

THE MSUNDUZI MUNICIPALITY



**SENIOR MANAGER: 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. E38 OF 2024

REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS

Tenderer's Name:	
Postal Address:	
Contact Person:	
Telephone No:	
Cellular No:	
E-Mail Address:	
CSD Supplier No:	CIDB CRS NUMBER:

Tenders contained in sealed envelopes and marked with “**SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024**” and the **Contract Description** must be placed in the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, not later than **12h00 on Wednesday, 22 January 2025**, 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

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

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13.	<u>TENDERERS PLEASE NOTE:</u>	
13.1	Tenderers are advised to check the number of pages, and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors, they shall inform the Senior Manager: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer’s failure to observe this requirement.	
13.2	The Tender Notice was advertised in The Witness newspaper on Wednesday, 04 December 2024.	

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024
REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS

TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Service Providers with the completion of the tender document. Service Providers 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 Service Provider should the Service Provider fail to fulfil the requirements of the Tender.

No.	Description	<u>Service Provider to Tick (√)</u>	<u>For Official Use Only</u>	
1	Has the Tender Document been completed in handwriting and all corrections counter-signed? (No correction fluid used)		D	
2	Has all tendered rates been priced in handwritten 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 "Tender Briefing/Site Inspection" meeting been attended and has the "Tender Briefing/Site Inspection" certificate been completed and signed at the meeting?	Non-Compulsory		
6	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		D	
7	Has the "Tender Form" been completed and signed?		D	
8	Is a valid copy of the Tax Clearance Certificate and a Tax Clearance Status Verification Pin attached to the Tender Document?		D	
9	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?		D	

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

Name of Service Provider : _____

Signature : _____

Date : _____

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

TENDER NOTICE

Tenders are hereby invited from suitably qualified and experienced Contractors for the replacement of lamps and luminaires and the construction, repairs and maintenance of outdoor lighting installations for a period of thirty-six (36) months.

Only Contractors registered with the Construction Industry Development Board (CIDB) with a grading of 2EP or higher will be eligible to submit tenders.

Tender documents will be made available to tenderers from **12h00 on Wednesday, 04 December 2024.**

Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on **www.etenders.gov.za**.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R1,264.62 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries, please contact Melusi Lunga (Electricity Supply Services) on direct Telephone No. 033 – 392 5057 or Cellular No. 079 316 2813 or e-mail address **melusi.lunga@msunduzi.gov.za**.

For any procurement related enquiries, please contact Vinay Mohanlal (Supply Chain Management Unit) on direct Telephone No. 033 – 392 2852 or e-mail address **vinay.mohanlal@msunduzi.gov.za**.

A non-compulsory **Tender Briefing Meeting** will be held on **Wednesday, 11 December 2024**, at the **Electricity Department Boardroom, 1st Floor, Administration Office Block, 111 Havelock Road, Pietermaritzburg**, commencing promptly at **10h00**.

Tenders must be submitted both in hard copy and on a CD/USB Flash Drive contained in sealed envelopes and marked with **“Supplies and Services Contract No. E38 of 2024”** and the **Contract Description** and must be placed in the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297;30.3610014), not later than **12h00 on Wednesday, 22 January 2025**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

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

Tender Adjudication/Evaluation Criteria: Tenderers meeting the Mandatory Requirements of the tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 90/10 Point System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, including Chapter 4 of the Public Procurement Act, Act No. 28 of 2024.

The Functionality for Stage One shall be evaluated on the following criteria:

No.	Evaluation Criteria	Maximum Points
1.	Previous experience of the tenderer.	30 Points
2.	Number of personnel.	15 Points
3.	ESKOM authorisation.	10 Points
4.	Vehicles.	10 Points
Total Functionality Points		65 Points
Minimum Threshold for 2EP only tenderers (61%)		40 Points
Minimum Threshold for 3EP or higher tenderers (70%)		46 Points

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

No.	Specific Goal	Description	Points
1.	Black Owned Enterprise	Business Enterprise with at least 51% South African Black ownership and/or more than 51% management control by South African Black people.	4
2.	Business Enterprise Owned by Women	Business Enterprise with at least 51% owned and controlled by one or more Women.	3
3.	Location of Business Enterprise	Structure or establishment used in conducting a business within the Msunduzi Municipality's jurisdiction.	3
Total Preference Points (Specific Goals)			10

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.

MRS N. M. NGCOBO (ACTING MUNICIPAL MANAGER)

THE MSUNDUZI MUNICIPALITY
STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

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

2. COMPULSORY SITE INSPECTION / TENDER BRIEFING MEETING

NB: This clause does not apply to this tender, as the Tender Briefing is non-compulsory.

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

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

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

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

3. SUBMISSION OF TENDERS

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

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

Service Providers using Courier Companies or any other mode of transport to deliver

their tender documents must ensure that the tender documents are delivered to the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201, before the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate Contract Number and Contract Title must reach the Msunduzi Municipality's Central Stores, 2 Abattoir Road, Pietermaritzburg, 3201, not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders. Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a Service Provider may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Senior Manager: Supply Chain Management.

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

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

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

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

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

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

5. IMPORT PERMITS

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

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

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

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

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

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

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

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

CSD Supplier Number	
Unique Registration Reference Number	

7. **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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

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

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Service Provider to submit a further valid Tax Clearance Certificate. In this instance, the Service Provider shall be given seven (7) working days written notice in which to comply. Should the

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

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

CSD Supplier Number	
Unique Registration Reference Number	

8. RATES

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

9. INCOMPLETE TENDERING

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

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

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

10. ACCEPTANCE OF ANY TENDER

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

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

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

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

- 10.3.2 In this instance, the Service Provider/s shall be required to satisfy the requirements of the Provisional Letter of Acceptance within fourteen (14) days from date of issue of the Provisional Letter of Acceptance.
- 10.3.3 Should the Service Provider/s, fails to comply with the requirements of such provisional acceptance within the period specified in same or any variation thereto, and the Council elects not to confirm the provisional acceptance of the tender on that ground, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Providers.
- 10.3.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the Senior Manager: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.
- 10.3.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
- 10.3.6 Once the SLA has been concluded, the Tender, Provisional Letter of Acceptance, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
- 10.3.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.
- 10.4 Where no Insurances, Sureties or any other provisional criteria are required, a Final Letter of Acceptance stipulating which rate/s has been accepted will be sent by the Senior: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.
- 10.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
- 10.6 Once the SLA has been concluded, the Tender, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
- 10.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

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

11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be

required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street, Pietermaritzburg as its *domicilium citandi et executandi*.

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

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

12. DATA SHEETS

Service Providers must complete the following Data Sheets: **Declarations of Interest, Authority to Sign Document, Pricing Schedule, Declaration of Bidders Past Supply Chain Management Practices, Certificate of Independent Bid Determination** and the **Tender Form** and any other applicable Data Sheets attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable). ***Failure to comply with these provisions will render the offer unresponsive (invalid).***

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

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

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

14. MUNICIPAL FEES

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

15. APPEALS AND/OR OBJECTIONS

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

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

The fee is to be paid in cash or electronic fund transfer on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager / Senior Manager: Supply Chain

Management. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to, and the Municipality shall not be held liable for any loss or damages sustained by the Service Provider due to the Service Provider's failure to adhere to the above condition.

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

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

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

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

17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

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

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

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

18. ADJUDICATION CRITERIA

The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Point System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential

Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, including Chapter 4 of the Public Procurement Act, Act No. 28 of 2024.

19. COMBATIVE TENDERING

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

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

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

20. ALTERATIONS BY TENDERER

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

21. OCCUPATIONAL HEALTH AND SAFETY ACT

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

THE MSUNDUZI MUNICIPALITY
STANDARD CONDITIONS OF CONTRACT

1. DEFINITIONS

The following definitions shall apply:

"Council" means the Msunduzi Municipality.

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

"Senior Manager: Supply Chain Management" means the Senior Manager: Supply Chain Management of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

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

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

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

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

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

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

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

"SARS" means the South African Revenue Services.

2. QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS

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

3. SAMPLES FOR QUALITY CONTROL

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

4. REMOVAL OF IMPROPER MATERIALS

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

5. QUANTITY

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

6. DELIVERY

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

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

7. PENALTY FOR LATE DELIVERY

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

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

8. TERMINATION OF THE CONTRACT

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

9. **TERMS OF PAYMENT**

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

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

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

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

10. **PRICE ADJUSTMENT/ESCALATION**

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

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

Where:

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

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

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

- (b) Notwithstanding the provisions of paragraph (a), the Council shall not be liable for adjustment unless the Contractor specifies a price index (or indices) in respect of the materials to be supplied.
- (c) For the purpose of calculating the amount of adjustment in terms of any formula, the base index shall be the index for **December 2024** regardless of the actual due tender date.
- (d) The index for the previous month shall apply up to and including the 15th day of a month, thereafter the current month's index shall apply.
- (e) The applicable index (indexes) is:

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

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

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

11. GOVERNMENT CONTROLLED PRICES

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

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

12. FORWARD COVER

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

13. INSURANCE AND RAILAGE RATES ETC

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

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

14. ASSIGNMENT AND SUBLETTING

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

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

15. SECRECY OF INFORMATION

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

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

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

- 2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause

10 (2) of the GAR.

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

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

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

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

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

all in terms of Clause 15c of the GAR

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

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 Service Provider 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 Service Provider 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 discovers 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. E38 OF 2024 **REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND** **MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

SPECIFICATION

1.0 SCOPE OF CONTRACT

The scope of contract calls for the appointment of a panel of minimum one (1) to a maximum of twenty (20) suitably qualified and experienced Service Providers with a minimum CIDB Contractor Grading of 2EP or higher for the replacement of lamps and luminaires, and construction, repairs and maintenance of outdoor lighting installations (street lighting) within the Msunduzi Electricity Supply Services area of supply and Msunduzi area of jurisdiction.

2.0 PROJECT CHAMPION

For any enquiries, please contact the Project Champion, as follows:

Melusi Lunga
Technician: Street Lighting
Telephone No: 033 – 392 5057
Cellular No: 079 316 2813
E-mail Address: melusi.lunga@msunduzi.gov.za

3.0 SCOPE OF WORK

The scope of work to be done consists of providing preventative, routine and emergency street light repairs and maintenance to street lighting circuit and luminaires including the collection, delivery to site and installation of electrical equipment associated with such work within the Msunduzi Electricity Supply Services area of supply and the Msunduzi Municipality area of jurisdiction including the Eskom area of supply.

The area of operation for the purposes of this contract, with respect to faulty streetlight failures will primarily be within the Msunduzi Electricity Supply Services area of supply and the Msunduzi Municipality area of jurisdiction. Included will be the outlying areas where some street lighting is installed and there is no hardened road access. Tenderers should therefore familiarize themselves with such areas and must allow for such diversity of working. Bulk lamp replacements will be undertaken throughout the entire Msunduzi Electricity Supply Services area of supply and the Msunduzi Municipality area of jurisdiction including the Eskom area of supply.

4.0 DETAILED TECHNICAL SPECIFICATION

4.1 GENERAL

Tenderers shall accept the rates that are quoted on the Priced Schedule of Rates and indicate such acceptance of rates on the Tender Form.

Only Contractors registered with the Construction Industry Development Board (CIDB) with a minimum grading of 2EP or higher, will be considered for adjudication. A copy of the Company's CIDB Registration Certificate must be attached to ANNEXURE "H" of this tender document.

4.2 ROUTINE / REACTIVE MAINTENANCE

- 4.2.1 In general, routine / reactive maintenance consists of making repairs, removing and replacing defective parts or components including luminaries, controllers, lamps, lenses, photocells or equivalent, ballasts, ignitors, and any other part or component relating to streetlights in a manner to keep the streetlights in full operation.
- 4.2.1 Routine maintenance involving replacement of street lighting poles, underground cables, overhead cables and lines will be only performed if given authority and at the discretion of the Deputy Municipal Manager ESS or his duly appointed representative.
- 4.2.2 Luminaries which are found not to operate shall first be tested for lamp, photocell or faulted internal components which must be replaced or repaired in order to make the luminaire operational.
- 4.2.3 Only luminaries that are found to damage beyond repair, or reached the end of their life span must be replaced with an equivalent unit. Replacements of existing luminaires may require the luminaire bracket / arm to be replaced or modified. The price to replace luminaire must include be the installation of a photocell or equivalent, fuse, lamp, bracket / arm and the replacement of the lead-in wiring, if this is necessary the damaged luminaires must be returned for inspection by the Deputy Municipal Manager ESS or his duly appointed representative.
- 4.2.4 Luminaire bowls or glasses with excessive discoloration shall be replaced with an equivalent unit. The discoloured bowls and glasses must be returned for inspection by the Deputy Municipal Manager ESS or his duly appointed representative. Cracked or broken bowls or glasses must be replaced.
- 4.2.5 Removing and replacing damaged or missing street light pole numbers in accordance. Msunduzi Electricity's Code of Practice, copies of which can be made available to the awarded Contractor/s.
- 4.2.6 Should a street lighting circuit not be functional due to a tripped circuit breaker / miniature circuit breaker within any controller, the Contractor shall reset the circuit breaker if no damage or unsafe condition is visible within the controller. Any obvious or visible faults within the controller must be repaired.
- 4.2.7 Immediately after performing a simple circuit breaker reset, the Contractor must conduct a load test on that circuit breaker and affix a label to the circuit breaker stating the date and time it was reset and the measured load reading at that time.

4.3 PLANNED MAINTENANCE

- 4.3.1 In general, planned maintenance will consist of removing and replacing in bulk, deteriorated wooden, steel and fibre glass poles, bulk lamp replacements and bulk luminaire replacements with new LED luminaires or equivalent.
- 4.3.2 Replacements of existing luminaires may require the luminaire bracket / arm to be replaced or modified. The price to replace luminaire must include the installation of a photocell or equivalent, fuse, lamp, bracket / arm and the replacement of the lead-in wiring. If this is necessary the damaged luminaires must be returned for inspection by the Deputy Municipal Manager ESS or his duly appointed representative.

- 4.3.3 Road nameplates and any other road signage on poles must be transferred from the deteriorated pole to the new pole where necessary. These shall be installed immediately below the street light arm.

4.4 REQUIREMENT FOR THE REPAIRS OF LAMPS AND LUMINAIRES

- 4.4.1** The following is a list of operations Contractors will be expected to perform with respect to bulk / faulted lamp replacements depending on type of fault / repair:

- (a) Change lamp, clean reflector and bowl.
- (b) Change Photo Electrical Control Unit (PECU) or fuse or luminaire or a combination of any of these operations.
- (c) Combinations of the above.
- (d) Installation of a pole number.
- (e) Replace luminaire and lamp.
- (f) Cable and wiring fault repairs.

4.4.2 Bulk Lamp Replacement and Faulted lamp replacement

- (a) Each Contractor will be required to operate within a given area and shall replace all street light lamps within that area with equivalent approved lamps.
- (b) Every new lamp installed shall be indelibly inscribed on the lamp cap with the date on which the lamp was replaced. The method of inscription shall meet with the approval of the Deputy Municipal Manager ESS or his duly appointed representative.
- (c) All internal surfaces, reflectors and both sides of the luminaire bowl shall be thoroughly cleaned.
- (d) Lamp caps shall be lightly smeared with "Elvolute" before insertion into the lamp holder to prevent lamp cap freezing. This will not apply to holders of the "Plastic" variety. Elvolute is available through Msunduzi Electricity's Main Store.
- (e) The Contractor shall report to the Deputy Municipal Manager ESS or his duly appointed representative any fault with a luminaire which he/she (the Contractor) cannot rectify in terms of his/her original instruction. Fuse-links or fuse elements protecting the luminaire, photocells or equivalent, if found blown, shall be replaced with approved units
- (f) The Deputy Municipal Manager ESS or his duly appointed representative, shall within 4 weeks of the bulk lamp replacement having taken place, undertake a patrol of the area at night and any lamp found not to be burning that was replaced shall be rectified by the Contractor at no cost to the Council unless the fault is proved to be a failure of materials supplied.
- (g) Another patrol will be done of the same area a week after the original patrol and if any of the lamps replaced are found to be out of order, a penalty of the cost of those lamps replaced (lamps + labour cost) will be imposed on the Contractor. No penalty will be made for faulty lamps.
- (h) The Contractor will be required to complete a statistical data sheet of work completed for a particular date which shall also act as a record for payment purposes.
- (i) All faulted lamps, components and luminaires that have been removed from site must be returned to Msunduzi Electricity Supply Services on the same day for record purposes.

Notes:

- (i) All replaced material faulty Photo Electrical Control Unit (PECUs), blown fuse-links, damaged or discoloured and faulty luminaires shall be returned to Msunduzi Electricity for statistical purposes or repair.
- (ii) Included in these prices shall be the installation of a photocell or equivalent, fuse and lamp and the replacement of the lead-in wiring, if this is necessary.
- (iii) Luminaires that are removed may vary in size and mass as will the arm.

4.5 METHOD OF OPERATION

- (a) An instruction to rectify will be issued to the Contractor by the Deputy Municipal Manager ESS or his duly appointed representative whereupon the associated street light fault must be attended to by the Contractor without delay and within the specified time limits as per **Paragraph 10: Penalties**.
- (b) Street light outages which may have resulted from faulty luminaires, PECUs or fuses will generally be reported by the public in which case the reported fault shall be attended to within 48 hours of notification. Tenderers shall note that an increase in rates for replacements during weekends, Sundays and for Public Holidays shall be equal to that legislated in terms of current statutory labour legislation.
- (c) In the event of a fault (section fault) resulting in more than one luminaire being inoperative, payment can only be made for attending to one luminaire and the controlling photocell relay box for that section of streetlights as per **(Schedule C)**.

4.6 HOURS OF SERVICE

- (a) The normal hours of service for this contract shall be 07h30 to 16h00, Mondays to Fridays.
- (b) The Contractor may be required to perform work after these hours and depending on workload as overtime on a Saturday and/or Sunday/Public holiday.
- (c) When authority for work to be performed outside normal hours of work has been granted, the Contractor will be compensated 1.5 times the labour rate on weekdays (Monday to Saturday) and 2 times the labour rate on Sundays and Public Holidays for the number of hours worked
- (d) No work is to be performed as overtime without the express permission of the Deputy Municipal Manager ESS or his duly authorized representative.

4.7 ISSUING OF WORK

- (a) Each Contractor is required to give the Deputy Municipal Manager ESS a written letter from the director/s appointing a maximum of two personnel from the company who work will be issued to and then the company can distribute amongst its employees or sub-contractors. Under no circumstances can any work be issued to any individual other than authorised by the company directors.
- (b) The Msunduzi Electricity Supply Services official issuing work to a Contractor must give a Work Approval Form to a Contractor for completion. This form will assist in tracking who issued work, and no purchase requisition will be generated without this fully

completed form by both parties. Failure to comply with these requirements will result in non-payment and the municipality won't be liable for the costs incurred.

4.8 PAYMENTS

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

Notes:

- (i) For normal hours work: Without these three minimum requirements, a purchase order or an invoice will not be processed.**
- (ii) For overtime work: Fully completed overtime pre-approval request form, overtime claim form and the above three minimum requirements.**
- (iii) A Monthly Report must be submitted to the Electricity's Head of Department for work done during that month, progress on continuing works/projects, financial tracking tool and any other challenges.**

4.9 PROJECTS

The following are requirements for the implementation of the project:

- (a) Site Handover Certificate and Work Approval Form (to be issued by the Msunduzi Electricity).**
- (b) Progress Meetings (frequency to be discussed per project).**
- (c) Progress Reports (frequency to be discussed per project).**
- (d) Project Handover.**
- (e) Project Close-Out Report.**

4.10 SITE HANDOVER

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

- (d) Wayleaves are to be obtained by the Project Planner well in advance, a Contractor cannot start the project without proper wayleaves showing all the services that are in the vicinity of the project site.

- (e) **A Health and Safety Plan**

It means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified. Risk Assessment means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. It must be done for each work that is being performed. The copy of the Msunduzi Electricity's Pre-Task Risk Assessment form will be issued to successful Service Providers.

Whenever a construction project is being initiated by the Electricity Department, the project champion must contact Occupational Health and Safety Business Unit so that a baseline risk assessment and health and safety specifications for the relevant project. This will then be issued to the Contractor so that it can prepare the health and safety plan for that particular project.

The Contractor must inform the Department of Labour of the contract project. The Health and Safety plan must then be submitted to the Health and Safety business unit for approval, monitoring and auditing.

The site establishment if needed must be established with toilet facilities.

4.11 PROGRESS MEETINGS

The frequency of these meetings will be agreed upon by Msunduzi Project Champion and the Contractor's responsible person. The progress meeting shall discuss but not be limited to; work progress, challenges and proposed solutions, cash flows, health and safety and any other matters that may be agreed upon.

4.12 PROGRESS REPORT

The frequency of these meetings will be agreed upon by Msunduzi Project Champion and the Contractor's responsible person. The progress report shall discuss but not be limited to; work progress supported by photographs, programme, challenges and proposed solutions, cash flows and expenditure, health and safety, variations, site instructions, quality, conclusion and any other matters that may be agreed upon. The template of the progress report will be issued to the successful Service Providers..

4.13 PROJECT HANDOVER PHASE

4.13.1 General

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

4.13.2 Risk Management

At the end of the project it would be ideal to conclude that the risks were attended to,

were well mitigated or were completely eliminated. Where deviations resulted in incidents, the relevant statutory requirements were adhered to, especially in respect of the recording and investigation of incidents in accordance with the OHS Act.

4.13.3 Site and Route Reinstatement and Clearing

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

4.13.4 Testing of Circuit and Equipment

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

4.13.5 Project Review and Evaluation and Close-Out Report

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

4.13.6 Archive of Documents

The Msunduzi Municipality, by virtue of the contract, is entitled to receive a Project File with the contract record documents. The Contractor is advised to retain duplicate copies in his/her own archive. These documents shall include the review and evaluation findings, the project close-out report, drawings, route maps, critical references, tests performed on installed equipment and cables/conductors, joints etc. (whether done by Msunduzi's internal staff or through some of its Contractors), the handover certificate (signed by the Project Champion, Clerk of Works, the Manager for the relevant section and the Chief Engineer from Operations and Maintenance and the Senior Manager of Electricity Department. The records of any accidents/incidents during the construction process and records of any environmental, health or safety contraventions must also be included. The records of completed construction projects are critical from the legal compliance, good business practice and future reference perspectives.

4.14 REPAIRS TO STREET LIGHT SUPPLY NETWORK

- (a) Where it is found that there has been a failure to the street light supply, the Contractor will be required to fault find and report his/her findings to the DMM-ESS or his duly appointed representative, and after receiving instruction to repair, shall undertake the work according to rates under **Schedule C**.
- (b) A standard rate shall be quoted for the location of various types of cable faults and other types of reticulation faults and for the repair thereof as per **Schedule C**.
- (c) Where cable has to be laid, poles replaced or overhead wires repaired, prices shall be quoted as per the rates required in **Schedule C**.

4.15 EXCAVATION AND TRENCHING

- (a) The Contractor shall, before excavations commence, familiarize him/herself with the route and conditions on site. The Contractor shall be responsible for obtaining information regarding the positions of electric mains, fibre optic cable, water mains, storm water and sewer mains, along the routes to be excavated and he/she shall be held responsible for the damage to these existing mains and services.
- (b) The work shall be under the general supervision of a responsible person as required in terms of the provisions of General Safety Regulation 11 of the Occupational Health and Safety Act (Act 85 of 1993).
- (c) All trenches and excavations shall be protected with barriers and lamped at night where necessary and conform to the abovementioned Occupational Health and Safety Act.
- (d) On setting up site and before commencement of construction, work the Contractor shall be required to show for inspection that he/she has all necessary equipment to carry out the work detailed and the equipment is to the satisfaction of the DMM-ESS or his/her duly appointed representative. The equipment shall include:
 - (i) Timbering,
 - (ii) Danger lamps (if necessary),
 - (iii) Barricades,
 - (iv) Mechanical rammers,
 - (v) Beaded shovels,
 - (vi) Cable rollers, skid plates, jacks, etc, and
 - (vii) Cable drums jacks.
- (e) Where the relevant survey pegs of the route are not apparent, the exact location of the trench shall be approved on site.
- (f) Power driven mechanical excavators may be used for excavation operations provided they are not used in close proximity to other underground services, or any other plant installations or buildings liable to be damaged by the use of such excavators.
- (g) Their use along sections of the route must in each case be approved by the DMM-ESS or his duly appointed representative.
- (h) For pole and stay holes, each hole shall be excavated to an approved formation in accordance with the appropriate Code of Practice, and the minimum depth to which the pole should be buried should not be less than 1,2m for a 6m pole, 1,5m for a 9m pole and 1,m for 10 m and 1 m poles (Code of Practice, 9.5.1 refers), or otherwise advised by

the DMM-ESS. Sides shall be timbered where necessary, so as to avoid subsidence or damage to and other timbered where necessary, so as to avoid subsidence or damage to and other installation or building.

In excavations where the contractor wishes to use pneumatic or other drilling machines, such machines shall be of an approved type and the contractor will be required to take such further precautions to safeguard the health of the employees and officials.

The contractor shall be responsible for compliance with any Statutory Regulations relating to the employment of staff engaged on rock drilling or other work of a similar nature and also for any fees to be paid in this connection.

Trial holes are to be excavated by the contractor as and when requested or where reasonable doubt exists regarding the proximity of other service mains.

Trenches shall be kept as straight as possible and shall be excavated to an approved formation and in accordance with the dimensions specified in the Msunduzi Electricity's Underground Code of Practice, unless otherwise approved by the DMM-ESS.

The bottom of each trench shall be firm and of smooth contour. A pathway shall be kept clear along both sides of the trench. Hardened road surfaces shall be machine cut without disturbing the bond between the adjacent road surface and soil. Where applicable, any associated curbing and channelling shall also be cut if it is not practicable to burrow under the obstruction.

The excavation shall be so executed that all railway, walls, roads, sewers, drains, pipes, cables, structures and such like, shall be secure against risk of their subsidence or injury to personnel and shall be carried out to the satisfaction of the Authorities concerned.

Where trenches pass from one section to another, and where a change of level is necessary, the bottom of the trench shall rise or fall gradually to the approval of the Manager: Street Lighting.

If, during the course of excavating, obstructions are countered which necessitate alterations to the trench/hole, or the adoption of a special form of trench/hole, such excavation must receive the prior approval of the DMM-ESS or his duly appointed representative.

The material excavated from each trench/hole shall be placed adjacent to the trench/hole but leaving a walk way on both sides, in such a manner as to prevent nuisance or damage to adjacent hedges, trees, ditches, drains, gateways and other property and shall be stacked so as to avoid undue interference with traffic.

Where, owing to certain conditions, this is not possible, the excavated materials shall, with the approval of the DMM-ESS be removed from the site and returned for re-filling the trench/hole on completion of cable laying or pole planting. All surplus material from whatever source shall be disposed of by and at the cost of the Contractor.

In order to facilitate the re-use of excavated material for road foundations and surfacing, the excavated materials shall be separated into hard road material, soil and other material.

Unless otherwise agreed, provision shall be made during excavation and until interim restoration has been completed, for reasonable access of persons and vehicles to property or places adjacent to any excavations.

When the excavations of trenches/holes have been accurately executed, notice shall be given by the contractor to the DMM-ESS or his duly appointed representative to enable an inspection

and measuring up of the trench/hole to be carried out without undue delay. Cable laying or pole and stay erection shall not commence until the DMM-ESS or his duly appointed representative has approved the trench and hole.

Tree roots shall not be cut where this could be detrimental to the tree.

Where trenches cross lowed areas, the grass shall be removed in squares, kept well-watered and carefully replaced. The bidder price shall include the cost of such rehabilitation work.

4.16 CABLE LAYING

General

- (vi) Bidders must satisfy the DMM-ESS that they are competent to lay cables specified, and must have had previous experience of cable laying.
- (vii) The contractor shall commence cable-laying operations by arrangement with the DMM-ESS or his duly appointed representative as soon as possible after the arrival of the cable on site.
- (viii) The contractor shall take all reasonable steps to ascertain where the cables are liable to be subjected to chemical or other damage or to electrolytic action and shall submit his recommendations to the DMM-ESS for approval of any precautionary measures to be taken in such instances.
- (ix) Unless otherwise approved, the minimum clearance between the power cable to be laid and existing power cables along the routes shall be in accordance with Msunduzi Electricity's Underground Cables Code of Practice.
- (x) All cable drums shall be returned by the contractor to the Materials Management Department's Main Electricity store, situated in 111 Havelock Road.
- (xi) The Contractor shall not excavate continuous cable trenches in excess of 300 m without the prior approval of the DMM-ESS.

Cable Laid Direct In the Ground

- a) Before any cables are laid, trenches shall be inspected thoroughly to ensure that they are free from all objects likely to damage the cable either during or after cable laying operations.
- b) The method of laying cables shall be approved and in accordance with Msunduzi Electricity's Underground Cables Code of Practice.
- c) The contractor shall lay the cables direct in the ground except where ducts, tunnels or pipes are provided, and unless instructed to the contrary by the DMM-ESS.
- d) The depth at which cables are laid in the ground shall be as stated in Msunduzi Electricity's Underground Cables Code of Practice. Any variations from the specified depth must receive the prior approval of the DMM-ESS.

e) Rollers shall be used during the laying of cables, and they must have no sharp projecting parts which may damage the cables. They shall be carefully placed in the trench in such a manner as to not readily capsize during cable laying operations.

The contractor shall ensure that the cables are laid with the correct phase rotation.

Cables Laid In Pipes

a) Where cables are to be laid under or along a railway line, the Contractor shall ensure that this work is carried out in accordance with section 11.5 of Msunduzi Electricity's Underground Cables Code of Practice.

b) Where required by the DMM-ESS cables to be laid under roads or railways shall be laid in cable pipes, ducts or tunnels.

c) The contractor shall ensure that all cable pipes are sound and free from "rag" before drawing cables therein.

d) Where banks of cable pipes exist, the contractor shall keep a record and advise the Engineer of the particular pipes used for cables covered by this specification.

4.17 CABLE PIPES

a) Cable pipes, where required, will be supplied by the Council and laid and jointed in an approved manner by the contractor.

b) After the cable pipes have been laid, they shall be thoroughly cleaned internally and the ends sealed in an approved manner.

4.18 JOINTING AND TERMINATING

a) If required by the DMM-ESS, all the necessary jointing and termination of electric cables shall be done by the Contractor including connections onto existing live LV equipment if required. Jointing and/or terminating shall only be carried out by personnel who are fully trained in the jointing and/or terminating of the type of cables specified in Schedule A. Bidders shall give details of their proposed jointer's experience and training in jointing and/or terminating of the required cables shown in **Schedule A**.

b) Jointing and/or terminating shall be carried out strictly in accordance with the Msunduzi Electricity's Underground Cables Code of Practice.

c) Where cables are to be left in the ground and jointed or terminated at a later stage, the cable ends shall be suitably taped or sealed to prevent the ingress of moisture.

4.19 MEASURING OF EXCAVATIONS

a) All measurements for the purpose of payment shall be made jointly by representatives of the Contractor and an appointed Municipal official. The contractor shall be responsible for obtaining a signature approving such measurements after the measurements have been made from the appointed Municipal official.

b) All excavations and backfilling, including cable trenches, trial holes, pole holes, stay holes and joint bays, etc. will be paid for at the rates quoted in **Schedule C**.

c) No allowance shall be made in measuring for the breaking away of the sides of the trench, sinking of earth or other such movements.

4.20 COVERING, BACK-FILLING AND REINSTATEMENT

- a) Filling in of trenches shall not be commenced until the DMM-ESS or his representative has inspected and approved the cables on site. Such inspection shall not be unreasonably delayed.
- b) Where, in the opinion of the DMM-ESS or his representative the soil on site is unsuitable for riddling or backfilling, the contractor shall arrange and be compensated for the supply and delivery of approved material.
- c) All excavations and backfilling (whether for the purpose of cable laying, joint bays, pole holes or trial holes) shall be carried out in accordance with Section 11 of the Msunduzi Electricity's Underground Cable Code of Practice, and to the satisfaction of DMM-ESS or his representative.
- d) The refilled trench shall be maintained by the contractor at his expense in a thoroughly safe condition for the duration of the contract and until such time as the original surface has been restored.
- e) All damaged tarmac and concrete surfaces will be reinstated by Council.
- f) Power driven mechanical rammers shall be used for reinstatement of the excavated materials, unless otherwise agreed by the DMM-ESS or his representative.

5.0 TENDER BRIEFING MEETING

A non-compulsory **Tender Briefing Meeting** will be held on **Wednesday, 11 December 2024**, at the **Electricity Department Boardroom, 1st Floor, Administration Office Block, 111 Havelock Road, Pietermaritzburg**, commencing promptly at **10h00**.

6.0 CONTRACT PERIOD

The contract period shall be three (3) years effective from the date of award.

7.0 SERVICE LEVEL AGREEMENT

The successful Service Provider will be required to enter into a Service Level Agreement with the Msunduzi Municipality before the commencement of any services.

8.0 PLACE OF DELIVERY AND DELIVERY PERIOD

All deliveries must be made to the Msunduzi Municipality Electricity Department Stores, 111 Havelock Road, Pietermaritzburg, 3201. All delivery costs are to be included in tendered prices. The Delivery Period shall be two (2) weeks upon receipt of an official Purchase Order.

9.0 PENALTIES

Upon any delay in delivery beyond two (2) weeks of receiving an official Purchase Order, a penalty of 0.1% of the Order value will be implemented for items not delivered on time.

10.0 ESCALATION

Escalation on the tendered prices will be based on SEIFSA indices.

11.0 GUARANTEE/WARRANTY/DEFECTS LIABILITY PERIOD

A twelve (12) month guarantee is required from the date of delivery.

12.0 MATERIALS

All items shall conform to the stated standards as per Clause 4.0: Detailed Specifications.

13.0 COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.

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

- (1) The Occupational Health and Safety (OHS) Act (Act No. 85 of 1993)
- (2) The Compensation for Occupational Injuries and Diseases (COID) Act (Act No. 130 of 1993)
- (3) The Labour Relations Act (Act No. 66 of 1995)
- (4) The Basic Conditions of Employment (BCE) Act (Act No. 3 of 1983)
- (5) The Income Tax Act (Act No. 58 of 1962)
- (6) The Value Added Tax (VAT) Act (Act No. 89 of 1991) Section 17 permissible deductions of input tax.
- (7) The Municipal Finance Management Act (MFMA) (Act No. 56 of 2003)
- (8) The Municipal Systems Act (Act No. 32 of 2000)
- (9) The Municipal Supply Chain Management Regulations, 2005
- (10) The Preferential Procurement Policy Framework Act (PPPFA), 2005
- (11) The Preferential Procurement Regulations, 2022
- (12) All the stated standards as per Clause 4.0: Detailed Specifications

14.0 MANDATORY REQUIREMENTS

- 14.1 Cherry picker/Truck fitted with bucket with maximum weight SWL 250Kg (logbook must be either be registered under director (s) of the company bidding for this tender or registered under the company bidding for this tender)-Logbook must be accompanied by photo of the truck fitted with bucket showing the required Safe Working Load.
- 14.2 Truck minimum 4 Tonne fitted with crane (logbook must be either be registered under director (s) of the company bidding for this tender or registered under the company bidding for this tender)-Logbook must be accompanied by photo of the truck fitted with crane.
- 14.3 Only Contractors registered with the Construction Industry Development Board (CIDB) with a minimum grading of **2EP or higher**, will be considered for adjudication. A copy of the Company's CIDB Registration Certificate must be attached to this Bid document.
- 14.4 Complete **schedules A, B, C and D**. Failure to comply and submit these documents will result in disqualification.

Failure to comply with the above requirements the tenderer will be disqualified.

15.0 EVALUATION CRITERIA

- 15.1 Tenderers meeting the above Mandatory Requirements shall be evaluated on the 90/10 Point System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, as follows:

15.1.1 Stage 1 : Functionality

Key aspect of criterion	Basis for points allocation	Points	Maximum points	Verification method
Previous Experience of the bidder (Name of traceable references with contact details to be included for verification)	Successful relevant completed projects (Outdoor public lighting infrastructure) over the last 5 years with a combined value of:		30 Points	Award letters or engagement letters accompanied by completion certificate and reference letter showing value of project.
	Greater than or equal to R2 000 000	30		
	Greater than or equal to R1 500 000 but less than R2 000 000	25		
	Greater than or equal to R1 000 000 but less than R1 500 000	20		
	Greater than or equal to R500 000 but less than R1 000 000	15		
Number of Personnel (Electrician with 2 Assistants)	0 Personnel	0	15 Points	Electrician: Qualifications, Trade Test and CV Assistant: Qualifications and CV (Certified by commissioner of oat not older than 6 months)
	1 Personnel (1electrician with 2 assistants)	5		
	2 Personnel (2 electricians with 4 assistants)	10		
	3 Personnel or more (3 electricians with 6 assistants)	15		
Eskom Authorization	Please refer schedule B4 for required certificates.	10	10 Points	Certified copies of certificates and all certificates will be sent to Eskom for verification.
Vehicles Proof of ownership: Owned by the director (s) or Owned by the company submitting for this bid	Minimum of 2 bakkies 1 tone fitted with ladder rack (5 points per bakkie)	10	10 Points	Proof of ownership (logbooks). Logbooks accompanied by photo of the bakkie fitted with tow hitch and ladder rack.
Total Points			65	

For 2 EP only tenderers who score a minimum of 40 points or 61% in terms of their experience, technical capacity and vehicles at this stage shall be considered for further evaluation as indicated in Stage 2 below.

For 3 EP or higher tenderers who scores a minimum of 46 points or 70 % in terms of their experience, technical capacity and vehicles at this stage shall be considered for further evaluation as indicated in Stage 2 below.

15.2 Stage 2: Specific goals

PRICE	: 90 POINTS
SPECIFIC GOALS	: 10 POINTS
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100 Points

In terms of regulation 6 of the Preferential Procurement Regulation pertaining to the Preferential Policy Framework Act, 2000 (Act 5 of 2000) as amended and approved in 2002, responsive bids will be adjudicated by the Municipality on a 90/10 specific goal system in terms of which points are awarded to bidders on the basis of: The bid price (maximum 90) and specific goals (Maximum 10)

CRITERIA	BASIS OF POINTS ALLOCATION	CLAIMABLE POINTS	VERIFICATION DOCUMENT
Black Owned Enterprise (BOE)"	Black Owned Enterprise (BOE)" in this context refers to a "black-owned enterprise" with at least 51% South African black ownership and/or more than 51% management control by South African black people	4 Points	Companies and Intellectual Property Commission (CIPC) OR Central Supplier Database (CSD)
Business Enterprises owned by Women	A woman-owned business that is at least fifty-one percent (51%) owned and controlled by one or more women.	3 Points	Companies and Intellectual Property Commission (CIPC) OR Central Supplier Database (CSD)
Location of a Business Enterprise	This includes any structure or establishment used in conducting a business within the Msunduzi municipality jurisdiction	3 Points	Utility Bill or Lease Agreement

The Municipality reserves the right to appoint a minimum of one (1) contractor to a maximum of twenty (20) contractors to be used on a rotational basis, as & when required.

16.0 ANY OTHER IMPORTANT INFORMATION

- Appointed Service Provider may sub-contract at a maximum of twenty percent (20%) to 100% percent to Black emerging companies (SMMEs) that are registered for provision of similar services (EP of CIDB) situated within the area of jurisdiction of the Msunduzi Municipality to encourage skills transfer and development of such emerging companies. All sub-contractors must be registered with EP CIDB.
- A provisional letter of acceptance will be forwarded to the preferred contractors. Should the preferred contractor fail to have at least one electrician declared competent within one month of receiving letter, the tender will be liable for rejection.

- c) The study material will only be issued to the preferred contractors upon request and presentation of the provisional award letter. Failure to comply will render tender liable for rejection.
- d) The successful contractors will be required to present their tools, equipment and vehicles at Electricity Supply Services at 111 Havelock Road prior to final award. The appointment of the contractor shall be provisional up until the presentation of tools, equipment and vehicles is complied with.

17.0 QUALITY CONTROL AND INSPECTIONS

- 17.1 The Msunduzi Municipality ESS reserves the right to inspect all contracts from inception to completion, whilst at the same time taking any necessary action to maintain the standards of the Municipality.
- 17.2 The Msunduzi Municipality ESS reserves the right to terminate any contract in the event of non-conformance to applicable legislation, policies, standards and procedures.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024
REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS

PRICING SCHEDULE - SCHEDULE C

FIXED PRICE SCHEDULE OF RATE

1.1 Trenching/Excavation/Backfilling(Refer to clause 3.8 of technical specifications)			
a	Hand pickable soil	m ³	246,25
b	Clay	m ³	244,76
c	Shale	m ³	491,01
d	Ironstone	m ³	280,75
e	Rock	m ³	460,73
Road/Driveway Crossings/Sidewalks/Substation floors			
f	Tarmac	m ²	237,56
g	Gravel	m ²	136,79
h	Rock	m ²	388,72
i	Brickwork/concrete	m ²	403,11
j	Removal of concrete precast Slabs (paveme)	m ²	86,38
k	Removal of concrete Slabs (trench)	ea	28,80
l	Remove rubble		
1,2	Reinstatement		
a)	Replacing of concrete	m ²	79,19
b)	Install G5	m ³	124,85
c)	Replacing of concrete slabs	ea	124,85
d)	Replacing of brickwork	m ²	392,98
e)	Replacing of tarmac	m ²	224,56
f)	Replacing of gravel	m ²	168,42
1.3 Laying of pipes in ground / Strapping to pole / Attaching to walls, bridges, culverts			
i	150mm Ø pitch fibre road crossing pipes		71,98
ii	150 mm Ø AC	ea	93,58
ii	*20mm to 50 mm Ø PVC pipe/conduit	ea	46,32
iii	*20mm to 50 mm Ø Steel pipe/conduit	ea	46,32
iv	Unblocking of pipes	ea	122,13
1.4 Supply and Transport of Soil to Site(Refer to clause 3.15 of technical specifications)			
i	Fine clean soil for bedding for cable	m ³	284,12
ii	Trench filling	m ³	170,47

1.5 Cable Laying			
B	LV		
i	185mm ² 4-core PVC (Al)	per m	26,63
ii	150mm ² 4-Core PVC (Cu)	per m	25,91
iii	95mm ² 4-Core PVC (Al)	per m	23,58
iv	70mm ² 4-Core PVC (Cu)	per m	23,04
v	50mm ² 4-Core PVC (Cu)	per m	19,43
vi	25mm ² 4-Core PVC (Cu)	per m	15,13
vii	16mm ² 4-Core PVC (Cu)	per m	11,51
viii	10mm ² 2/4-Core PVC (Cu)	per m	10,81
ix	4mm ² 2/4-Core PVC (Cu)	per m	5,77
x	1.5mm ² 2/4-Core PVC (Cu)	per m	5,77
1.7 Cable Unearthing/Recovery			
B	LV		
i	185/150 mm ² 4-Core PVC (Al)	per m	21,66
ii	95 mm ² 4-Core PVC (Al)	per m	18,76
iii	70mm ² 4-Core PVC (Al)	per m	17,29
iv	50mm ² 4-Core PVC (Cu)	per m	11,51
v	25mm ² 4-Core PVC (Cu)	per m	10,81
vi	16mm ² 2/4-Core PVC (Cu)	per m	10,07
vii	10mm ² 2/4-Core PVC (Cu)	per m	10,07
viii	4mm ² 2/4-Core PVC (Cu)	per m	5,76
ix	1.5mm ² 2/4-Core PVC (Cu)	per m	5,76
1.7.1 Lowering of Cables			
	LV Cables		
i	Lower LV Cables up to 150 mm ² to 600 mm below ground level	per m	18,69
ii	Lower LV Cables above 150 mm ² to 600 mm below ground level	per m	20,58
1,8	Positioning of Cable Makers		
i	LV 4/C Cable	ea	46,76
1,9	Jointing Cable		
B	LV - Straight Joint		
i	185mm ² 4-Core PVC (Al)	ea	719,85
ii	150mm ² 4-Core PVC (Cu)	ea	619,09
iii	95mm ² 4-Core PVC (Al)	ea	431,91

iv	70mm ² 4-Core PVC (Cu)	ea	431,91
v	50mm ² 4-Core PVC (Cu)	ea	259,17
vi	25mm ² 4-Core PVC (Cu)	ea	230,35
vii	16mm ² 2/4-Core PVC (Cu)	ea	201,57
viii	10mm ² 2/4-Core PVC (Cu)	ea	129,57
ix	4mm ² 2/4-Core PVC (Cu)	ea	115,26
x	1.5mm ² 2/4-Core PVC (Cu)	ea	86,38
C	LV - Open Points		
i	Reconnect Existing Open Point	ea	359,92
ii	Establish Open Points	ea	359,92
iii	Live Seal LV Cables	ea	359,92
iv	Tape seal LV PVC cable	ea	68,31
1.11.	Installation of CDU'S (FIBREGLASS)		
A	Ground/Pole Mounted (single/double busbar)	each	590,29
B	LV cable termination (complete) Size		
i	185mm ² 4 core PVC (Al)	ea	431,97
ii	95mm ² 4 core PVC (Al)	ea	394,75
iii	70mm ² 4 core PVC (Cu)	ea	345,57
iv	50mm ² 4 core PVC (Cu)	ea	259,15
v	25mm ² 4 core PVC (Cu)	ea	189,02
vi	16mm ² 2/4 core PVC (Cu)	ea	172,79
vii	10mm ² 2/4 core PVC (Cu)	ea	140,38
viii	4mm ² 2 core PVC (Cu)	ea	86,39
ix	1,5mm ² 2 core PVC (Cu)	ea	64,79
x	Installation of street lighting control kiosk complete with MCBs, bypass switch, contactor, shutter board and wiring	ea	761,23
1.12.	Removal & Recovery of CDU (All types)		
A			
i	Ground Mounted (single/double busbar)	ea	265,63
ii	Pole Mounted (single/double busbar)	ea	265,63
B	Removal of LV Cable termination (complete)		
i	185mm ² 4 core PVC (Al)	ea	194,38
ii	150mm ² 4 core PVC (Cu)	ea	185,18
iii	95mm ² 4 core PVC (Al)	ea	177,63
iv	70mm ² 4 core PVC (Cu)	ea	155,51
v	50mm ² 4 core PVC (Cu)	ea	122,91
vi	25mm ² 4 core PVC (Cu)	ea	85,41
vii	16mm ² 2/4 core PVC (Cu)	ea	116,19
viii	10mm ² 2/4 core PVC (Cu)	ea	63,17

ix	4mm ² 2/4 core PVC (Cu)	ea	38,88
x	1,5mm ² 2/4 core PVC (Cu)	ea	29,17
C	Level Ground Mounted CDU	ea	132,82
D	Replace Jumper on Ground Mounted CDU	ea	117,51
E	Replace Mounting Board in Ground Mounted CDU	ea	221,16
2. SUBSTATIONS			
2.1 Installation for Mini-sub			
G	LV Cable Termination (Complete)		
i	185 mm ² 4-core PVC (Al)	ea	604,73
ii	95 mm ² 4-core PVC (Al)	ea	575,89
iii	70 mm ² 4-core PVC (Cu)	ea	460,73
iv	50 mm ² 4-core PVC (Cu)	ea	345,54
v	25 mm ² 4-core PVC (Cu)	ea	252,00
vi	16 mm ² 2/4-core PVC (Cu)	ea	230,37
vii	10 mm ² 2/4-core PVC (Cu)	ea	187,17
viii	4 mm ² 2-core PVC (Cu)	ea	115,19
ix	1,5 mm ² 2-core PVC (Cu)	ea	86,38
L	Install LV way	ea	578,72
2.2 Removal of Mini-Sub			
E	Removal of LV Cable termination (complete)		
i	185 mm ² 4-core PVC (Cu)	ea	259,15
ii	150 mm ² 4-core PVC (Cu)	ea	259,15
iii	95 mm ² 4-core PVC (Al)	ea	244,76
iv	70 mm ² 4-core PVC (Cu)	ea	244,76
v	50 mm ² 4-core PVC (Cu)	ea	158,36
vi	25 mm ² 4-core PVC (Cu)	ea	158,36
vii	16 mm ² 2/4-core PVC (Cu)	ea	129,57
viii	10 mm ² 2/4-core PVC (Cu)	ea	115,18
ix	4 mm ² 2-core PVC (Cu)	ea	72,00
x	1,5 mm ² 2-core PVC (Cu)	ea	72,00
F	Remove LV way (complete)	ea	359,92
2.4 Equipping Brick Substation			
E	LV Cable Termination (Complete)		
ii	95mm ² -185mm ² 1 Core (Cu/Al)	ea	415,27
iii	185mm ² 4 core LV Cable (Al)	ea	604,69
iv	95mm ² 4 core LV Cable (Al)	ea	547,09
v	70mm ² 4 core LV Cable (Cu)	ea	460,71
vi	50mm ² 4 core LV Cable (Cu)	ea	331,12

vii	25mm ² 4 core LV Cable (Cu)	ea	251,95
viii	16mm ² 4 core LV Cable (Cu)	ea	201,55
ix	10mm ² 4 core LV Cable (Cu)	ea	172,77
x	4mm ² 4 core LV Cable (Cu)	ea	110,40
G	Installation of cable tray	ea	647,86
3. OVERHEAD MAINS			
3.1	Installation of LV Arial Bundle Conductor		
A	95mm ² x 6/5 c ABC to erect	per m	42,25
B	70mm ² x 6/5/4 c ABC to erect	per m	34,56
C	50mm ² x 6/5/4 c ABC to erect	per m	28,17
D	25mm ² x 6/5/4 c ABC to erect	per m	26,75
E	25mm ² x 3c ABC to erect	per m	23,83
F	10mm ² -16mm ² x 2/4 core PVC or similar	per m	15,09
G	Numbers of stays to make off	ea	295,16
H	Number of flying stays to make off	ea	381,54
I	Number of "Knock-in" stays complete	ea	208,75
3.2	RAISING OF LV CABLES UP POLES (7-11m)		
	The raising of LV cables up poles includes bandit strapping and guard pipe at an interval of 500 mm		
A	185mm ² x 4 core PVC (AL)	complete	256,89
B	95mm ² x 4 core PVC (AL)	complete	222,60
C	70mm ² x 4 core PVC (Cu)	complete	215,49
D	50mm ² x 4 core PVC (Cu)	complete	148,40
E	25mm ² x 4 core PVC (Cu)	complete	114,64
F	2.5mm ² -16mm ² x 2/4 core PVC (Cu)	complete	99,08
3.3	LV cable terminations to ABC (complete)		
A	185mm ² x 4 core PVC (AL)	ea	273,55
B	95mm ² x 4 core PVC (AL)	ea	273,55
C	70mm ² x 4 core PVC (Cu)	ea	244,76
D	50mm ² x 4 core PVC (Cu)	ea	187,17
E	25mm ² x 4 core PVC (Cu)	ea	187,17
F	16mm ² x 2/4 core PVC (Cu)	ea	158,36
G	10mm ² x 2/4 core PVC (Cu)	ea	158,36
H	2.5 - 4mm ² x 2 core PVC (Cu)	ea	115,17
J	1,5 - 4mm ² Lume wire (Cu)	ea	101,05
3.4	CONNECT ABC TO ABC (COMPLETE)		
A	95mm ² x 6/5 core ABC to 95mm ² x 6/5 core ABC		280,75
B	95mm ² x 5 core ABC to 70mm ² x 5 core ABC		280,75
C	95mm ² x 5 core ABC to 55mm ² x 5 core ABC		280,75

D	95mm ² x 5 core ABC to 25mm ² x 5 core ABC		280,75
E	95mm ² x 5 core ABC to 25mm ² x 3 core ABC		265,34
F	70mm ² x 5 core ABC to 70mm ² x 5 core ABC		233,94
G	70mm ² x 5 core ABC to 50mm ² x 5 core ABC		233,94
H	70mm ² x 5 core ABC to 25mm ² x 5 core ABC		233,94
I	70mm ² x 5 core ABC to 25mm ² x 3 core ABC		266,35
J	50mm ² x 5 core ABC to 50mm ² x 5 core ABC		221,95
K	50mm ² x 5 core ABC to 25mm ² x 5 core ABC		221,95
L	50mm ² x 5 core ABC to 25mm ² x 3 core ABC		266,35
M	25mm ² x 5 core ABC to 25mm ² x 5 core ABC		221,95
N	25mm ² x 5 core ABC to 25mm ² x 3 core ABC		266,35
O	25mm ² x 3 core ABC to 25mm ² x 3 core ABC		266,35
3.5	POLE DRESSING		
A	General (Bare & ABC conductor for straight and Tee -Off routes)		
i	Installation of arm/back straps/service clips/cross arms (all sizes and types)	per pole	170,98
ii	Pig tails/eye bolts/strain/insulators and suspension clamps (all sizes and types)	per pole	174,62
B	Installation of Pole numbering		47,50
i	Steel poles (painted)	per pole	21,81
ii	Wood poles (attach metal plate + paint)	per pole	47,50
C	Internal wiring of Steel pole		
i	5m poles	per pole	82,44
ii	11m pole	per pole	107,84
iii	Bo mast pole (single and double)	per pole	120,59
D	Installation of luminaire, fitting, Spot Light, Flood light (includes lamp, pec or similar, fuses / mcb, connections, focusing and all wiring)		
i	Post top (Steel and Fibreglass pole)	ea	233,72
ii	11m Steel pole with spigot	ea	469,88
iii	9m/11m/12m Wooden pole with 0.3m to 3m bracket	ea	291,11
iv	Installation / Replacement (luminaire/fitting only)	ea	133,45
v	Installation of bracket (steel and wooden pole all sizes)	ea	121,21
3.6	CONNECT BARE OVERHEAD TO ABC		
A	Mink to ABC (All sizes and all cores)		280,75
B	Gopher to ABC (All sizes and cores)		233,94

3.7	DISCONNECTION OF LV CABLE & TERMINATIONS FROM ABC (COMPLETE INCL. REMOVAL OF BANDIT STRAPS & GUARD PIPE ON POLE)		
A	185mm ² x 4 core PVC (AL)		244,76
B	95mm ² x 4 core PVC (AL)		244,76
C	70mm ² x 4 core PVC (Cu)		244,76
D	50mm ² x 4 core PVC (Cu)		172,77
E	25mm ² x 4 core PVC (Cu)		172,77
F	16mm ² x 2/4 core PVC (Cu)		158,36
G	10mm ² x 2/4 core PVC (Cu)		158,36
H	4mm ² x 2 core PVC (Cu)		115,17
3.8	DISCONNECTION OF ABC FROM ABC		
A	95mm ² x 5 core ABC from 95mm ² x 5 core ABC		230,34
B	95mm ² x 5 core ABC from 70mm ² x 5 core ABC		230,34
C	95mm ² x 5 core ABC from 50mm ² x 5 core ABC		230,34
D	95mm ² x 5 core ABC from 25mm ² x 5 core ABC		230,34
E	95mm ² x 5 core ABC from 25mm ² x 3 core ABC		158,36
F	70mm ² x 5 core ABC from 70mm ² x 5 core ABC		230,34
G	70mm ² x 5 core ABC from 50mm ² x 5 core ABC		230,34
H	70mm ² x 5 core ABC from 25mm ² x 5 core ABC		230,34
I	70mm ² x 5 core ABC from 25mm ² x 3 core ABC		158,36
J	50mm ² x 5 core ABC from 50mm ² x 5 core ABC		216,30
K	50mm ² x 5 core ABC from 25mm ² x 5 core ABC		216,30
L	50mm ² x 5 core ABC from 25mm ² x 3 core ABC		158,45
M	25mm ² x 5 core ABC from 25mm ² x 5 core ABC		216,30
N	25mm ² x 5 core ABC from 25mm ² x 3 core ABC		158,45
O	25mm ² x 3 core ABC from 25mm ² x 3 core ABC		158,45
3.9	DISCONNECT of BARE OVERHEAD FROM ABC		
A	Mink to ABC (All sizes and all cores)		230,34
B	Gopher to ABC (All sizes and cores)		192,05
3.10.	ERECTION OF BARE OVERHEAD CONDUCTOR		

A	Gopher (per wire)	per m	11,51		
B	Mink (per wire)	per m	17,29		
3.11	Termination of Bare Overhead LV Conductor to Bare Overhead LV Conductor(complete)		248,79		
3.13	LV Cable Terminations to Bare Overhead Conductor Including Connections (complete)				
A	185mm ² x 4 core PVC (Al)		475,10		
B	95mm ² x 4 core PVC (Al)		446,31		
C	70mm ² x 4 core PVC (Cu)		417,63		
D	50mm ² x 4 core PVC (Cu)		352,73		
E	25mm ² x 4 core PVC (Cu)		322,53		
F	16mm ² split concentric cable		215,97		
G	10mm ² split concentric cable		215,97		
H	2.5 - 4mm ² x 2/4core PVC (Cu)		129,56		
3.14	Removal and Recovery of Aerial Bundle Conductor & Airdac Cables				
A	95mm ² x 3 c MV ABC to erect	per m	22,34		
B	95mm ² x 5 c ABC to erect	per m	20,72		
C	70mm ² x 5c ABC to erect	per m	18,78		
D	50mm ² x 5c ABC to erect	per m	16,85		
E	25mm ² x 5c ABC to erect	per m	16,06		
F	25mm ² x 3c ABC to erect	per m	14,29		
G	Airdac – 16 mm ² and 10 mm ²	per m	9,05		
3.15	Removal on Existing Pole of all MV/LV Hardware	per m	287,94		
3.16	Removal & Recovery of Bare Overhead Conductor				
A	Gopher (per wire)	per m	11,51		
B	Mink (per wire)	per m	17,29		
3.18	Disconnection of Bare Overhead LV Conductor from Bare Overhead LV Conductor (all sizes complete)		187,17		
3.19	Shackle off Bare LV Conductor(complete)		378,10		
3.20.	Disconnection of LV Cable Terminations from Bare Overhead Conductor(complete incl removal of bandit straps on pole)				
A	185mm ² x 4 core PVC (AL)		244,76		
B	95mm ² x 4 core PVC (AL)		244,76		
C	70mm ² x 4 core PVC (Cu)		244,76		
D	50mm ² x 4 core PVC (Cu)		172,77		
E	25mm ² x 4 core PVC (Cu)		172,77		
F	16mm ² x 2/4 core PVC (Cu)		158,36		
G	10mm ² x 2/4 core PVC (Cu)		158,36		

H	4mm ² x 2 core PVC (Cu)		115,17
3.24	Lowering and Restraining of Existing Ohm(add all cores)		
A	95mm ² x 3 c MV ABC to erect	per m	25,35
B	95mm ² x 5 c ABC to erect	per m	20,19
C	70mm ² x 5c ABC to erect	per m	19,30
D	50mm ² x 5c ABC to erect	per m	18,61
E	25mm ² x 4/5c ABC to erect	per m	16,06
F	25mm ² x 3c ABC to erect	per m	14,29
G	Airdac – 16 mm ² and 10 mm ²	per m	9,05
			0,00
3.25	Restraining of Existing Ohm		
A	Gopher (per wire)	per m	11,51
B	Mink (per wire)	per m	17,29
3.26	Transferring pf Existing Ohm (transfer from existing pole to new pole complete)		
i	95mm ² x 5 c ABC to erect	per pole	47,86
ii	70mm ² x 5c ABC to erect	per pole	44,45
iii	50mm ² x 5c ABC to erect	per pole	41,21
iv	25mm ² x 5c ABC to erect	per pole	36,88
v	25mm ² x 3c ABC to erect	per pole	32,57
vi	Airdac – 16 mm ² and 10 mm ²	per pole	28,51
vii	"Gopher" (per wire)	ea	15,64
viii	"Mink" (per wire)	ea	24,28
ix	Luminaire Complete (as per 3.5 D)	ea	359,91
x	Pec box (controller) complete	ea	359,91
i	Fibre cable	per pole	24,50
j	Road signage	ea	53,27
3.27	Number of pole holes to excavate and plant and backfill (including pole numbering and making sure pole is vertical)		
B	11 m - 1,8 m deep		
i	hand pickable soil	ea	547,09
ii	90% shale	ea	590,28
iii	90% rock	ea	633,48
iv	100% rock	ea	676,66
C	9 m poles - 1,5 m deep		
i	hand pickable soil	ea	446,30
ii	90% shale	ea	489,52
iii	90% rock	ea	518,29
iv	100% rock	ea	532,70
E	5m poles - 1 m deep		
i	hand pickable soil	ea	244,76
ii	90% shale	ea	287,94

iii	90% rock	ea	309,55		
3.28	Number of Stay Holes to excavate and erect				
i	hand pickable soil	ea	357,05		
ii	90% shale	ea	417,51		
iii	90% rock	ea	460,73		
iv	100% rock	ea	503,90		
3.29	Number of Strut Poles to excavate, plant and backfill				
i	hand pickable soil	ea	431,91		
ii	90% shale	ea	475,11		
iii	90% rock	ea	532,70		
iv	100% rock	ea	575,88		
3.30	Pole Straightening				
i	5 m steel pole	ea	137,53		
ii	9 m pole steel and wooden pole	ea	259,29		
iii	11 m pole steel and wooden pole	ea	351,73		
iv	Bomast pole	ea	419,05		
3.31	Replacing IPC connectors				
i	small	ea	28,55		
ii	medium	ea	29,12		
iii	Large	ea	29,71		
3.32	Replacing PG Clamps				
i	small	ea	28,55		
ii	medium	ea	29,12		
iii	Large	ea	29,71		
3.34	Installation and connection of Miniature Circuit Breakers (any size) into:				
ii	Pole Top Box	ea	230,35		
iii	LV Panel	ea	172,77		
iv	Steel Street Light pole	ea	172,77		
v	CDU	ea	316,75		
vi	Install Fly Fuse	ea	250,98		
vii	Replace Fuse Wire/Reset MCB	ea	224,09		
3.35	Trim Trees Obstructing Overhead Lines(look at tree cutting contract)				
A	Large	ea	316,75		
B	Medium	ea	215,97		
3.37	Removal of CDU'S (FIBREGLASS)				
A	Pole Mounted (include mower box)		431,89		

3.38	Disconnection and Removal of Miniature Circuit Breakers (any size) from:				
a	Pole Top Box	ea	215,97		
b	LV Panel	ea	172,77		
c	Steel Street Light pole	ea	172,77		
d	CDU	ea	172,77		
3.39	Removal and recovery of: (includes arm, backstrap, service clip, pins, insulators, bolts, nuts, washers)				
A	Street light poles (Complete)				
i	12m	ea	468,38		
ii	11m	ea	468,38		
iii	9m	ea	402,64		
iv	7m	ea	232,67		
v	5m	ea	232,67		
4	Replacement of lamps / control gear				
A	Replacement of control gear (includes all components of control circuit)				
i	5m pole	ea	161,73		
ii	Single bow mast pole	ea	377,37		
iii	Double bow mast pole	ea	452,83		
iv	9m to 12 m pole with 0.5m bracket	ea	237,20		
v	9m to 12 m pole with 1m bracket	ea	269,54		
vi	9m to 12 m pole with 3m bracket	ea	253,19		
vii	High mast pole	ea	2 357,88		
viii	Controller box CDU (all types)	ea	161,73		
B	Replacement of Lamps				
i	5m pole (post top)	ea	120,76		
ii	Single bow mast pole	ea	292,15		
iii	Double bow mast pole	ea	301,00		
iv	9m to 12 m pole with 0.5m bracket	ea	204,49		
v	9m to 12 m pole with 1m bracket	ea	233,72		
vi	9m to 12 m pole with 3m bracket	ea	253,19		
vii	High Bay fitting	ea	438,23		
viii	High mast pole	ea	2 357,88		
C	Replacement and connection of Luminaire (includes lamp and pec)				
i	5m pole	ea	133,44		
ii	Single bow mast pole	ea	133,44		
iii	Double bow mast pole	ea	133,44		
iv	9m to 12 m pole with 0.5m bracket	ea	133,44		
v	9m to 12 m pole with 1m bracket	ea	133,44		
vi	9m to 12 m pole with 3m bracket	ea	133,44		
vii	High mast pole	ea	2 807,00		

5	Installation and Removal of festive lighting		
A	Installation and connection of Festive lighting		
i	9m - 11m steel pole	ea	409,71
ii	Bow mast pole	ea	409,71
iii	5m pole	ea	280,32
iv	Wood pole (all sizes)	ea	355,79
B	Disconnection and removal of festive lighting		
i	9m - 11m steel pole	ea	409,71
ii	Bow mast pole	ea	409,71
iii	5m pole	ea	280,32
iv	Wood pole (all sizes)	ea	355,79
C	Cable terminations complete (festive lighting)		
i	All pole variants and sizes	ea	107,82
6	General		
i	Circuit labelling(including, label, engraving, printing according to Msunduzi's specs)		220,54
ii	Adjust of street light fitting on pole		208,70
iii	Clean street light glass bowl		88,81
iv	Chip and paint 500mm below and 500mm above ground level on steel pole		165,40
v	Earth street light bracket		159,65
vi	Inspect street light fitting		151,71
vii	Inspect wooden pole, including re creosoting, excavate portion of pole	ea	184,58
viii	Re creosoting of 9 or 11m steel pole	ea	184,58
ix	Painting of 9 or 11m steel pole	ea	334,15
x	Pole numbering	ea	209,63
xi	Replacement of missing, broken or stolen inspection covers (all types and sizes)		132,29
xii	As built sketches as per scope of work		197,16
xiii	Replace street light glass bowl		88,06
xiv	Removal of foreign objects on poles and overhead lines eg, shoes, birds nest etc		218,30
xv	Bush clearing per square meter		66,72
xvi	Lowering and raising of high mast pole(all types)		2 301,96
xvii	Thumping of streetlight cable		729,81
xviii	Install G5 and remove rubble from road crossing		246,84
xix	Rewiring of splitter box	ea	1 684,20
xx	Fault locating on streetlights circuits for a maximum of 3hours		179,65
xxi	Crane hire with boom length 48,5m	p/h	1 459,64
xxii	Drilling a sensor hole on street light fitting	ea	176,86

	/Luminaire		
	Sub Total		86 032,12
	VAT @ 15 %		12 904,82
	Total		98 936,94

Total price of the above table (Exclusive of Vat): R_____

SIGNED ON BEHALF OF THE TENDERER:

Name of Tenderer _____

Name of Signatory _____

Capacity of Signatory _____

Signature _____ Date _____

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	SS E38 OF 2024	CLOSING DATE:	22 JANUARY 2025	CLOSING TIME:	12H00
DESCRIPTION	REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM					

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

THE MSUNDUZI MUNICIPALITY'S CENTRAL STORES				
2 ABATTOIR ROAD (OFF KERSHAW STREET)				
PIETERMARITZBURG				
3201				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:			
CSD REGISTRATION No:	MAAA			

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R _____ (INCLUDING VAT)
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SUPPLY CHAIN MANAGEMENT	DEPARTMENT	ELECTRICITY SUPPLY SERVICES
CONTACT PERSON	Phiwe Mthlane	CONTACT PERSON	MELUSI LUNGA
TELEPHONE NUMBER	033 – 392 2486	TELEPHONE NUMBER	033 – 392 5057
CELLULAR NUMBER		CELLULAR NUMBER	079 316 2813
E-MAIL ADDRESS: phiwe.mthanel@msunduzi.gov.za		E-MAIL ADDRESS: melusi.lunga@msunduzi.gov.za	

PART B

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED). NO ONLINE SUBMISSION.	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

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. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

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 Service Provider has successfully completed, is invited for adjudication purposes.

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

Alternatively, Service Providers 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.

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

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

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS

DATA SHEET 4: SCHEDULE OF RESOURCES

Service Providers are required to submit details of their management, office and supervisory resources, training programmes, yard and office facilities, full-time workforce including trainees, and plant and equipment.

[illegible]

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

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

DATA SHEET 5: DECLARATION OF MUNICIPAL FEES

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

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

DESCRIPTION

ACCOUNT No.

Electricity	
Water	
Rates	

NB: *Attach a copy of the current Utility Bill.*

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

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

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

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

.....

Physical Address.....

.....

.....

Signature Date

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

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.

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

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

3.9.1 If yes, furnish particulars

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.10.1 If yes, furnish particulars

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders, or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES / NO

3.14.1 If yes, furnish particulars

.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

**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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for 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 ☐	No ☐

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

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

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 *per se* prohibited 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. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

**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. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

DATA SHEET 10: TENDER BRIEFING MEETING CERTIFICATE

As required in terms of this document, I/we attended the non-compulsory Tender Briefing Meeting on the date specified below.

I/We carefully examined the contract document and have made myself/ourselves fully conversant with all the circumstances likely to influence this contract.

I/We further certify that I am/we are satisfied with the description of the Works and the explanation given by the Project Champion or his/her representative at the Tender Briefing Meeting, and that I/we perfectly understand the work to be done, as specified and implied, in the execution of the contract.

NAME OF SERVICE PROVIDER : _____

NAME OF SIGNATORY : _____

ADDRESS : _____

TENDER BRIEFING MEETING CERTIFICATE

This certifies that _____ (Name)

Representing _____ (Firm)

Attended the Tender Briefing Meeting for this contract on

_____ (Date)

SIGNED: _____
Project Champion

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

TENDER FORM

The Municipal Manager
City Hall
PIETERMARITZBURG
3201

Dear Madam

Having examined the Standard Conditions of Tender, Standard Conditions of Contract, Legislation and Specifications of the above contract, I/we offer to supply and deliver the whole of the said works in conformity with the Standard Conditions of Tender, Standard Conditions of Contract, Legislation and Specifications, save as amended by any modifications as set out in ANNEXURE "A", for the Unit Prices and Total Sum as indicated in the Pricing Schedule herein, the Total Sum (including VAT) being as follows:

R_____ In Words _____

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

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

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

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

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

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

(Enter Nil if no affiliations)

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

(Enter Nil if no affiliations)

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

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

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

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

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

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

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

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

Full Name of Signatory.....

Capacity of Signatory.....

Identity Number.....

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

Physical Address.....

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

THE MSUNDUZI MUNICIPALITY**SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024****REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS****ALTERATIONS BY SERVICE PROVIDER**

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. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

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; and
- 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. E38 OF 2024****REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to 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:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS MUST NOT EXCEED	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

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

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20	or	90/10	
$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$	

Where: -

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\max}$ = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

5. SUB-CONTRACTING

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

(Tick applicable box)

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

5.1.1 If yes, indicate:

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

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

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

(Tick applicable

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

box)

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

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

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number.....

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

6.6 COMPANY CLASSIFICATION *[TICK APPLICABLE BOX]*

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

6.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number:

Stand Number:

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

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

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

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

DATE:

ADDRESS:
.....

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

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS

TAX CLEARANCE CERTIFICATE

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

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS

CIPC REGISTRATION CERTIFICATE

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

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

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

A Full Report is required for adjudication purposes.

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

**REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS**

COMPACT DISC (CD) OR USB-FLASH DRIVE

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

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

SIGNED ON BEHALF OF THE SERVICE PROVIDER:

Name of Service Provider

Name of Signatory:

Capacity of Signatory:

Signature Date

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

THE MSUNDUZI MUNICIPALITY

SUPPLIES AND SERVICES CONTRACT No. E38 OF 2024

REPLACEMENT OF LAMPS AND LUMINAIRES AND CONSTRUCTION, REPAIRS AND
MAINTENANCE OF OUTDOOR LIGHTING INSTALLATIONS

CIDB CERTIFICATE

DATA SCHEDULES

CONTENTS

Schedule A	:	General Technical Details and Requirements of Plant and Equipment to be installed.
Schedule B1	:	Street Light Electrician 1
Schedule B2	:	Street Light Electrician 2
Schedule B3	:	Street Light Electrician 3
Schedule B4	:	Eskom Authorization
Schedule C	:	Price Schedule of Rate
Schedule D1	:	Tools, Equipment and Plant for team 1
Schedule D2	:	Tools, Equipment and Plant for team 2
Schedule D3	:	Tools, Equipment and Plant for team 3

SCHEDULE A

GENERAL TECHNICAL DETAILS AND REQUIREMENTS OF PLANT AND EQUIPMENT TO BE INSTALLED

Item No.	Item	Details
1	Types of cables to be installed (refer Schedule C for sizes)	2 Core (including split concentric types); 4 Core, PVC insulated cables with copper or aluminium conductors. Earth conductors are incorporated as an integral part of the cable armouring. Each cable is PVC served.
	Design, manufacturer and testing standards	SABS 150 or SABS 1507-1990
2	Poles	(a) 9,0 m or 11m gum poles. (b) 5m steel post top poles. (c) 11m steel poles/ bow mast pole
3	Arms	(a) 0.5m 15° galvanized steel arm. (b) 1 m 15° galvanized steel arm.
4	Luminaires	(a) 70 W HPS side entry and post top luminaire. (b) 150, 250, 400 W, HPS/ MH side entry luminaire. (c) LED fittings side entry
5	Trenching and Cable Laying	Refer Msunduzi Electricity's Underground Cables Code of Practice.
6	Jointing and Termination Details	Refer Msunduzi Electricity's Underground Cables Code of Practice.
7	CDU & street lighting kiosk	

Bidder: _____

SIGNED: _____

DATE: _____

NAME OF SIGNATORY: _____

SCHEDULE B1

STREET LIGHT ELECTRICIAN 1

In terms of the Special Conditions of Contract, the Bidder intends using the following person as a UGM and OHM Electrician should he/she be awarded the Contract:

Street Light ELECTRICIAN		
Full Name:		I.D. No:
Qualification/s and year completed:		
Designation within your company:		
Office telephone number:		
Cell phone number:		
Have you passed Pietermaritzburg Electricity's Competency Test? If yes, submit copy of Competency Certificate	YES	NO
Number of years of experience as a Electrician:		
Details of the company for whom you did work for as a Electrician		
Company:	Year performed:	
Contact person:	Telephone number:	
Detail further relevant experiences and responsibilities that qualify you as Electrician		

Note: Each electrician and Assistant must have his/her own CV.

NAME OF BIDDER: _____

SIGNATURE : _____

DATE: _____

SCHEDULE B2

STREET LIGHT ELECTRICIAN 2

In terms of the Special Conditions of Contract, the Bidder intends using the following person as a UGM and OHM Electrician should he/she be awarded the Contract:

Street Light ELECTRICIAN		
Full Name:		I.D. No:
Qualification/s and year completed:		
Designation within your company:		
Office telephone number:		
Cell phone number:		
Have you passed Pietermaritzburg Electricity's Competency Test? If yes, submit copy of Competency Certificate	YES	NO
Number of years of experience as a Electrician:		
Details of the company for whom you did work for as a Electrician		
Company:	Year performed:	
Contact person:	Telephone number:	
Detail further relevant experiences and responsibilities that qualify you as a street light Electrician		

Note: Each electrician and Assistant must have his/her own CV.

NAME OF BIDDER: _____

SIGNATURE : _____

DATE: _____

SCHEDULE B3

STREET LIGHT ELECTRICIAN 3

In terms of the Special Conditions of Contract, the Bidder intends using the following person as a UGM and OHM Electrician should he/she be awarded the Contract:

[illegible]

Note: Each electrician and Assistant must have his/her own CV.

NAME OF BIDDER:

SIGNATURE :

DATE: _____

STREET LIGHT ELECTRICIAN ESKOM AUTHORISED

[illegible]

	242978	INSPECTIONS		
LV LINE CONSTRUCTION CURRICULUM-STREET LIGHTING				
LSO No.	Course Code	Course Title	Yes	No
49997396	ELW 011	LV LINE CONSTRUCTION		
49997432	LVOP 001	LV OPERATING		
49927770	L3E 06	PERFORM WORK ON ENERGISED NETWORK		
500090175	ECO 135	INSTALLATION OF STREET LIGHTS		
49997436	LVOR 001	LV OPERATING REGULATION LV CURRICULUM SUMMATIVE ASSESSMENT		

Note: Authorization to be confirmed by Eskom before awarding points to the bidder. Should you not have one of the courses above you will not be awarded points on stage one functionality.

NAME OF BIDDER: _____

SIGNATURE : _____

DATE: _____

SCHEDULE D1

FOR TEAM 1

This schedule shall be completed, signed and returned with bid documents of which it forms part.

TOOLS, EQUIPMENT AND PLANT – 1 set of tools per team (team 1, team 2 & team 3)

No	Technical Details of Tools/Equipment	Msunduzi Electricity's Requirement/ Quantity	*Bidder's Offer Delete which not applicable
1	Each team must have the following tools:		
1.1	1 Kg Ball Pein Hammer	1	Yes/No
1.2	1 m X 1m Red Flag (Traffic Control)	1	Yes/No
1.3	500kg Tonne Chain Block	1	Yes/No
1.4	12 mm Bolt Cutters	1	Yes/No
1.5	1 Tonne Nylon Slings	1	Yes/No
1.6	220 Volt Live Tester	1	Yes/No
1.7	30m Rope and Snatch Block	1	Yes/No
1.8	30m Tape Measure	1	Yes/No
1.9	500 Volt Insulation Resistance Tester	1	Yes/No
1.10	5m Tape Measure	1	Yes/No
1.11	600 mm Bow Saw	1	Yes/No
1.12	750 mm Orange Road Cones	8	Yes/No
1.13	Allen Keys	1 Set	Yes/No
1.14	9 Kg Lp Gas Cylinder and Torch	1	Yes/No
1.15	ABC Come-a-long	1	Yes/No
1.16	Alphabet & Number Stencils	Set	Yes/No
1.17	Aluminium Come-a-longs	1	Yes/No
1.18	Axe	1	Yes/No
1.19	Band-it Tool	1	Yes/No
1.20	Bell Tester	1	Yes/No
1.21	Drilling Machine - Electric/battery		

No	Technical Details of Tools/Equipment	Msunduzi Electricity's Requirement/ Quantity	*Bidder's Offer Delete which not applicable
		1	Yes/No
1.22	Copper Come-a-longs	1	Yes/No
1.23	Core Cutter	1	Yes/No
1.24	D-shackles	2	Yes/No
1.25	Pop Rivet Gun	1	Yes/No
1.26	Soil Stamper	1	Yes/No
1.27	Fibreglass Extension Ladders	1	Yes/No
1.28	Gas Pliers	1	Yes/No
1.29	Do Not Make Alive Labels	3	Yes/No
1.30	Gumboots	1 pair each person	Yes/No
1.31	Hacksaw	1	Yes/No
1.32	Hand Crimper 2,5 Mm - 25 Mm	1	Yes/No
1.34	Hard Hats	3	Yes/No
1.37	Knives (Cobblers & Stripping)	2	Yes/No
1.38	Leather Gloves	3	Yes/No
1.39	Line Tap Spanners	Set	Yes/No
1.40	Long Nose Pliers	1	Yes/No
1.41	Long Picks	2	Yes/No
1.42	LV Jointing Equipment	Set	Yes/No
1.43	LV Shorting out device	2	Yes/No
1.44	LV Abc Spreader	2	Yes/No
1.45	Multi-meter	1	Yes/No
1.46	Overalls	2 pairs per person	Yes/No
1.47	Paint Brush 75 Mm	1	Yes/No
1.48	Paint Brush 25 Mm	1	Yes/No

No	Technical Details of Tools/Equipment	Msunduzi Electricity's Requirement/ Quantity	*Bidder's Offer Delete which not applicable
1.49	Paint Brush 50 Mm	1	Yes/No
1.50	Parrot Beak Cutter (For Tree Cutting)	1	Yes/No
1.51	Picks & Handles	2	Yes/No

No	Technical Details of Tools/Equipment	Msunduzi Electricity's Requirement/ Quantity	*Bidder's Offer
1.52	Pliers	1	Yes/No
1.53	Portable Flood Lights (For Night Work)	1	Yes/No
1.54	Rain Suits	1 pair per person	Yes/No
1.55	Ring Spanners	Set	Yes/No
1.57	Rubber Gauntlets	1 Pair competent person	Yes/No
1.58	Safety Boots	1 pair per person	Yes/No
1.59	Safety Belts	2	Yes/No
1.60	Set of screw drivers	1	Yes/No
1.63	Shifting Spanner 250 Mm	1	Yes/No
1.66	Side Cutters	1	Yes/No
1.67	Slasher	1	Yes/No
1.68	Socket Spanners	Set	Yes/No
1.69	Shovel	2	Yes/No
1.71	Tin Snips	1	Yes/No
1.72	Tool Box	1	Yes/No
1.73	Torch	1	Yes/No
1.74	Traffic Control Signage	Set	Yes/No
1.75	Vice Grip	1	Yes/No
1.76	Wire Brush	1	Yes/No

Note: The offer will not be considered if the bidder choose 'No' for any of the above tools.

BIDDING COMPANY: _____

NAME : _____

SIGNATURE & CAPACITY OF SIGNATORY _____

DATE: _____

SCHEDULE D2**FOR TEAM 2**

This schedule shall be completed, signed and returned with bid documents of which it forms part.

TOOLS, EQUIPMENT AND PLANT – 1 set of tools per team (team 1, team 2 & team 3)

No	Technical Details of Tools/Equipment	Msunduzi Electricity's Requirement/ Quantity	*Bidder's Offer Delete which not applicable
1	Each team must have the following tools:		
1.1	1 Kg Ball Pein Hammer	1	Yes/No
1.2	1 m X 1m Red Flag (Traffic Control)	1	Yes/No
1.3	500kg Tonne Chain Block	1	Yes/No
1.4	12 mm Bolt Cutters	1	Yes/No
1.5	1 Tonne Nylon Slings	1	Yes/No
1.6	220 Volt Live Tester	1	Yes/No
1.7	30m Rope and Snatch Block	1	Yes/No
1.8	30m Tape Measure	1	Yes/No
1.9	500 Volt Insulation Resistance Tester	1	Yes/No
1.10	5m Tape Measure	1	Yes/No
1.11	600 mm Bow Saw	1	Yes/No
1.12	750 mm Orange Road Cones	8	Yes/No
1.13	Allen Keys	1 Set	Yes/No
1.14	9 Kg Lp Gas Cylinder and Torch	1	Yes/No
1.15	ABC Come-a-long	1	Yes/No
1.16	Alphabet & Number Stencils	Set	Yes/No
1.17	Aluminium Come-a-longs	1	Yes/No
1.18	Axe	1	Yes/No

No	Technical Details of Tools/Equipment	Msunduzi Electricity's Requirement/ Quantity	*Bidder's Offer Delete which not applicable
1.19	Band-it Tool	1	Yes/No
1.20	Bell Tester	1	Yes/No
1.21	Drilling Machine - Electric/battery	1	Yes/No
1.22	Copper Come-a-longs	1	Yes/No
1.23	Core Cutter	1	Yes/No
1.24	D-shackles	2	Yes/No
1.25	Pop Rivet Gun	1	Yes/No
1.26	Soil Stamper	1	Yes/No
1.27	Fibreglass Extension Ladders	1	Yes/No
1.28	Gas Pliers	1	Yes/No
1.29	Do Not Make Alive Labels	3	Yes/No
1.30	Gumboots	1 pair each person	Yes/No
1.31	Hacksaw	1	Yes/No
1.32	Hand Crimper 2,5 Mm - 25 Mm	1	Yes/No
1.34	Hard Hats	3	Yes/No
1.37	Knives (Cobblers & Stripping)	2	Yes/No
1.38	Leather Gloves	3	Yes/No
1.39	Line Tap Spanners	Set	Yes/No
1.40	Long Nose Pliers	1	Yes/No
1.41	Long Picks	2	Yes/No
1.42	LV Jointing Equipment	Set	Yes/No
1.43	LV Shorting out device	2	Yes/No
1.44	LV Abc Spreader	2	Yes/No
1.45	Multi-meter	1	Yes/No

No	Technical Details of Tools/Equipment	Msunduzi Electricity's Requirement/ Quantity	*Bidder's Offer Delete which not applicable
1.46	Overalls	2 pairs per person	Yes/No
1.47	Paint Brush 75 Mm	1	Yes/No
1.48	Paint Brush 25 Mm	1	Yes/No
1.49	Paint Brush 50 Mm	1	Yes/No
1.50	Parrot Beak Cutter (For Tree Cutting)	1	Yes/No
1.51	Picks & Handles	2	Yes/No

No	Technical Details of Tools/Equipment	Msunduzi Electricity's Requirement/ Quantity	*Bidder's Offer
1.52	Pliers	1	Yes/No
1.53	Portable Flood Lights (For Night Work)	1	Yes/No
1.54	Rain Suits	1 pair per person	Yes/No
1.55	Ring Spanners	Set	Yes/No
1.57	Rubber Gauntlets	1 Pair competent person	Yes/No
1.58	Safety Boots	1 pair per person	Yes/No
1.59	Safety Belts	2	Yes/No
1.60	Set of screw drivers	1	Yes/No
1.63	Shifting Spanner 250 Mm	1	Yes/No
1.66	Side Cutters	1	Yes/No
1.67	Slasher	1	Yes/No
1.68	Socket Spanners	Set	Yes/No
1.69	Shovel	2	Yes/No
1.71	Tin Snips	1	Yes/No
1.72	Tool Box	1	Yes/No

1.73	Torch	1	Yes/No
1.74	Traffic Control Signage	Set	Yes/No
1.75	Vice Grip	1	Yes/No
1.76	Wire Brush	1	Yes/No

Note: The offer will not be considered if the bidder choose 'No' for any of the above tools.

BIDDING COMPANY: _____

NAME : _____

SIGNATURE & CAPACITY OF SIGNATORY _____

DATE : _____

SCHEDULE D3**FOR TEAM 3**

This schedule shall be completed, signed and returned with bid documents of which it forms part.

TOOLS, EQUIPMENT AND PLANT – 1 set of tools per team (team 1, team 2 & team 3)

No	Technical Details of Tools/Equipment	Msunduzi Electricity's Requirement/ Quantity	*Bidder's Offer Delete which not applicable
1	Each team must have the following tools:		
1.1	1 Kg Ball Pein Hammer	1	Yes/No
1.2	1 m X 1m Red Flag (Traffic Control)	1	Yes/No
1.3	500kg Tonne Chain Block	1	Yes/No
1.4	12 mm Bolt Cutters	1	Yes/No
1.5	1 Tonne Nylon Slings	1	Yes/No
1.6	220 Volt Live Tester	1	Yes/No
1.7	30m Rope and Snatch Block	1	Yes/No
1.8	30m Tape Measure	1	Yes/No
1.9	500 Volt Insulation Resistance Tester	1	Yes/No
1.10	5m Tape Measure	1	Yes/No
1.11	600 mm Bow Saw	1	Yes/No
1.12	750 mm Orange Road Cones	8	Yes/No
1.13	Allen Keys	1 Set	Yes/No
1.14	9 Kg Lp Gas Cylinder and Torch	1	Yes/No
1.15	ABC Come-a-long	1	Yes/No
1.16	Alphabet & Number Stencils	Set	Yes/No
1.17	Aluminium Come-a-longs	1	Yes/No
1.18	Axe	1	Yes/No
1.19	Band-it Tool	1	Yes/No

No	Technical Details of Tools/Equipment	Msunduzi Electricity's Requirement/ Quantity	*Bidder's Offer Delete which not applicable
1.20	Bell Tester	1	Yes/No
1.21	Drilling Machine - Electric/battery	1	Yes/No
1.22	Copper Come-a-longs	1	Yes/No
1.23	Core Cutter	1	Yes/No
1.24	D-shackles	2	Yes/No
1.25	Pop Rivet Gun	1	Yes/No
1.26	Soil Stamper	1	Yes/No
1.27	Fibreglass Extension Ladders	1	Yes/No
1.28	Gas Pliers	1	Yes/No
1.29	Do Not Make Alive Labels	3	Yes/No
1.30	Gumboots	1 pair each person	Yes/No
1.31	Hacksaw	1	Yes/No
1.32	Hand Crimper 2,5 Mm - 25 Mm	1	Yes/No
1.34	Hard Hats	3	Yes/No
1.37	Knives (Cobblers & Stripping)	2	Yes/No
1.38	Leather Gloves	3	Yes/No
1.39	Line Tap Spanners	Set	Yes/No
1.40	Long Nose Pliers	1	Yes/No
1.41	Long Picks	2	Yes/No
1.42	LV Jointing Equipment	Set	Yes/No
1.43	LV Shorting out device	2	Yes/No
1.44	LV Abc Spreader	2	Yes/No
1.45	Multi-meter	1	Yes/No
1.46	Overalls	2 pairs per person	Yes/No

No	Technical Details of Tools/Equipment	Msunduzi Electricity's Requirement/ Quantity	*Bidder's Offer Delete which not applicable
1.47	Paint Brush 75 Mm	1	Yes/No
1.48	Paint Brush 25 Mm	1	Yes/No
1.49	Paint Brush 50 Mm	1	Yes/No
1.50	Parrot Beak Cutter (For Tree Cutting)	1	Yes/No
1.51	Picks & Handles	2	Yes/No

No	Technical Details of Tools/Equipment	Msunduzi Electricity's Requirement/ Quantity	*Bidder's Offer
1.52	Pliers	1	Yes/No
1.53	Portable Flood Lights (For Night Work)	1	Yes/No
1.54	Rain Suits	1 pair per person	Yes/No
1.55	Ring Spanners	Set	Yes/No
1.57	Rubber Gauntlets	1 Pair competent person	Yes/No
1.58	Safety Boots	1 pair per person	Yes/No
1.59	Safety Belts	2	Yes/No
1.60	Set of screw drivers	1	Yes/No
1.63	Shifting Spanner 250 Mm	1	Yes/No
1.66	Side Cutters	1	Yes/No
1.67	Slasher	1	Yes/No
1.68	Socket Spanners	Set	Yes/No
1.69	Shovel	2	Yes/No
1.71	Tin Snips	1	Yes/No
1.72	Tool Box	1	Yes/No
1.73	Torch	1	Yes/No

1.74	Traffic Control Signage	Set	Yes/No
1.75	Vice Grip	1	Yes/No
1.76	Wire Brush	1	Yes/No

Note: The offer will not be considered if the bidder choose 'No' for any of the above tools.

BIDDING COMPANY: _____

NAME : _____

SIGNATURE & CAPACITY OF SIGNATORY _____

DATE : _____