

THE MSUNDUZI MUNICIPALITY



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

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

SUPPLIES AND SERVICES CONTRACT No. E50 OF 2022

REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE UNDERGROUND CABLES

Tenderer's Name:																					
Postal Address:																					
Tel. No.												Cell. No.									
Contact Person:																					
E Mail Address:																					
CSD NUMBER : MAAA												B-BBEE STATUS LEVEL									

Tenders contained in sealed envelopes and marked with “**SUPPLIES AND SERVICES CONTRACT No. E50 OF 2022**” and the **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, not later than **12h00 on Tuesday, 30 August 2022** 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?		D	
6	Has ALL the "Data Sheet" Forms been completed, stamped and signed (where applicable) by a Commissioner of Oaths?		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 2017" been completed in its entirety and signed?			
9	As an EME , is a certificate issued by an Accounting Officer or a Verification Agency accredited by SANAS or a Registered Auditor attached to the tender document?			
10	As a NON-EME , is an original and valid B-BBEE status level Verification Certificate or a certified copy thereof attached to the Tender Document?			
11	Is a valid Tax Clearance Certificate and Tax Compliance Status Verification Pin attached to the Tender Document?		D	
12	Has the CSD Supplier Number and Unique Registration Reference Number submitted with the Tender Document?		D	

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

Name of Tenderer: _____

Signature: _____ Date: _____

THE MSUNDUZI MUNICIPALITY
SUPPLIES AND SERVICES CONTRACT No.E50 OF 2022
REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES

CONTENTS

1.	TENDER SUBMISSION CHECKLIST	02
2.	CONTENTS	03
3.	TENDER NOTICE.....	04
4.	STANDARD CONDITIONS OF TENDER.....	06
5.	STANDARD CONDITIONS OF CONTRACT	14
6.	LEGISLATION.....	19
7.	SPECIFICATION.....	22
8.	PRICING SCHEDULES	39-42
9.	<u>DATA SHEETS 1 – 11</u>	
9.1	INVITATION TO BID DOCUMENT.....	43
9.2	AUTHORITY TO SIGN DOCUMENT.....	46
9.3	STATEMENT OF PREVIOUS EXPERIENCE.....	47
9.4	SCHEDULE OF RESOURCES.....	48
9.5	DECLARATION OF MUNICIPAL FEES.....	49
9.6	DECLARATION OF INTEREST.....	50
9.7	BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	53
9.8	CERTIFICATE OF INDEPENDENT BID DETERMINATION	55
9.9	DECLARATION FOR PROCUREMENT OVER R10 MILLION	58
10.	<u>TENDER FORM AND ANNEXURES</u>	
10.1	TENDER FORM.....	60
10.2	ANNEXURE "A" – ALTERATIONS BY TENDERER.....	62
10.3	ANNEXURE "B" – OCCUPATIONAL HEALTH AND SAFETY ACT	63
10.4	ANNEXURE "C" – PREFERENTIAL PROCUREMENT POLICY	65
10.5	ANNEXURE "D" – TAX CLEARANCE CERTIFICATE	71
10.6	ANNEXURE "E" – B-BBEE VERIFICATION CERTIFICATE	72
10.7	ANNEXURE "F" – CIPC REGISTRATION CERTIFICATE	74
10.8	ANNEXURE "G" – CSD REGISTRATION REPORT	75
10.9	ANNEXURE "H" - LOCAL PRODUCTION AND CONTENT	76
10.10	ANNEXURE "I" - SUBMISSION OF TENDER - CD/USB-FLASH DRIVE	80
11.	<u>TENDERERS PLEASE NOTE:</u>	
11.1	Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction indistinct, or any descriptions ambiguous, or this document contain any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have the same rectified. No liability whatsoever will be incurred in respect of errors in any tender due to the Tenderer's failure to observe this requirement.	
11.2	The Tender Notice appeared in The Ilanga newspaper, Council's and e-Tender websites on Monday, 25 July 2022.	

MSUNDUZI MUNICIPALITY

TENDER NOTICE

SUPPLIES AND SERVICES CONTRACT No.E50 OF 2022

**REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES**

TENDER NOTICE

The Msunduzi Municipality hereby invites tenders for the above contract for a three (3) year period.

Tender documents will be made available to tenderers from **14h00 on Thursday, 28 July 2022**, can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on www.etenders.gov.za.

For technical enquiries, please contact Mr. Poovan Naidoo on Tel. 033 392 5069 / 076 481 8418 or e-mail: poovan.naidoo@msunduzi.gov.za.

For any procurement related enquiries, please contact Phiwe Mthlane (Supply Chain Management Sub-Unit) on direct Telephone No. 033 – 392 2486 or e-mail address phiwe.mthlane@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 “**SS No. E50 OF 2022**” 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 Tuesday, 30 August 2022**, 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 shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS	VERIFICATION METHOD
Previous experience of tenderer in jointing and terminating Medium or high voltage oil filled cables	25	Copies of Award letters or Completion certificates or Delivery notes to be attached to score points

Previous experience of tenderer in jointing and terminating high voltage XLPE cables	25	Copies of Award letters or Completion certificates or Delivery notes to be attached to score points
Competency of staff : Each team to consist of : 1 x Electrician and 1 x Cable jointer and 2 x Assistants	20	Attach copy of Electricians trade test certificate, and Cable jointers certificate of training and ID copies of assistants
Plant and equipment: No LDVs 1 X LDV More than 1 X LDV	15	Attach copies of certificate of Registration in Tenderers name
Plant and equipment: No Crane Truck 1 x Crane truck	15	Attach copies of certificate of Registration in Tenderers name

Total Points	100%	100 Points
Threshold	75%	75 Points

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.

MS. NELISIWE NGCOBO (ACTING CITY MANAGER)

THE MSUNDUZI MUNICIPALITY

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

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

2. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto ***‘and must be submitted both in hard copy and on a CD / USB Flash Drive contained in sealed envelopes’***. 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 priced tender documents will be considered. Tenders submitted by telegram, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers 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. 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 addressed endorsed with the appropriate contract number, must reach the City Hall, Pietermaritzburg not later than the 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 tendering. Tenders shall remain open for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period within which period a tender may be permitted to withdraw a tender subject to an application with good and sufficient reasons being submitted in writing to the approval and at the sole discretion of the Head: Supply Chain Management

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.

In the case of a Tenderer withdrawing his/her 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 Tenderer.

3. 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 tender or the awarding of a contract, any gratuity, bonus, discount

or consideration of any kind in connection with the obtaining of a contract, nor 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 date of closing of tenders and the date of notification of the successful Tenderer; provided always that the Head: Supply Chain Management may 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 may result in the disqualification of the tender.

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 or tampering with any tender, quotation, contract or bid after their submission.

4. 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 direct for any import permits or currency needed, but the Council will furnish the successful Tenderer with a supporting statement if required.

5. PRICES

Subject to paragraph 9 of the Standard Conditions of Contract, prices shall be based on payment being made within thirty (30) days of receipted delivery and quoted net in South African currency and shall include for all costs whatsoever including materials, plant, labour, patent rights, royalties, freight, insurance, customs, railage and delivery to the place or places nominated in the tender documents, unless the Tenderer states otherwise on Annexure "A" hereto attached.

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 business, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and payroll system. It will electronically verify a supplier's tax and B-BBEE 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 tenderer(s) who is/are registered on the CSD on or after 01 July 2016.

In order for Council to verify your Company's registration with CSD, please provide 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 tenderer must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the tenderer's tax obligations.

Tenderers shall be required to submit together with the tender document a valid original Tax Clearance Certificate and a Tax Compliance Status Verification Pin issued by SARS. Failure to submit an original Tax Clearance Certificate or a Tax Compliance Status Verification Pin will result in the invalidation of the tender. Certified copies of the Tax Clearance Certificate will not be acceptable.

Further to the above, Tenderers 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 Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) days written notice in which to comply.

Should the Tenderer fail to comply with the above request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

If a tenderer 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 contract. In this instance, the Tenderer will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes:

CSD Supplier Number	
Unique Registration Reference Number	

8. ALTERATIONS BY TENDERER

If a Tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specification, Quantities or Drawing, 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.

9. PERIOD FOR DELIVERY

Unless otherwise specified in these documents, the Tenderer shall state the period within which the complete delivery of all items described in these tender documents and covered by this contract is offered. Such period(s) shall form part of the Conditions of Contract and may be taken into consideration in the adjudication of tenders.

10. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers, 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 principal of the distribution of works in order to empower SMME's and BEE's.

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

11. ACCEPTANCE OF ANY TENDER

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.

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

The procedure which will be followed with the acceptance of a tender is as follows:

No formal agreement will be signed. A letter of acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the Tenderer and the tender, together with the letter, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the letter covering the tender, the Tenderer 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 Tenderer is

warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

12. 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 (Commercial Road), Pietermaritzburg.

The Tenderers domicilium citandi et executandi shall be held to be whatever street address 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 such address shall be within the Republic of South Africa.

13. SAMPLES FOR ADJUDICATION

Samples may be required at the tender stage for adjudication purposes. If so, they are to be supplied at the Tenderer's expense and in accordance with the specifications.

14. DATA SHEETS

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

15. MUNICIPAL FEES

All Tenderers are to sign the Declaration herein where they declare that their Municipal Fees are in order, or proper arrangements have been made with the Council, and include the relevant account numbers in the declaration.

16. APPEALS AND/OR OBJECTIONS

Any Tenderer 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 City Manager or Head: Supply Chain Management.

In the event of the above case, the following procedure shall apply:

The Tenderer shall be required to pay an appeal/objection fee in the amount of **half 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 by bank guarantee cheque 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 City Manager or Head: Supply Chain Management. No appeal/objection will be addressed should the afore-mentioned condition not be adhered to and the Municipality shall not be held liable for any loss or damage sustained by the Tenderer due to the Tenderer's failure to adhere to the above condition.

17. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

Tenderers shall be required to submit, together with the tender document, a valid original or certified copy of their B-BBEE status verification certificate or a sworn affidavit as prescribed by the B-BBEE codes of good practice and must be valid until the closing date of the tender.

Tenderers who have submitted a valid and original or certified copy of their B-BBEE Status Level Verification Certificate or a sworn affidavit to the Council for **any other contract** need not submit a further Verification Certificate or a sworn affidavit provided that the Verification Certificate or a sworn affidavit previously submitted is still valid until the closing date of this tender. In this instance, the Tenderer will be required to indicate below the Contract No. in order to qualify their tender.

Contract No.	
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18. COMBATIVE TENDERING

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

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in bids;
- (iv) Soliciting 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 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.

19. 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.

20. COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC)

Service Providers shall be required to submit together with the tender, proof of registration with the above commission for verification purposes.

21. SUB-CONTRACTING THE WORK

Should the goods or services required under this contract be subjected to the Tenderer sub-contracting the work, the Tenderer shall be required **(for adjudication purposes)** to submit together with the tender a letter of undertaking from the Sub-Contractor indicating the Sub-Contractor's willingness to supply the Tenderer the goods or services required for the full duration of the contract period. Failure to comply with this condition may prejudice the tender.

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 Tenderer and the Sub-Contractor.

22. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

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

- 1) Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) All parties of the Joint Venture/Consortium must submit 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.
- 3) 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, and,
- 4) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate obtainable from a verification agency accredited by SANAS or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA).

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

23. CESSION AGREEMENTS

Cession Agreements can be considered by the Municipality in the event of empowering SMME's.

2.4 **COMPULSORY SITE INSPECTION / TENDER BRIEFING MEETING**

Where in the tender document reference is made to a compulsory Site Inspection / Tender Briefing Meeting, the Service Provider 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 excluded and the Council shall not be held liable for any loss or damage due to the above.

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

Tenderers producing only the Tender Briefing Certificate at the meeting will not be considered.

Service Providers are to ensure that they sign the Attendance Register circulated at the meeting and to ensure that the Site Inspection / Tender Briefing Certificate attached hereto is duly signed by the authorised official.

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.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Tenders will not be considered from Service Providers who do not attend the meeting and who's Site Inspection / Tender Briefing Certificate has not been commissioned by the authorised official. Service Providers will be required to present their tender document at the Site Inspection / Tender Briefing Meeting for endorsement and failure to comply with this will result in disqualification.

THE MSUNDUZI MUNICIPALITY
STANDARD CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATIONS

The following definitions shall apply:-

"Council" means the Msunduzi Municipality.

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

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

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

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

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

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

"SARS" means the South African Revenue Services.

2. QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS

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

3. SAMPLES FOR QUALITY CONTROL

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

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

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

4. REMOVAL OF IMPROPER MATERIALS

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

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

5. QUANTITY

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

6. DELIVERY

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

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

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

7. PENALTY FOR LATE DELIVERY

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

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

8. TERMINATION OF THE CONTRACT

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

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

9. TERMS OF PAYMENT

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

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

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

10. PRICE ADJUSTMENT/ESCALATION

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

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

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 **November 2020** regardless of the actual due tender date.
- (d) The index for the previous month shall apply up to and including the 15th day of a month, thereafter the current month's index shall apply.
- (e) The applicable index (indexes) is: _____

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

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

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

11. GOVERNMENT CONTROLLED PRICES

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

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

12. FORWARD COVER

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

13. INSURANCE AND RAILAGE RATES ETC

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

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

14. ASSIGNMENT AND SUBLETTING

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

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

15. SECRECY OF INFORMATION

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

16. LAW TO APPLY

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

17. PATENT RIGHTS

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

18. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE

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

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

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

THE MSUNDUZI MUNICIPALITY

LEGISLATION

1.0 GENERAL

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

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

- 2.1 The OHS Act covers inter alia "any work in connection with -
- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
 - b) the installation, erection or dismantling of machinery;
 - c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
 - d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).
- It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.
- 2.2 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure B, between the Employer and the Contractor in this contract are:
- 2.2.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
 - 2.2.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
 - 2.2.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
 - 2.2.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
 - 2.2.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
 - 2.2.6 The Mandatory shall before commencing or carrying out the work, inform the divisional inspector in writing of:-

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

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

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

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

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

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

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

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

6.0 THE INCOME TAX ACT (ACT 58 of 1962)

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

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

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

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

- 8.1 Where work undertaken in connection with this contract falls within the meaning of "kinds of work reserved for professional engineers" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.
- 8.2 The Tenderer shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Tenderer shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

9.0 NON-COMPLIANCE

- 9.1 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.
- 9.2 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.E50 OF 2022

REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE UNDERGROUND CABLES

SPECIFICATION

1.0 SCOPE OF CONTRACT

Oil leak location / detection, repairs and maintenance (including emergency break down repairs) to underground 33KV oil filled cables and 132KV XLPE cables on an as-and-when-required basis.

The contractor shall provide resources, personnel, transport, equipment, hand tools, Consumables and materials, necessary to carry out oil leak location / detection repairs and maintenance to the existing 33KV PILC (lead or CSA sheathed) oil filled cables and 132KV XLPE cables.

- a. The installation of high voltage joints and terminations, excavations and reinstatements, laying of the new cable, plant hire.
- b. The supply of cable, joint and termination kits and other associated materials.
- c. The supply, tagging and locating of oil leaks by means of mobile Perfluoromethylcyclohexane (PFT) detection system comprising of
 - i. Supply and installing of the PFT concentrate,
 - ii. Online and Offline tagging of the oil filled cables,
 - iii. Locating and pin pointing oil leaks using mobile PFT detection equipment.
- d. Provision of relevant security services to safe guard the network until such a time that the network is completely handed over to the Msunduzi Municipality.

2.0 TENDER BRIEFING MEETING

n/a

3.0 DETAILED SPECIFICATIONS

The contractor will not be allowed to start with any works without a Works Permit issued by the Senior Manager Electricity or his duly appointed representative.

33KV OIL FILLED CABLES

Cable 1 and 2 : Retief Street Primary Substation to Pine Street Primary Substation

Type of Cable	Oil filled
Voltage rating	33kV
Manufacturer	Unknown
Specifications of Cable	3 core 95mm ²
Cable Pressure	140 kPA
Length of Circuit	2.8km
Number of stop joints	Nil

Number of Sections per circuit	7
Length of Section	2.8km
Known after commissioning joints	Nil
Estimated litres of oil	2 liters per meter
Accumalator tank volume	3 of 300L
Estimated total litres per section	6900L
Route : Cable in paving and road drivable.	7m of tunnel
Depth of cable	1500mm

Cable 3 and 4 : Retief Street Primary Substation to Archbell Street Primary Substation

Type of Cable	Oil filled
Voltage rating	33kV
Manufacturer	Unknown
Specifications of Cable	3 core 95mm ²
Cable Pressure	140 kPA
Length of Circuit	2.8km
Number of stop joints	Nil
Number of Sections per circuit	6
Length of Section	2.8km
Known after commissioning joints	One (1)
Estimated litres of oil	2 liters per meter
Accumalator tank volume	3 of 300L
Estimated total litres per section	6900L
Route : Cable in paving and road drivable.	Fully driveable
Depth of cable	1500mm

132KV XLPE CABLES (1200mm²)

Description :	1200mm² Aluminium, XLPE, W/B, CSA, LLDPE, HS	
Voltage And Specification :	76/132kV, SANS IEC 60840 / NRS 077	
Water Blocking :	Fully Water blocked	
Conductor size and shape	mm ² nom	1200, miliken
Conductor diameter	mm app.	43.4
Diameter over s/c conductor screen	mm app.	47.6
Diameter over XLPE insulation	mm app.	81.9
Diameter over s/c core screen	mm app.	84.9
Diameter over CSA metallic sheath	mm app.	108.42
Final diameter of cable (D)	mm app.	121.6
Cable mass	kg/m app.	13.18

Gross Mass (500m)	kg app.	7930	
Minimum Insulation bending radius	m	3.6	
RATINGS		Trefoil	Flat (2D)
Current rating in ground	Amps	875 (200 MVA)	959 (219 MVA)
Current rating in air	Amps	1237 (283 MVA)	1469 (335 MVA)
AC Resistance @90°C	Ω/km max	0.0318	0.0318
Reactance	Ω/km	0.1251	0.1832
Impedance	Ω/km	0.1291	0.1859
Sheath Standing Voltage	V/km	48	95
ELECTRICAL PARAMETERS			
Dc Resistance at 20°C	Ω/km max	0.0247	
Electrical stress at conductor screen	kV/mm	6	
Electrical stress at insulation screen	kV/mm	3.4	
Capacitance	μF/km	0.255	
Zero sequence resistance	Ω/km	0.0693	
Zero sequence reactance	Ω/km	0.0697	
Symmetrical fault rating (@250°C limit)	kA (1 sec)	111	
Earth fault rating (@150°C limit)	kA (1 sec)	64,4	

NB! Ratings above are based on standard soil conditions for a single circuit in isolation as follows	
Soil thermal resistance	1.2Km/W
Soil temperature	23°C
Depth of burial	1.2m
Air temperature	35°C
Earthing	Cross Bonded or single point bonded
Tolerance on Dimensions	± 2.5%

132KV XLPE CABLES (400mm²)

Description :	400mm ² Aluminium, XLPE, W/B, CSA, LLDPE, HS		
Voltage And Specification :	76/132kV, SANS IEC 60840 / NRS 077		
Water Blocking :	Core is standard, conductor on request		
Conductor size and shape	mm ² nom	400, miliken	
Conductor diameter	mm app.	23.9	
Diameter over s/c conductor screen	mm app.	28.2	
Diameter over XLPE insulation	mm app.	58.5	
Diameter over s/c core screen	mm app.	60.9	
Diameter over CSA metallic sheath	mm app.	80.3	
Final diameter of cable (D)	mm app.	90.3	
Cable mass	kg/m app.	7.3	
Gross Mass (500m)	kg app.	4850	
Minimum Insulation bending radius	m	1.81	
RATINGS		Trefoil	Flat (2D)
Current rating in ground	Amps	493 (113 MVA)	519 (119 MVA)
Current rating in air	Amps	642 (147 MVA)	733 (168 MVA)
AC Resistance @90 ^o C	Ω/km max	0.1008	0.1006
Reactance	Ω/km	0.1433	0.2014
Impedance	Ω/km	0.1752	0.2252
Sheath Standing Voltage	V/km	28	52
ELECTRICAL PARAMETERS			
Dc Resistance at 20 ^o C	Ω/km max	0.0778	
Electrical stress at conductor screen	kV/mm	8	
Electrical stress at insulation screen	kV/mm	4	
Capacitance	μF/km	0.1907	
Zero sequence resistance	Ω/km	0.1511	
Zero sequence reactance	Ω/km	0.0865	
Symmetrical fault rating (@250 ^o C limit)	kA (1 sec)	37	
Earth fault rating (@150 ^o C limit)	kA (1 sec)	47.7	

NB! Ratings above are based on standard soil conditions for a single circuit in isolation as follows	
Soil thermal resistance	1.2Km/W
Soil temperature	23°C
Depth of burial	1.2m
Air temperature	35°C
Earthing	Cross Bonded or single point bonded
Tolerance on Dimensions	± 2.5%

3.1 EXCAVATIONS: (ITEM 1)

The unit rate in cubic metre (m³) for excavations and backfilling includes the following items:

- The initial clearing of the route of all unwanted vegetation or material and the removal thereof to a suitable dumping site.
- The excavations itself which includes the excavations in rock, stone, clay or in any other material as well as cable crossings or any other service crossings.
- The safeguarding and the maintenance of the excavations in terms of the relevant Acts and By-Laws. The contractor shall acquaint him/herself with the specific requirements in this regard.
- The sifting and installation of the needed bedding. The bedding of all trenches and holes shall be according to the requirements of the Msunduzi Municipality
- All vehicle access driveways shall be closed as soon as possible. Where necessary, temporary bridges of braced steel plates shall be placed over open trenches, where vehicles have to cross whilst the trench is open.
- All open trenches be barricaded with wooden stakes at least 1,2m high and be placed approximately 6 to 8m apart and plastic warning mesh/tape at all times to alert people of the danger.
- The Contractor's insurance on this contract shall, apart from other requirements, specifically cover the risks attached to excavations and open trenches.

DEFINITIONS

- Pickable ground is defined as follows: Ground, which can be removed with spades and pickaxes and includes loose gravel, loose or soft shale, loose stones.
- Clay ground is defined as a fine-grained natural rock or soil material that combines one or more clay minerals with traces of metal oxides and organic matter. Clays are plastic due to their water content and become hard, brittle and non-plastic upon drying or firing.
- Shale / Soft rock is defined as follows: Rocks or stones which can be loosened by hand and includes shale, compact ferricrete and rocks with a diameter of 75 mm or bigger. (0,03 m³ in volume).
- Compacted ground is defined as follows: Ground, which had been compacted previously, and can only be excavated by the use of a jackhammer or any other mechanical means.
- Hard rock is defined as follows: Granite, quartz sandstone, slate and any other rock with the same hardness or size, solid shale and rocks more than 0,03 m³ in volume and where the use of a jack-hammer or any other mechanical means is necessary.

LIFTING AND BREAKING

The lifting of paving/bricks/pre-cast tiles includes the cost to lift any form of paving (bricks, tiles, blocks etc.) and stack them neatly. The rate includes

- Use of a jackhammer for breaking up of concrete, tar or paving,
- The removal of all unwanted material to a suitable dumping site.
- Any paving slabs that is damaged will be for the account of the contractor

CUTTING OF TAR, CONCRETE OR PAVED SURFACES

The unit rate per meter (m) for cutting of tarred, concrete or paved road crossings, entrance roads or ramps where drilling is impossible.

- The service must be cut with a mechanical machine in order to ensure a smooth breaking service.
- The double guide cuts shall be considered as one cut.

3.2 INSTALLATION OF CABLES AND BACKFILLING

- . The unit rate per metre (m) for the installation of cables will include the following;
- . The installation of the cable (per m per core for single core cables and per meter for three core cables) including the earth wire (where applicable), the handling thereof in the excavations, pipes, sleeves or channels as well as the straightening of the cables.
- The restoration of the route to its original form and the clearing of the route of all unwanted material, in accordance with the contract.
- The cost to draw up the route plans for the cables must be included in the unit rates for the installation of cables.
- Concrete Slabs shall be installed over the cable for protection. The concrete slabs will be installed in an approved manner and must be at least 300mm wide x 500mm long x 50mm thick.
- Contractors are to take note of and comply with the provisions of the Occupational Health and Safety Act and Regulations: 85 of 1993 regarding cable laying and excavations.
- Excavations, cable laying and backfilling operations shall be programmed to minimize damage and inconvenience to people due to open trenches, holes, dumped soil and stones.
- Backfilling of trenches along sidewalks (pedestrian areas) shall be done in layers of 250mm, each layer dampened and compacted mechanically so as to achieve a 90 % MOD AASHTO density.
- Backfilling of trenches along trafficable areas (roads and property entrances) shall be done using stabilised C4/G5 material in layers of 250mm, each layer dampened and compacted mechanically so as to achieve a 95 % MOD AASHTO density.
- Trenches accommodating medium and high voltage cables are to be initially backfilled with a layer of selected backfill, covering the cables to a depth of 200mm, of which 75mm shall be below the cables, remaining backfill is to be the previously excavated material.
- The contractor needs to comply with all the electrical regulations, the Occupational Health and Safety Act and Regulations: 85 of 1993 and the Msunduzi Municipalities Operational Procedures and Policies when entering substations.

Due to constant vehicle and pedestrian activity, the following warning signs will be required for the safety aspect of the project

- Men at Work Sign boards.
- 500mm to 750 mm Orange plastic Cones.
- Road narrow to one side sign boards
- Sign boards with company detail, contact number.
- Orange plastic barricading net.

HORIZONTAL DRILLING AND PITS:

- The unit rate per metre or per metre per hole for horizontal drilling of holes includes the collection, from the relevant depot/store and installation of the sleeves, the supply and installation of steel wire and the placing of the end seal. The contractor shall supply water for the drilling process if required.
- An accurate hole is defined as when a hole is drilled in such a way that the sleeves installed don't have an offset at the finishing point of more than 200 mm compared to the starting point. Inaccurate holes are unacceptable and no payment will be made for such mistakes. Payment will only be made for sleeves that were successfully installed.
- The unit rate (per m²) for the drilling pits includes the following:
The initial clearing of the site of all unwanted vegetation or material and the removal thereof to a suitable dumping site.

- The digging of the pit.
- The safeguarding and the maintenance of the excavations in terms of the relevant Acts and By-Laws. The contractor shall acquaint him-/herself with the specific requirements in this regard.
- The restoration of the site to its original form, the clearing of the site of all unwanted material and the removal of all unwanted material to a suitable dumping site.

3.3 RE-INSTATEMENTS: REPAIR AND SUPPLY OF SURFACE COVERINGS

All re-instatements to conform to specific standards of the Msunduzi Municipality Roads Department. Reinstatements will also be inspected by the Roads Dept.

Repairs of paving/bricks:

- The unit rate per square meter (m²) for the repair of paving/bricks includes the compacting of the ground and the restoration thereof to the original condition.
- Any bricks or paving that are broken by the contractor, will be for the account of the contractor.

Supply of paving/bricks:

- The unit rate per square meter (m²) for the supply of paving/bricks, Precast tiles/stones:
- The unit rate per square meter (m²) for the repair of precast slabs,tiles/stones and paving includes the compacting of the ground and the restoration thereof to the original condition. Any precast tiles, stones, slabs that are broken by the contractor, will be for the account of the contractor.
- The unit rate per square meter (m²) for the supply of precast slabs, tiles, stones. Supply and repair concrete:
- The unit rate per cubic meter (m³) for the repair of concrete includes the supply, delivery and casting of the concrete to the satisfaction of the Senior Manager Electricity or his duly appointed representative
- The strength of the supplied concrete must be 20 MPA. Supply and repair tar driveways:
- The unit rate per cubic meter (m³) for the supply and repair of tar pavements includes the delivery and placing of the tar and the finishing thereof to the standards set by the Senior Manager Electricity or his duly appointed representative.
- Tarred roads will be repaired by the Contractor. Any of the other services may also be repaired by the Contractor if required by the Senior Manager Electricity or his duly appointed representative

The unit rate (each) for supply and installation of cable markers includes the collecting of the cable markers or concrete blocks from the relevant depot or store, punching of the necessary information on the marker (if required) and installation on site. Cable markers must be placed along the cable routes.

- The unit rate (each) includes the supply, delivery and installation of 20 MPa concrete slabs as and where required.
- The unit rate (each) includes the supply, delivery and installation of sand bags as and where required.
- The unit rate (each) includes the supply, delivery and installation of sand bags mixed with cement: ratio 80:20, when and where required.
- The unit rate per cube meter (m³) includes the removal from and return to site of any existing sand that cannot be left on site due to restricted space.
- The unit rate per square metre (m²) includes the supply, delivery and installation of excavation shoring as required by law.

3.4 INSTALLATION OF SLEEVES:

The unit rate per metre (m) for the installation of sleeves includes the following:

NB!!!! This section excludes sleeves installed by means of horizontal drilling.

- These sleeves would normally be installed underneath opened drive ways, opened tar roads and in trenches as required.
- The collection, from the relevant depot/store, the installation of the sleeves and the placing of the necessary end seals on the sleeves which are not used.
- Payment will only be made for sleeves successfully installed. Successful installation is defined as when the sleeves are installed at the same height.

3.5 JOINTING AND TERMINATING

All 132kV XLPE cable joints and terminations shall comply with NRS 077.

The unit rate per joint (each) for the jointing and terminating cables (single core and three core), includes the making of the joint/s, the installation of a cable joint marker, the updating of the cable route plans, the performing of the necessary tests and all work which may be necessary to finish the jointing point properly.

Only suitably qualified and experienced cable jointers working under the constant supervision of the contractor's responsible person (who must be a competent person as defined in the Occupational Health and Safety Act) may be used to perform the jointing tasks. Only competent personnel, as defined in the Occupational Health and Safety Act, may be used for jointing cables which are in close proximity of electrically energized equipment. This work must be carried out in compliance with the relevant section of the Occupational Health and Safety Act and the Msunduzi Municipality Operational Procedures and Policies.

The cable must be tested clear by the Msunduzi Municipality before making any joints in the event of any possible further cable faults. The additional fault/faults will first be located by the Msunduzi Municipality before jointing is carried out.

The contractor may be required to carry out the phasing of the cable.

Cable joints for Oil Filled Cables :

- Straight-through joints shall allow for the flow of oil through the joint.
- Stop joints shall provide an oil barrier suitable for creating hydraulic sections in the cable system.
- Transition joints shall be designed to join oil-filled cable to XLPE-insulated cable in accordance with the jointing manufacturer's specifications.

Notes: Transition joints are required either to join a three-core oil-filled cable to three core XLPE-insulated cables or single core cables.

3.6 CABLE SERVING FAULTS

Cable Faults will be located by the Msunduzi Municipality. However, the tenderer will be required to conduct testing at the approval of the Senior Manager Electricity or his duly appointed representative.

The unit rate per cable for serving faults are separately indicated for testing, fault location, expose, fault repairs and backfill and will be applicable to the cables mentioned in the Schedule of Prices. A Senior authorised operator will issue the permit/s on commencement of testing and sign off the permit/s and commission the cable on successful completion.

3.7 PLANT HIRE

The unit rate (per hour) includes the hire of the relevant additional equipment or machinery. The cost of the driver/operator of the vehicle/machinery/ equipment supplied by the contractor must be included in the rate.

The driver/operator must be able to operate the vehicle/machinery/ equipment on the vehicle in the case of crane trucks, hydraulic towers, etc., and must have the necessary valid training certificates. The Contractor must supply proof of training certificates of the driver/operator, when requested by the

Senior Manager Electricity or authorised representative.

3.8 RESTORATION AND CLEANING UP.

Upon completion of work or any portion thereof the ground, paved, concreted or tarred areas, fences and any other structures, which have been interfered with, shall be carefully restored to their original condition. All rubble, rubbish, tools, tackle, plant and materials shall be removed, disposed of and the whole of the works or each completed portion thereof shall be left in a neat, orderly and working condition.

The contractor shall be responsible to make the necessary arrangements for dumping of all rubbish at an official local government dumping.

3.9 INSPECTION AND DATA CAPTURING

Completed cable joints, terminations and repaired oil leaks shall be inspected and approved by the Msunduzi Municipalities responsible official before any backfilling is commenced.

The following data will be recorded for all works carried out including cable leaks :

- Photographs of the cable, joints and terminations that failed before and after repairs were done.
- Apparent reason for the failure of the cable, joint or termination.
- The date of the completed installation.
- The manufacturers name, part and serial number of the joints and terminations installed.
- The location of the joint or termination and to be recorded on a “as built” drawing.
- All recorded pre-commissioning test values.

3.10 DAMAGES TO SERVICES

Any damages caused by the contractor to electrical, water, sewer, fibre, telephone or to private property shall be repaired at the contractors expense.

3.11 WORK SITE CAMP

The Contractor will arrange with the Msunduzi Municipality officials to establish a site camp on Msunduzi Municipality property for large projects only.

The rate for Site Establishment is only applicable if the site camp is approved to be set up by the Msunduzi Municipality Officials.

4.0 CONDITIONS OF TENDER

The conditions of tender are The Standard Conditions of Tender as contained in annex F of SANS 294-2004 and GCC 2015.

5.0 TENDER ELIGIBILITY

Only the Tenderers who comply with the following will have their tender evaluated:

- a) Registered in the Central Supplier Database in terms of Circular 81 of the Municipal Finance Management Act (MFMA)
- b) All other requirements as stated in the Tender Document.

6.0 EVALUATION

6.1 CIDB Grading

Tenderers must have a minimum CIDB Contractor grading of 6 EP / 5 EP PE, failing which, the tender will not be evaluated further and the tenderer disqualified

6.2 Functionality points

Minimum threshold of 75% on Technical Functionality must be achieved, failing which, the tender will not be further evaluated further, and the tenderer disqualified

6.3 Price and BBB-EE

The tenderers will be evaluated based on the 80/20 in terms of PPPFA where 80 is for price and 20 is for BBB-EE

The Msunduzi Municipality reserves the right to award this tender in part or in full.

The Msunduzi Municipality reserves the right to award this tender to more than one Tenderer.

CRITERIA	BASIS FOR POINTS ALLOCATION	SCORE	MAXIMUM POINTS	VERIFICATION METHOD
Previous experience of tenderer in jointing and terminating Medium or high voltage oil filled cables	No projects	0	25	Copies of Award letters or Completion certificates or Delivery notes to be attached to score points
	1 project	5		
	2 projects	10		
	3 projects	15		
	More than 3 projects	25		
Previous experience of tenderer in jointing and terminating high voltage XLPE cables	No projects	0	25	Copies of Award letters or Completion certificates or Delivery notes to be attached to score points
	1 project	5		
	2 projects	10		
	3 projects	15		
	More than 3 projects	25		
Competency of staff : Each team to consist of : 1 x Electrician and 1 x Cable jointer and 2 x Assistants	No teams	0	20	Attach copy of Electricians trade test certificate, and Cable jointers certificate of training and ID copies of assistants
	1 x team	5		
	2 x teams	10		
	More than 2 teams	20		
Plant and equipment	No LDVs	0	15	Attach copies of certificate of Registration in Tenderers name
	1 X LDV	5		
	More than 1 X LDV	15		
Plant and equipment	No Crane Truck	0	15	Attach copies of certificate of Registration in Tenderers name
	1 x Crane truck	15		

Total Points	100%	100 Points
Threshold	75%	75 Points

Returnable Schedules

6.4 Acceptance of Tender Offer

Tender offers will only be accepted if:

- 1) The tenderer has completed and submitted a signed Form of Offer,
- 2) The tenderer has completed and submitted the Bill of Quantities, indicating his rate and line total.
- 3) The tenderer has completed and returned all addenda issued against the tender
- 4) Workmen's compensation
- 5) The tenderer has in his or her possession a PIN for Tax Status Compliance Verification issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations
- 6) The tenderer has completed and signed the Contractor's Health and Safety Declaration
- 7) The tenderer has completed the Compulsory Enterprise Questionnaires and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process
- 8) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector
- 9) The tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges.

6.5 Other Returnable Schedules

- 1) Authority for signatory.
- 2) Financial statement – If applicable
- 3) Schedule of proposed sub-contractors
- 4) B-BBEE registration certificate – **Valid B-BBEE certificate to score points**
- 5) Compliance with Unemployment Insurance Fund
- 6) All other Returnable Schedules as contained in the Tender Document

7. **CONTRACT PERIOD**

The contract period will be for the period of thirty six months from the date of award.

8. **PLACE OF DELIVERY**

Within the Msunduzi Municipalities area of supply

9. **INSURANCES REQUIRED**

General Liability – R 2 million

10. **PENALTIES**

A penalty of 0.1% or R1000 per day (whichever is greater) of work issued will be implemented for orders not delivered within the stipulated delivery time.

11. **GUARANTEE/WARRANTY/DEFECTS LIABILITY PERIOD**

All workmanship must be guaranteed for a period of 12 months upon completion of work, and to the satisfaction of the Engineer or his duly appointed representative.

12. **COMPENSATION FOR HOURS OF WORK (LABOUR RATES ONLY)**

Normal Working Hours (Weekdays 07h00 to 16h00) = Tendered rates.
After Hours (16h00 to 07h00 including Saturdays) = Tendered rates x 1,5
Sundays and Public Holidays (All day) = Tendered rates x 2

13. **INSPECTION OF CONTRACTOR'S PREMESIS**

To be done after final award. Total cost of inspection including travelling and accommodation expenses of Municipal Officials to be paid by Contractor.

14. ESCALATION

Subject to CPIX

15. MAINTENANCE PERIOD

The contractor will be required to perform any maintenance required during the guarantee period.

16. MATERIALS

Materials supplied by contractor must conform to SABS standards.

BUY – OUTS OF MATERIAL

All Material and supplies not covered in the bill of quantities and not available at the Municipalities General Stores must be supplied by the tenderer by means of a direct buy-out from a service provider. An invoice from the service provider must be submitted attaching the invoice to the Tenderers quotation.

The Msunduzi Municipality will compensate the tenderer by means of a 10% handling fee added to the invoice to be reflected on the Tenderers quotation. Up to three quotations may be required from different service providers of the material and supplies at the discretion of the Msunduzi Municipality.

17. PROJECT MANAGER / CONTACT PERSON/S: (For technical related enquiries)

NAME	: Poovan Naidoo
DESIGNATION	: Operations Manager (Acting)
EMAIL ADDRESS	: poovan.naidoo@msunduzi.gov.za
CONTACT NO	: 033-392 5069/ 076 781 8418

18. COMPLIANCE WITH ANY LEGISLATION, REGULATIONS, ETC

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

SUPPLIES AND SERVICES CONTRACT No.E50 OF 2022
REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES

PRICE SCHEDULE

- Pricing to include all preliminary, general, contractors Labour and Transport costs.
 - All labour costs.
 - All administrative expenses.
 - Transportation (fixed cost, running cost, collection of material from the relevant depot cost and driver cost).
 - All supervision fees.
 - All standby costs in order to respond to the call.
 - Tools, equipment and auxiliary equipment.
 - Safety equipment.
 - All tariffs, levies, taxes payable by the tenderer including dump fees.
 - All expenses to restore the workplace to its original condition.
 - All equipment needed to comply with the Regulations of the Occupational Health and Safety Act and the By-Laws of the Msunduzi Municipality
- All materials supplied and installed by Contractor unless specified.
- All quantities listed are estimates for evaluation purposes only.

The quoted prices (RATE) will be in Rands, exclusive of VAT and will include all overhead costs and other expenses.

SECTION A - WORKS			
Description	Unit	Quantity	RATE
1. Excavation / Preliminary / General			
1.1 By hand	m ³	1	
1.2 Hard ground	m ³	1	
1.3 Rock requiring compressor	m ³	1	
1.4 Rock requiring heavy machine	m ³	1	
1.5 Cutting road/pavement surface	per meter	1	
1.6 Lifting off precast slabs	each	1	
1.7 Horizontal drilling and pits			
1.7.1. 1 x 110 mm sleeve per hole	per meter	1	
1.7.2. 1 x 150 mm sleeve per hole	per meter	1	
1.7.3. Start / Ending pit	m ³	1	

1.8 Site Establishment (only when permitted establish a site camp)	per occasion	1	
1.9 24hr security per day on site	per day	1	
2. Cable surround and backfilling			
2.1 Supply of 1.2 K.m/W cable surround	m ³	1	
2.2 Supply and install suitable trench filling	m ³		
2.3 Supply and install G5 backfill	m ³	1	
2.4 Supply and install bedding soil backfill	m ³	1	
2.5 Supply and install geofibre textile	per meter	1	
2.6 Remove excess soil and all rubble to dump	m ³	1	
2.7 Supply and fill sandbags	Each	1	
3. Re-instatement			
3.1 Re-instate sidewalk - tarmac including material	m ²	1	
3.2 Re-instate sidewalk - concrete slabs	m ²	1	
3.3 Re-instate sidewalk - gravel	m ²	1	
3.4 Re-instate minor roads including material	m ²	1	
3.5 Re-instate major roads including material	m ²	1	
3.6 Re-instate kerb - using existing kerbing material	per meter	1	
3.7 Re-instate kerb - new including material	per meter	1	
3.8 Supply and install 20MPa concrete	m ³	1	
3.9 Supply and install cable slabs	each	1	
3.10 Supply and install cable marker	Each	1	
4. Supply and install HDPE pipe	each	1	
5. Cable Laying – Labour Rate			
5.1 33kV 95mm ² PILC oil filled 3 core	per meter	1	
5.2 33kV 95mm ² to 630mm ² XLPE single core	per meter	1	
5.3 132kV 400mm ² Al XLPE single core	per meter	1	
5.4 132kV 1200mm ² Al XLPE single core	per meter	1	
6. Supply of Cable			
6.1 33kV 95mm ² Cu oil filled 3 core	per meter	1	
6.2 33kV 95mm ² Cu XLPE single core	per meter	1	
6.3 132 kV 400mm ² Al XLPE single core	per meter	1	

6.4 132kV 1200mm ² Al XLPE single core	per meter	1	
7. Jointing of Cables – Labour Rate			
A – 33kV 95mm² oil filled Cable			
7.1 Straight through	Each	1	
7.2 Stop Joint	Each	1	
7.3 Trifurcating open joint	Each	1	
7.4 Trifurcating stop joint from oil to single core	Each	1	
7.5 Transition from oil to single core XLPE	Each	1	
B – 132kV XLPE Cable			
7.6 400mm ² straight through single core	Each	1	
7.7 1200mm ² straight through single core	Each	1	
7.8 400mm ² Shield break joint	Each	1	
7.9 1200mm ² Shield break joint	Each	1	
8. Supply of Jointing Kit			
A – 33kV 95mm² oil filled Cable			
8.1 Straight through	Each	1	
8.2 Stop Joint	Each	1	
8.3 Trifurcating open joint	Each	1	
8.4 Trifurcating stop joint from oil to single core	Each	1	
8.5 Transition from oil to single core XLPE	Each	1	
B – 132kV XLPE Cable			
8.6 400mm ² straight through single core	Each	1	
8.7 1200mm ² straight through single core	Each	1	
8.8 400mm ² Shield break joint	Each	1	
8.9 1200mm ² Shield break joint	Each	1	
9. Termination of Cables – Labour Rate			
A – 33kV 95mm² oil filled Cable			
9.1 Outdoor sealing end	Each	1	
9.2 Outdoor oil immersed sealing end	Each	1	
9.3 Other (Please specify)	Each	1	
9.4 Other (Please specify)	Each	1	
B – 132kV XLPE Cable			
9.5 400mm ² Outdoor sealing end (porcelain)	Each	1	
9.6 1200mm ² Outdoor sealing end (porcelain)	Each	1	
9.7 400mm ² Outdoor sealing end (composite)	Each	1	
9.8 1200mm ² Outdoor sealing end (composite)	Each	1	
9.9 400mm ² plug in all in one (long)	Each	1	

9.10 1200mm ² plug in all in one (long)	Each	1	
9.11 400mm ² dry type plug in (short)	Each	1	
9.12 1200mm ² dry type plug in (short)	Each	1	
10. Supply of Outdoor Termination Kits			
A – 33kV 95mm² oil filled Cable			
10.1 Outdoor sealing end	Each	1	
10.2 Outdoor oil immersed sealing end	Each	1	
10.3 Other (Please specify)	Each	1	
10.4 Other (Please specify)	Each	1	
B – 132kV XLPE Cable			
10.5 400mm ² Outdoor sealing end (porcelain)	Each	1	
10.6 1200mm ² Outdoor sealing end (porcelain)	Each	1	
10.7 400mm ² Outdoor sealing end (composite)	Each	1	
10.8 1200mm ² Outdoor sealing end (composite)	Each	1	
10.9 400mm ² plug in all in one (long)	Each	1	
10.10 1200mm ² plug in all in one (long)	Each	1	
10.11 400mm ² dry type plug in (short)	Each	1	
10.12 1200mm ² dry type plug in (short)	Each	1	
11. 33kV 3-phase oil cable serving repair kit			
11.1 Supply	Each	1	
11.2 Install	Each	1	
12. 33kV Link box and bonding leads			
12.1 Supply	Each	1	
12.2 Install	Each	1	
13. 33kV Oil Cable sealing end caps			
13.1 Supply	Each	1	
13.2 Install	Each	1	
14. Cable repair sleeves			
14.1 Supply	Each	1	
14.2 Install	Each	1	
15. 33kV Oil-filled cable maintenance			
15.1 Joint inspection - remove outer box, compound and inspection covers on steel box, replace and fill with compound. Including compound	Each	1	

15.2 Location of oil leaks	Per Day	1	
15.3 Oil system pump-up incl. Oil plant with double-stage degasifier, excl. Oil	Per hour	1	
15.4 Oil leak repair incl. Material and freezing			
15.4.1 Supply	Each	1	
15.4.2 Install	Each	1	
16 Cable compound 20L tin and Cable Oil			
16.1 Supply Compound	Each	1	
16.2 Install Compound	Each	1	
16.3 Supply Cable Oil (per drum)	Per Drum		
16.4 Install Cable Oil (per drum)	Per Drum		
17 Mobile Perfluoromethylcyclohexane Trace (PFT) detection system			
17.1 Supply PFT concentrate	Per litre	1	
17.2 On-line tagging	Per km	1	
17.3 Off-line tagging	Per km	1	
17.4 Locate and pin point oil leaks using mobile PFT detection equipment	Per leak	1	
18. Miscellaneous for 33KV oil filled Cable			
18.1 Cut and cap single core cable	Each	1	
18.1.1 Supply	Each	1	
18.1.2 Install	Each	1	
18.2 Cut and cap 3-core cable	Each	1	
18.2.1 Supply	Each	1	
18.2.2 Install	Each	1	
19. Plant Hire			
19.1 Tractor loader backhoe (TLB) bucket 4 Ton	Per hour	1	
19.2 Pedestrian Roller (Specify type) Walk behind	Per hour	1	
19.3 Vibratory road roller (Specify type) 2.5 Ton sit on	Per hour	1	
19.4 Compressor	Per hour	1	
19.5 Water pump	Per hour	1	
19.6 Generator and lighting set	Per hour	1	
19.7 Call out	Each	1	
20. Labour Rates for works not covered in BOQ			

20.1 Responsible person	Per hour	1	
20.2 Site foreman	Per hour	1	
20.3 Joiner	Per hour	1	
20.4 Specialist Joiner	Per hour	1	
20.5 Qualified Artisan	Per hour	1	
20.6 General Assistant	Per hour	1	
TOTAL			

SIGNED ON BEHALF OF THE TENDERER:

Name of Signatory:

Signature

Capacity of Signatory: Date

19. BUY – OUTS OF MATERIAL AND CABLE

All Material and supplies which are not available at the Msunduzi Municipalities General Stores must be supplied by the tenderer by means of a direct buy-out from a service provider or supplied by the Contractor.

An invoice from the service provider must be submitted by attaching the invoice to the contractors quotation.

The Msunduzi Municipality will compensate the tenderer by means of a 10% handling fee added to the invoice to be reflected on the Tenderers quotation.

Up to three quotations may be required from different service providers of the material and supplies at the discretion of the Msunduzi Municipality.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No.E50 OF 2022

**REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES**

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	E50 of 2022	CLOSING DATE:	30 August 2022	CLOSING TIME:	12H00
DESCRIPTION	REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE UNDERGROUND CABLES				
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:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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 PERSON	Poovan Naidoo
CONTACT PERSON	Phiwe Mthlane	TELEPHONE NUMBER	033-3925069/ 07648184918
TELEPHONE NUMBER	033 – 392 2486	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	Phiwe.mthlane@msunduzi.gov.za	Poovan.naidoo@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="width: 30%; 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.E50 OF 2022

**REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES**

DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

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

.....

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

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:-

(1) Full Name:

Signature:Date.....

(2) Full Name:

Signature:Date.....

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

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No.E50 OF 2022

**REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES**

DATA SHEET 3: 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 and Duration

Signature Date

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No.E50 OF 2022

**REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES**

DATA SHEET 5: DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of _____
is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the
Municipality to pay the said Fees:

Description

Account No.

Electricity _____

Water _____

Rates _____

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.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

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

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No.E50 OF 2022

**REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES**

DATA SHEET 6: 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.E50 OF 2022

**REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES**

**DATA SHEET 7: 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	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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.E50 OF 2022

**REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES**

DATA SHEET 8: 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

SUPPLIES AND SERVICES CONTRACT No.E50 OF 2022
REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES

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

***YES / NO**

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

.....

.....

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

***YES / NO**

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

- 2.2 If yes, provide particulars.

.....

.....

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

***YES / NO**

3.1 If yes, furnish particulars

.....

.....

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

***YES / NO**

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No.E50 OF 2022

**REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES**

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 Pricing Schedule, I/we agree to their being corrected, the Rates / Unit Prices 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 timeframes 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 affiliated to _____
(Enter Nil if no affiliations)

My/Our VAT vendor registration number is _____

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

Tender Deposit Receipt No. _____
(Include a copy of the Tender Deposit Receipt **only** if purchased at the Municipality)

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 commencing from the closing date of the tender 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 reserves the right to accept the whole or any part of a tender received.

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**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**SUPPLIES AND SERVICES CONTRACT No.E50 OF 2022****REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES****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.E50 OF 2022****REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.

1.3 Points for this bid shall be awarded for:

Price; and B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, 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 purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity 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) **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“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;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“Proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“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;
- (j) **“Rand Value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

4. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. **BID DECLARATION**

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

- 6.1 B-BBEE Status Level of Contributor: =
(Maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor)

7. **SUB-CONTRACTING**

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted?%
- ii) The name of the sub-contractor.....

- iii) The B-BBEE status level of the sub-contractor.....

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

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Co-operative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

8.1 Name of company/firm:.....
.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

8.8 Total number of years the company/firm has been in business:

8.9 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 the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has 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.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....

.....

WITNESSES:

1.

2.

THE MSUNDUZI MUNICIPALITYSUPPLIES AND SERVICES CONTRACT No.E50 OF 2022REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLESTAX CLEARANCE CERTIFICATE

Please attach hereto a 'Copy' of a
Valid Tax Clearance Certificate
(And Tax Compliance Status Verification Pin issued by
SARS) as required in terms of Regulation 16 of the
Preferential Procurement Regulations, 2001.

THE MSUNDUZI MUNICIPALITYSUPPLIES AND SERVICES CONTRACT No.E50 OF 2022REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLESB-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

Please attach hereto a 'certified' copy of the B-BBEE Status Level Verification Certificate as required in terms of Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name and Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, ***by ticking the applicable box.***

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths Signature and Stamp

THE MSUNDUZI MUNICIPALITYSUPPLIES AND SERVICES CONTRACT No. E17 OF 2021SUPPLY, DELIVERY, INSTALLATION AND REPAIRS TO THE ELECTRICITY DEPARTMENTRADIO COMMUNICATION INFRASTRUCTURECIPC REGISTRATION CERTIFICATE

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

THE MSUNDUZI MUNICIPALITYSUPPLIES AND SERVICES CONTRACT No.E50 OF 2022REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLESCENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

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

THE MSUNDUZI MUNICIPALITY**SUPPLIES AND SERVICES CONTRACT No.E50 OF 2022****REPAIRS AND MAINTENANCE OF HIGH VOLTAGE 33KV OIL FILLED AND 132KV XLPE
UNDERGROUND CABLES****SUBMISSION OF TENDER**

**A completed Tender document together with a scanned copy
either on a Compact Disc (CD)**

OR

USB-Flash Drive ‘must’ be submitted in its entirety.

PLEASE ATTACH HERETO

‘SEALED ENVELOPE’

COMPACT DISC OR USB – FLASH DRIVE

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.**