives.

4. CONTRACT PERIOD

4.1 The contract period is thirty-six (36) months from date of award.

5. PLACE OF DELIVERY

5.1 The place of delivery is limited to the Electricity Department's supply area & the specialist services will be required as & when required and where lawfully instructed by the Electricity Department's head or representative.

6. ESCALATION

6.1 The rates will remain fixed for the first year of the contract and an increase based on SEIFSA indices: The relevant table will apply for the remaining two years. It is the responsibility of each appointed contractor to submit to the Supply Chain Management Unit a letter requesting an increase as per the SEIFSA calculations.

7. PENALTIES

7.1 Should the successful Tenderer fail to successfully execute the work allocated to him/her within the agreed delivery period (by means of project execution plan) as stipulated in the day of receiving an order, penalties to the amount of a minimum of R1000 a day or 0.5 % of the total order price (including VAT) per calendar day, whichever is higher shall be levied. Such monies shall be deducted from any monies due to the Supplier, or which shall become due to the Supplier. No reduction in the penalty shall be entertained for partial completion of the works.

7.2 The contract shall not be deemed to be complete until such time that the work is delivered in its entirety, to the satisfaction of the Electricity business unit together with all the necessary as built drawings, close out reports and completion reports as may deem necessary.

8. DEFECTS LIABILITY PERIOD

8.1 Defects liability period is 12 months commencing from the date of successful installation.

9. INSPECTION OF CONTRACTOR'S PREMISES

9.1 The Municipality officials reserve the right to inspect the contractor premises, tools and equipment as part of the tender evaluation process and during the contract period after the award.

10. DRAWINGS: AS BUILT DRAWINGS AND CIRCUIT LABELLING

10.1 Approved dimensioned sketches for record purposes, shall be prepared by the Contractor, who shall include in these sketches any information available to him/her regarding particulars of the depth of the trench, the arrangement of cables, and the position of all obstructions or other services revealed during excavations.

10.2 The Contractor shall provide approved “as constructed” sketches or plans for all construction work carried out (i.e. Distribution Layouts (DL's) and Distribution Applications (DA's)) and for the assisting in providing and positioning the approved labels for all MV and LV cables in order to identify the circuits fed from the various electrical equipment installed (i.e. pole or platform transformers, CDU's, switch pillars, etc). This is an important aspect of the work, as part of the final payment process, the as build drawings, sketches and labels shall be signed off to have been received and approved by the responsible official.

11. **INSURANCES REQUIRED**

11.1 An amount of Five million rand (R 5 000 000.00) Public Liability insurance is required for this contract. The insurance must remain in force for the duration of the contract. The Municipality reserves the right to request the contractor to produce proof of such insurance cover at any time during the contract period.

12. **MATERIALS**

12.1 The materials will be issued to Contractors by Clerk of Works or Lawful Instructed Msunduzi Electricity employee. ESS reserves the right to supply any spare part which may be required by the Contractor in the satisfactory execution of the required scope of work.

12.2 Where the Contractor is required to supply the spare part or unavailable material and capital equipment from Municipality, a handling fee of 10% of the cost of the spare part will be payable to the Contractor, provided the supplier's original tax invoice is submitted with the claim. The purchase will be approved by the ESS's representative upon service provider submitting three (3) quotations which are market related. The ESS representative reserves the right to reject all quotations deemed to be not market related and has the authority to direct the service provider to utilise the service provider that has a contract with the municipality on an annual supplies and services contracts for such materials or equipment.

12.3 Only approved manufacturer spares will be used. When original equipment manufacturer (OEM) spares are unavailable, alternative solutions shall be approved by the Head of Electricity. The material and equipment provided shall conform to the ESS specifications for that material or equipment.

12.4 Upon completion of works, the contractor shall return to stores and register the unused materials, and the contractor shall return scrap cables to electricity department scrap bay. Any materials new or old that is found not be returned by the contractor to stores shall be reduced from the contractor invoice at the price of the materials plus 10% handling fees. It is therefore the responsibility of the contractor to ensure that all Municipal materials are returned, and they receive the documentation from the receiving official as the periodic audits will be done any time and their findings shall be final.

12.5 When the service provider has been requested to purchase certain materials or equipment on behalf of the Msunduzi Municipality and those materials or equipment need to comply with the local content, then that service provider must fill in the relevant local content declaration form. The local content forms are attached in this original tender document and will be reviewed as per the Department of Trade and Industry (DTI) instructions. The relevant Annexures for the declaration of local content for the cables is attached. Any other relevant local content declarations will be issued to the respective service provider at the time of issuing of the engagement letter.

13. **COMPLIANCE WITH RESPECTIVE LEGISLATION, BYLAWS, ETC.**

13.1 All works to be undertaken under this contract shall be compliant in accordance and/or governed by the following Legislation and Regulations:

- (1) The Income Tax Act, (Act No. 58 of 1962)
- (2) The Value Added Tax (VAT) Act, (Act No. 89 of 1991)
- (3) The Municipal Finance Management Act, (MFMA) (Act No. 53 of 2003)
- (4) The Municipal Supply Chain Management Regulations, 2005
- (5) The Construction Industry Development Board (CIDB) Act, (Act No. 38 of 2000)
- (6) The Occupational Health and Safety (OHS) Act, (Act No. 85 of 1993)
- (7) The Labour Relations Act, (Act No. 66 of 1995)
- (8) The Compensation for Occupational Injuries and Diseases (COID) Act, (Act No.130 of 1993)
- (9) Electricity Act, 1987 (Act N. 41 of 1987)

14. OCCUPATIONAL HEALTH AND SAFETY ACT

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

15. COUNCIL'S LIABILITY AND INDEMNITY

- 15.1 The Service Provider hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.

- 15.2 The Council shall not be held liable to the Service Provider for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of: -

- 15.2.1 Any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the Service Provider prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Provider in terms of the contract, and,

- 15.2.2 A change in a legislative provision applicable to the contract.

16. SAMPLE OF WORK PERFORMED

- 16.1 The Head of Electricity may require a sample work to be performed by any member of the team of the contractor at an appointed place at a stipulated time, at no cost to the Municipality as a test of the level of competency in that particular task. Out of this the Head of Electricity may accept the level of competency, request further training in that area, or refuse that person completely to do that task. However, the contractor shall not be unfairly prejudiced.

17. FORMATION OF CONTRACTOR'S TEAMS

NOTE: OHM-Overhead Mains, UGM-Underground Mains, MV-Medium Voltage, LV-Low Voltage

17.1 UGM Team

Each UGM maintenance and repair crew shall consist of the following:

- a) One Electrician, who shall have been deemed competent by Msunduzi in terms of the Underground Mains Code of Practices and Safety Rules;
- b) Two Labourers, to assist the Electrician in his duties;

- c) One 4 tonne truck, 1.5 tonne Panel Van or 1.5 tonne LDV or 1 tonne LDV with tow hitch, ladder racks, suitable storage facilities inside the vehicle for all the necessary tools and equipment and a canopy. The vehicles shall have a certificate of road worthiness in terms of the Road Traffic Act;
- d) A set of tools and equipment required for maintenance and repair of medium and low voltage substations and medium and low voltage underground mains; and

17.2 **Substation Team**

Each SUBSTATION maintenance and repair crew shall consist of the following:

- a) One Electrician, who shall have been deemed competent by Msunduzi Electricity in terms of the Substation Code of Practices and Safety Rules;
- b) Two labourers, to assist the Electrician in his duties;
- c) One 4 tonne truck, 1.5 tonne Panel Van or 1.5 tonne LDV or 1 tonne LDV with tow hitch, ladder racks, suitable storage facilities inside the vehicle for all the necessary tools and equipment and a canopy. The vehicles shall have a certificate of road worthiness in terms of the Road Traffic Act;
- d) A set of tools and equipment required for maintenance and repair of medium and low voltage substations and medium and low voltage underground mains; and

17.3 **OHM Team**

Each OHM maintenance and repair crew shall consist of the following:

- a) One electrician (Linesman), who shall have been deemed competent by Msunduzi Electricity in terms of the Overhead Lines Code of Practice;
- b) Two labourers, to assist the electrician in his duties.
- c) One four (4) tonne truck, one truck fitted with a bucket, one long wheelbase 4 x 4 vehicle capable of being used in all terrain with tow hitch, ladder racks, lockable storage facilities inside the vehicle for all the necessary tools and equipment and a canopy. The vehicles shall have a certificate of road worthiness in terms of the Road Traffic Act; and
- d) A set of tools and equipment required for maintenance and repair of medium and low voltage overhead mains, low voltage underground mains.

17.4 **Switching Team**

Each Switching operator crew shall consist of the following:

- a) One authorized person, who shall have been deemed competent and authorized by any legal institution recognized by Sector Education and Training Authority (SETA) or Council for Higher Education (CHE) OR Department of Labour in terms of the High Voltage Operating Regulations;
- b) One assistant, to assist the switching operator in his duties.
- c) One vehicle capable of being used in all terrain with ladder racks, lockable storage facilities inside the vehicle for all the necessary tools and equipment and a canopy. The vehicles shall have a certificate of road worthiness in terms of the Road Traffic Act; and
- d) A set of tools and equipment required for performing 11KV to 132KV switching operations for overhead mains, underground mains and substations as per schedule B4.

NOTE: The service provider must have all the tools and equipment as listed on tools list from Schedule B1 to B4 required to execute the repairs and maintenance during the contract. The ESS representative reserves the right to check these during the contract.

18. **MANDATORY REQUIREMENTS**

- 18.1 For the UGM team, a Medium Voltage (11kV and above) Cable Joining/Termination certificate and a valid working at heights certificate are mandatory either from the electrician or any other person in his/her team. This is not applicable to contractors with the CIDB grade of 1 EP if they will be providing OHM team only.

18.2 For the OHM team, Linesman/line erector with linesman competency/ line construction certificate and a valid working at heights certificate are mandatory. This is not applicable to contractors with the CIDB grade of 1 EP if they will be providing UGM team only.

NOTE: Failure to provide such certificates will lead to disqualification.

19. EVALUATION CRITERIA

The tender shall be evaluated on a Two Stage Evaluation System – Stage One Functionality and Stage Two 90/10 Preference Point System in accordance with the Preferential Procurement Regulations, 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

19.1 Stage 1 - Functionality

Only Contractors actively registered for the duration of evaluation with the Construction Industry Development Board (CIDB) with a Grading of **1 EP** or higher, will be considered for adjudication. **A copy of the Company’s CIDB Registration Certificate must be attached to this Bid document.** Tenderers shall be scored against the following criteria: -

Key aspect of criterion	Basis for points allocation	Score	Max. pts	Verification method
	Combined completed electrical projects (MV & LV: UGM/OHM /& Substations) with a combined value of not less than R 500 000	4		
Previous Experience of the bidder (Name of traceable references with contact details to be included for verification)	Combined completed electrical projects (MV & LV: UGM/OHM /& Substations) with a combined value of not less than R 1million	8	24	Award letter/Copies of purchase orders and Signed and stamped completion certificates/reference letters with traceable contactable references to be attached.
	Combined completed projects (MV & LV: UGM/OHM /& Substations) with a combined value of not less than R 3million, but above R1 million	12		
	Combined completed projects (MV & LV: UGM/OHM /& Substations) with a combined value greater than R3 million, & up to R 6 million	16		
	Combined completed projects (MV & LV: UGM/OHM /& Substations) with a combined value of greater than R 6 million, & up to R 10 million	20		
	Combined completed projects (MV & LV: UGM/OHM /& Substations) with a combined value of greater than R 10 million	24		
Competency of Staff	UGM Electrician	10	40	A certified copy (not older than 6 months) of electrical trade test certificate to be attached with curriculum vitae showing relevant minimum of two years' experience post qualification in UGM.
	OHM Electrician	10		A certified copy (not older than 6 months) of

				electrical trade test certificate to be attached with curriculum vitae showing relevant minimum of two years' experience post qualification in OHM.
	Substation Electrician	10		A certified copy (not older than 6 months) of electrical trade test certificate to be attached with curriculum vitae showing relevant minimum of two years' experience post qualification in substations.
	Switching Operator	10		A certified copy (not older than 6 months) switching certificate is mandatory for the switching operator in order to claim points, and a curriculum vitae showing a minimum of two years' experience post qualification in switching
Plant, Tools and Equipment of the bidder	Truck minimum 4 Tonne fitted with crane	5	20	Proof of Ownership (logbook) or proof of access/hire
	Truck fitted with a bucket with maximum weight of 150kg	5		
	Minimum of 3 Bakkies; Minimum ½ Ton	10		
Total Points			84	

19.2 Tenderers Qualifying for Further Evaluation

1. For 1 EP contractors, only tenderers who score a minimum of 45 points or 54% and above in terms of their experience and technical capacity at this stage shall be considered for further evaluation as indicated in Stage 2 below.
2. For 2 EP contractors, only tenderers who score a minimum of 54 points or 64% and above in terms of their experience and technical capacity at this stage shall be considered for further evaluation as indicated in Stage 2 below.
3. For 3 EP contractors, only tenderers who score a minimum of 60 points or 71% and above in terms of their experience and technical capacity at this stage shall be considered for further evaluation as indicated in Stage 2 below.
4. For 4 EP contractors, only tenderers who score a minimum of 65 points or 77% and above in terms of their experience and technical capacity at this stage shall be considered for further evaluation as indicated in Stage 2 below.

5. For 5 EP or higher contractors, only tenderers who score a minimum of 70 points or 83% and above in terms of their experience and technical capacity at this stage shall be considered for further evaluation as indicated in Stage 2 below

The minimum number of teams to be provided are as follows:

1. 1EP - A minimum of one team will be sufficient, but with all plant, tools and the equipment necessary to execute maintenance and repairs works. An electrician must be able to perform both overhead lines and underground mains work.
2. 2EP - A minimum of one team will be sufficient, but with all plant, tools and the equipment necessary to execute maintenance and repairs works. An electrician must be able to perform both overhead lines and underground mains work.
3. 3EP - A minimum of two teams (OHL & UGM) will be sufficient, but with all plant, tools and the equipment necessary to execute maintenance and repairs works.
4. 4EP - A minimum of three teams (OHL, Substation & UGM) will be sufficient, but with all plant, tools and the equipment necessary to execute maintenance and repairs works.
5. 5EP or higher - A minimum of three teams (OHL, Substation & UGM) together with the switching operator will be sufficient, but with all plant, tools and the equipment necessary to execute maintenance and repairs works

19.3 Stage Two: Specific Goals

PRICE : 90 POINTS

SPECIFIC GOALS : 10 POINTS

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) as amended and approved in 2022, responsive bids will be adjudicated by the Municipality on the 90/10 Specific goals system in terms of which points are awarded to bidders on the basis of: The bid price (maximum 90 points), Specific goals (maximum 10 points)

CRITERIA	BASIS OF POINTS ALLOCATION	CLAIMABLE POINTS	VERIFICATION DOCUMENT
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	4 Points	Companies and Intellectual Property Commission (CIPC) OR Central Supplier Database (CSD)
Business Enterprises owned by Women	A woman-owned business that is at least fifty-one percent (51%) owned and controlled by one or more women.	3 Points	Companies and Intellectual Property Commission (CIPC) OR Central Supplier Database (CSD)
Location of a Business Enterprise	This includes any structure or establishment used in conducting a business within the Msunduzi municipality jurisdiction	3 Points	Utility Bill or Lease agreement document

20. CONTRACT AWARD

- 20.1 The Municipality reserves a right to appoint more than one (1) contractor to a maximum of twenty (20) contractors to be used on a rotational basis, as & when required. A maximum of four (4) for 1EP, a maximum of four (4) for 2EP, a maximum of four (4) for 3EP, a maximum of four (4) for 4EP, and a maximum of four (4) for 5EP, PE or higher contractors are required for this panel of contractors. The municipality reserves the right to appoint service providers of the highest or lowest CIDB grade should the other specified grades be not responsive.
- 20.2 All service providers from 1EP to 4EP will be allowed to progress further to the higher CIDB grading upon submission of the relevant CIDB certificate. The total number of twenty (20) contractors shall remain the same throughout the duration of the contract.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E 37 OF 2024

APPOINTMENT OF SERVICE PROVIDERS FOR THE INSTALLATION, MAINTENANCE AND REPAIRS OF MEDIUM AND LOW VOLTAGE ELECTRICAL INFRASTRUCTURE: SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES

PRICE AND DATA SCHEDULES

ANNEXURE '1'

REFER TO ATTACHED (DOCUMENT 2)

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E 37 OF 2024

APPOINTMENT OF SERVICE PROVIDERS FOR THE INSTALLATION, MAINTENANCE AND REPAIRS OF MEDIUM AND LOW VOLTAGE ELECTRICAL INFRASTRUCTURE: SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	E 37 OF 2024	CLOSING DATE:	14 JUNE 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS FOR THE INSTALLATION, MAINTENANCE AND REPAIRS OF MEDIUM AND LOW VOLTAGE ELECTRICAL INFRASTRUCTURE: SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES				
THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM					

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

FOYER, GROUND FLOOR
CITY HALL
169 CHIEF ALBERT LUTHULI STREET (FORMERLY COMMERCIAL ROAD)
PIETERMARITZBURG
3201

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF TENDERER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM UNIT	CONTACT PERSONS	LUNGISANI NTULI
CONTACT PERSON	VUYANI MSIAMNG	TELEPHONE NUMBER	033 392 5790
TELEPHONE NUMBER	033 – 392 2807	CELLULAR NUMBER	082 724 3636
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	vuyani.msimang@msunduzi.gov.za	Lungisani.ntuli@msunduzi.gov.za	

PART B

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>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.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

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

SIGNATURE OF TENDERER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E 37 OF 2024

APPOINTMENT OF SERVICE PROVIDERS FOR THE INSTALLATION, MAINTENANCE AND REPAIRS OF MEDIUM AND LOW VOLTAGE ELECTRICAL INFRASTRUCTURE: SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES

DATA SHEET 2: STATEMENT OF PREVIOUS EXPERIENCE

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

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

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

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

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

Signature Date

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DATA SHEET 4 – 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:-

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

(Attach a copy of the current Utility Bill)

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

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

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of :-

Physical Address.....

.....

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

THE MSUNDUZI MUNICIPALITY

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DATA SHEET 5: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

¹MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
 (i) any municipal council;
 (ii) any provincial legislature; or
 (iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.....

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

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

.....

4. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, the undersigned (Name)

Certify that the information furnished on this Declaration Form is correct. I accept that the state may act against me should this Declaration prove to be false.

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

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E 37 OF 2024

APPOINTMENT OF SERVICE PROVIDERS FOR THE INSTALLATION, MAINTENANCE AND REPAIRS OF MEDIUM AND LOW VOLTAGE ELECTRICAL INFRASTRUCTURE: SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES

DATA SHEET 6: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (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

SUPPLIES AND SERVICES CONTRACT No. E 37 OF 2024

APPOINTMENT OF SERVICE PROVIDERS FOR THE INSTALLATION, MAINTENANCE AND REPAIRS OF MEDIUM AND LOW VOLTAGE ELECTRICAL INFRASTRUCTURE: SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES

DATA SHEET 7: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

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**APPOINTMENT OF SERVICE PROVIDERS FOR THE INSTALLATION, MAINTENANCE AND
REPAIRS OF MEDIUM AND LOW VOLTAGE ELECTRICAL INFRASTRUCTURE:
SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES**

DATA SHEET 8: AUTHORITY TO SIGN DOCUMENT

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

.....

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

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:-

(1) Full Name:

Signature:Date.....

(2) Full Name:

Signature:Date.....

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

THE MSUNDUZI MUNICIPALITY

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SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES**

**DATA SHEET 9: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

** Delete if not applicable*

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

***YES / NO**

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

.....
.....

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

***YES / NO**

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

2.2 If yes, provide particulars.

.....
.....

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

***YES / NO**

3.1 If yes, furnish particulars.

.....
.....

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

***YES / NO**

4.1 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

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SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES**

TENDER FORM

The City Manager
City Hall
PIETERMARITZBURG
3201

Dear Sir

Having examined the Specifications, Conditions of Contract, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Specifications, Conditions of Contract, Tender and Legislation, save as amended by the modifications set out in Annexure 'A' attached hereto, for the rates as set out in the price schedule for a three (3) year period commencing from date of award.

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

I / We are registered VAT vendors and the amounts indicated on the Price Schedule INCLUDES VAT.

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated.

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

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

(enter Nil if no affiliations)

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

(enter Nil if no affiliations)

My/Our VAT vendor registration number is: - _____

My/Our tender fee receipt number as issued by the Council is: _____

I/We bank at the branch of _____

where I/we have a _____ account.

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

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

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

I/we the Undersigned, Warrants That I Am/ We Are Duly Authorised to Do So on Behalf of the Enterprise, Certifies That the Enterprise Complies with All Statutory and Municipal Requirements and That the Information Supplied in Terms of this Documents with Additional Information is Correct and Accurate and Acknowledges That if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may

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

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

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of: -

Physical Address.....

.....

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

THE MSUNDUZI MUNICIPALITY

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ALTERATIONS BY TENDERER

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

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

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

Signature Date

THE MSUNDUZI MUNICIPALITY

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

SECTION 37(1)

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

- (a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

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

SECTION 37(2)

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

ACCEPTANCE BY MANDATORY

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

I, _____

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

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

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

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

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

Signature: _____ Date: _____

(on behalf of PRINCIPAL CONTRACTOR)

Signature: _____ Date: _____

(CLIENT- Msunduzi Municipality)

Print Name: _____

(Name of CLIENT Representative)

THE MSUNDUZI MUNICIPALITY**SUPPLIES AND SERVICES CONTRACT No. E 37 OF 2024****APPOINTMENT OF SERVICE PROVIDERS FOR THE INSTALLATION, MAINTENANCE AND REPAIRS OF MEDIUM AND LOW VOLTAGE ELECTRICAL INFRASTRUCTURE: SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 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	90
SPECIFIC GOALS	10
Total points for Price and Specific Goals must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals, if the bidder did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a Service Provider, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where: -

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = 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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

Where: -

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

5. SUB-CONTRACTING

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

(Tick applicable

YES		NO	
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box)

5.1.1 If yes, indicate:

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

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

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

(Tick applicable box)

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

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

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number.....

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

6.6 COMPANY CLASSIFICATION

[TICK APPLICABLE BOX]

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

6.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number:

Stand Number:

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

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

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

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

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

ADDRESS:

.....

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E 37 OF 2024

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SUBSTATIONS, OVERHEAD, UNDERGROUND MAINS AND CUSTOMER SERVICES

TAX CLEARANCE CERTIFICATE

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

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CIPC REGISTRATION CERTIFICATE

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

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CENTRAL SUPPLIER DATABASE (CSD)
REGISTRATION REPORT

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

A full Report is required for adjudication purposes.

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COMPACT DISC (CD) OR USB-FLASH DRIVE

Tenderers are required to attach hereto a scanned copy of the completed tender document on either a Compact Disc (CD) or USB-Flash Drive for adjudication purposes.

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

SIGNED ON BEHALF OF THE SERVICE PROVIDER:

Name of Service Provider

Name of Signatory:

Capacity of Signatory:

Signature Date

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