



CLUSTER
Trading Services

UNIT
Electricity

DEPARTMENT
HV Operations

PROCUREMENT DOCUMENT **INFRASTRUCTURE**

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality's website](#).

Contract No: 30649-5E

Contract Title: Maintenance of High and Medium Voltage Underground Power Cables and Associated Equipment During a Thirty-Six Month Period.

Est. CIDB Grade/ Class: 4 EP or higher

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory Clarification Meeting

Meeting Location, Date, Time: eThekweni Electricity, 11 Electron Road (off Umgeni Road), Building 10, Springfield, Durban, 4001
13 December 2024, 10h00

Queries can be addressed to: Mlondolozzi Sosibo
Tel: 031-322-1100
The Employer's Agent's Representative: eMail: Mlondolozzi.sosibo@durban.gov.za. Email queries to be submitted by 23 January 2025 and consolidated answers to questions to be uploaded 30 January 2025.

TENDER SUBMISSION

Delivery Location: The Tender Box in the foyer of the Municipal Building
166 KE Masinga Road, Durban

Closing Date/ Time: Friday, 07 February 2025 at 11h00

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: HV Operations

Date of Issue: 06/12/2024

Document Version 24/02/202(e)

INDEX to PROCUREMENT DOCUMENT

TENDER PART	Part T1	TENDERING PROCEDURES	Page
		T1.1 Tender Notice and Invitation to Tender	
		T1.1.1 Tender Notice and Invitation to Tender	3
		T1.2 Tender Data	
		T1.2.1 Standard Conditions of Tender	4
		T1.2.2 Tender Data (<i>applicable to this tender</i>)	4
		T1.2.3 Additional Conditions of Tender	11
	Part T2	RETURNABLE DOCUMENTS	Page
		T2.1 List of Returnable Documents	12
		T2.2 Returnable Schedules, Forms and Certificates	13

CONTRACT PART	Part C1	AGREEMENT AND CONTRACT DATA	Page
		C1.1 Form of Offer and Acceptance	
		C1.1.1 Offer	52
		C1.1.2 Acceptance	55
		C1.1.3 Schedule of Deviations	56
		C1.2 Contract Data	
		C1.2.1 Standard Conditions of Contract	57
		C1.2.2 Contract Data.....	57
		C1.2.3 Additional Conditions of Contract	58
	Part C2	PRICING DATA	Page
		C2.1 Pricing Assumptions / Instructions.....	64
		C2.2 Pricing Schedule (separate page numbering system)	66
	Part C3	SCOPE OF WORK	Page
		C3.1 Background.....	78
		C3.2 Employer's Objectives.....	78
		C3.3 Bid Information	78
		C3.4 Technical Specification	81
		C3.5 Annexures	94
		C3.5.1 Standard Conditions of Tender.....	96
		C3.5.2 Standard Professional Services Contract.....	97

PART T1: TENDERING PROCEDURES**T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for Professional Services to maintain High and Medium Voltage Underground Power Cables and Associated Equipment During a Thirty Six Month Period.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekwini Municipality as represented by: Deputy Head: HV Operations	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekwini Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekwini Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Eligibility	It is <u>estimated</u> that tenderers should have a CIDB contractor grading designation of 4 EP or higher . The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status <u>do not</u> apply.	F.2.1.1
Clarification Meeting	eThekwini Electricity, 11 Electron Road (off Umgeni Road), Building 10, Springfield, Durban, 4001 13 December 2024, 10h00	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Mlondolozzi Sosibo Tel: 031-322-1100 eMail: Mlondolozzi.sosibo@durban.gov.za	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 07 February 2025 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

Requirements for sealing, addressing, delivery, opening and assessment of tenders are further stated in the Tender Data

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

T1.2.2 TENDER DATA

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **HV Operations**

F.1.2 Tender documents: The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- 3) Drawings, issued separately from this document, or bound in Section C3.4 (as an Annexure).
- 4) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer's current (as at advertising date) Supply Chain Management Policy.
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - Any other eThekweni Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** or the **eThekweni Municipality's Website** at URLs:

- <https://www.etenders.gov.za/>

- <https://www.durban.gov.za/pages/business/procurement>

The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

F.1.4 Communication and employer's agent: The Employer's Agent's Representative is:

Mlondolozzi Sosibo

Tel: 031-322-1100

eMail: Mlondolozzi.sosibo@durban.gov.za

The Tenderer's contact details, as indicated in the Contract Data: Clause C1.2.2.2 "Data to Be Provided by Contractor", shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer.

F.2: TENDERER'S OBLIGATIONS

F.2.1.1 Eligibility: General

A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (b) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (c) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
 - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (d) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (e) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (f) The tenderer has not submitted, with this tender, a valid Letter of Good Standing from the Compensation Commissioner as proof of being registered and in good standing with the compensation fund. Reference is to be made to Returnable Document T2.2.13.
- (g) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable Documents" and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.

SCM Policy (Cl.14(4)) requires suppliers/ service providers/ contractors to be registered on the eThekweni Municipality Central Supplier Database or be in a position to be so before the award.

In the event of the Tenderer not being registered on the eThekweni Municipality's Central Supplier Database, the tenderer must register on the internet at www.durban.gov.za by following these links:

- Business
- Supply Chain Management (SCM)
- Accredited Supplier and Contractor's Database.

The following are to be noted:

- (a) The information for registration as in the possession of the eThekweni Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

F.2.1.2 Eligibility: CIDB

Only those tenderers who are registered (as "Active") with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **EP or higher** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

- (a) Every member of the joint venture is registered (as "Active") with the CIDB (at time of tender closing),
- (b) The lead partner has a contractor grading designation in the **EP or higher** class of construction work and has a grading designation of not lower than one level below the required grading designation, and
- (c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (2013) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **EP or higher** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

It should be noted that this contract is not part of a Targeted Development Programme (TDP). The CIDB provisions in relation to a Contractor's Potentially Emerging (PE) status do not apply.

F.2.2.2 The cost of the tender documents:

"Documents are to be obtained, free of charge, in electronic format, from the **National Treasury's eTenders website** or the **eThekweni Municipality's Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

F.2.6 Acknowledge addenda: Add the following paragraphs to the clause:

"Addenda will be published, in electronic format, on the websites specified in F.1.2. Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data."

"Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive."

- F.2.7 Clarification meeting:**
eThekwini Electricity, 11 Electron Road (off Umgeni Road), Building 10, Springfield, Durban, 4001
13 December 2024, 10h00

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in the name of the tendering entity. The Tenderer's representative(s) at the clarification meeting must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

- F.2.12 Alternative tender offers:** Alternative tender offers will be considered.

- F.2.13 Submitting a tender offer:** Submissions must be submitted on official submission documentation issued (in electronic format) by the eThekwini Municipality.

Identification details to be shown on each tender offer package are:

- Contract No. : **30649-5E**
- Contract Title : **Maintenance of High and Medium Voltage Underground Power Cables and Associated Equipment During a Thirty-Six Month Period.**

The Employer's address for delivery of tender offers is:

The Tender Box in the foyer of the Municipal Building
166 KE Masinga Road, Durban

Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email:
supplier.selfservice@durban.gov.za

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

- F.2.15 Closing time:** The closing time for delivery of tender offers is:

- Date : **Friday, 07 February 2025**
- Time : **11h00**

- F.2.16 Tender offer validity:** The Tender Offer validity period is 120 Days from the closing date for submission of tenders.

- F.2.23 Certificates:** Refer to **T2.1** for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

Tenderers are to include, at the back of their tender submission document, a printout of the required documents/ certificates.

The Form of Offer (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the Bill of Quantities (C2.2) are also required to be completed in full.

Tax Clearance

Reference is also to be made to returnable form T2.2.3: "Tax Compliance Status PIN/ Tax Clearance Certificate".

SARS has introduced a new Tax Compliance Status System. Tenderers must submit a **Tax Compliance Status PIN** (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This TCS PIN is to be entered on Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire". Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

Failure to comply will make the tender non-responsive.

Compensation Commissioner

Reference is also to be made to returnable form T2.2.13: "Eligibility: Registration with Compensation Commissioner".

The tenderer is to supply proof of being registered and in good standing with the compensation fund by submitting a valid **Letter of Good Standing** from the Compensation Commissioner.

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

Reference is also to be made to returnable form T2.2.14: "Eligibility: CSD Registration Report".

The entities (full) **CSD Registration Report**, obtained from the National Treasury Central Supplier Database, is to be included in the tender submission (<https://secure.csd.gov.za>).

Separate CSD Registration Reports are required for each entity in a Joint Venture.

CIDB Registration

Reference is also to be made to returnable form T2.2.15: "Eligibility: Verification of CIDB Registration and Status".

Registration with the CIDB must be reflected as "Active" at time of tender closing.

Tenderers are to include with their submission a printout of their **CIDB Registration**, obtained from the CIDB website (<https://registers.cidb.org.za/PublicContractors/ContractorSearch>).

The Joint Venture Grading Designation Calculator should be used when submitting as a Joint Venture (<https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc>).

The date of obtaining the CIDB printout(s) is to be indicated on the printout.

F.3: THE EMPLOYER'S UNDERTAKINGS

- F.3.1.1 Respond to requests from the tenderer:** Replace the words "five working days" with "three working days".
- F.3.2 Issue addenda:** Add the following paragraph: "Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2)."
- F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The ONLINE reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

F.3.11 Evaluation of Tender Offers:**Eligibility**

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in T1.2.2 Clause F.2.1. Tenderers not in compliance will be deemed non-responsive.

Preference Point System

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

Price Points

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

Preference Points

Reference is also to be made to T2.2.7: "MBD 6.1: Preference Points Claim".

The Preference Points (either 20 or 10) will be derived from points allocated/ claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**

Goal Weighting: 100%

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	Equals 0%	0	n/a
	Between 0% and 51%	4	n/a
	Greater or equal to 51% and less than 100%	7.5	n/a
	Equals 100%	10	n/a
Gender: Female (w2)	Equals 0%	0	n/a
	Between 0% and 51%	3.2	n/a
	Greater or equal to 51% and less than 100%	6	n/a
	Equals 100%	8	n/a
Disabilities (w3)	Equals 0%	0	n/a
	Between 0% and 51%	0.8	n/a
	Greater or equal to 51% and less than 100%	1.5	n/a
	Equals 100%	2	n/a
Maximum Goal Points:		20	n/a

The **Weightings** of the **Ownership Categories** will be:

- w1 = 50%, w2=40%, w3=10% (where: w1 + w2 + w3 = 100%)

Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)

- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).
- Agreement for a Consortium, Joint Venture, or Trust.

F.3.13 Acceptance of tender offer: In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- (a) The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- (b) The tenderer is **registered, and "Active", with the Construction Industry Development Board**, at time of tender closing, in an appropriate contractor grading designation.
- (c) The tenderer or any of its directors/shareholders is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (d) The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect.
- (e) The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- (f) The tenderer is **registered and in good standing with the compensation fund or with a licensed compensation insurer**.
- (g) The Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the **necessary competencies and resources to carry out the work safely**.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The municipality has a firm intention to proceed with the work, subject to funding being identified. Notwithstanding clause F.1.1.3 of the Standard Conditions of Tender, the municipality reserves the right to award or not award the tender based on the municipalities available budget.

F.3.15 Complete adjudicator's contract: Refer to the General Conditions of Contract and the Contract Data.

F.3.17 Copies of contract: The number of paper copies of the signed contract to be provided by the Employer is ONE (1).

Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email:

supplier.selfservice@durban.gov.za

T1.2.3 ADDITIONAL CONDITIONS OF TENDER**T1.2.3.1 Appeals**

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager
Attention Ms S. Pillay eMail: Simone.Pillay@durban.gov.za
P O Box 1394
DURBAN, 4000

T1.2.3.2 Prohibition on awards to persons in the service of the state

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity 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 a 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 a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

T1.2.3.3 Code of Conduct and Local Labour

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- Code of Conduct;
- The Use of CLOs and Local Labour.

T1.2.3.5 Acknowledge addenda

"Acknowledgement of receipt will be by the return of the relevant completed and signed portion of the addenda, to the address / fax number / email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive."

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed as required.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	14
T2.2.2	Certificate of Attendance at Clarification Meeting	16
T2.2.3	Tax Compliance Status PIN.....	17
T2.2.4	Contractor's Health and Safety Declaration.....	18
T2.2.5	MBD 4: Declaration of Interest	20
T2.2.6	MBD 5: Declaration for Procurement Above R10 Million	22
T2.2.7	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	23
T2.2.8	MBD 8: Declaration of Bidder's Past SCM Practices	26
T2.2.9	MBD 9: Certificate of Independent Bid Determination	28
T2.2.10	Joint Venture Agreements (if applicable)	31
T2.2.11	Record of Addenda to Tender Documents (if applicable).....	32

Eligibility

T2.2.12	Eligibility: Declaration of Municipal Fees	33
T2.2.13	Eligibility: Registration with Compensation Commissioner	34
T2.2.14	Eligibility: CSD Registration Report	35
T2.2.15	Eligibility: Verification of CIDB Registration and Status	36

Technical Evaluation

T2.2.16	Administration and Storage Facilities	37
T2.2.17	Details of Key Staff	38
T2.2.18	Plant and Equipment Owned by Tenderer.....	41
T2.2.19	Tenderer's Job Commencement and Guarantees	46
T2.2.20	Safety plan: occupational health and safety plan	47
T2.2.21	Construction Industry Development board (cidb) Grading.....	48
T2.2.22	Security Measures.....	49
T2.2.23	Amendments, Qualifications And Alternatives.....	50

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [14](#) to [32](#).

NOTE

The **Form of Offer** (C1.1.1), The **Data to be Provided by Contractor** (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be completed by the tenderer.

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Complete or Circle Applicable
1.1	Name of enterprise	
1.2	Name of enterprise's representative	
1.3	ID Number of enterprise's representative	
1.4	Position enterprise's representative occupies in the enterprise	
1.5	National Treasury Central Supplier Database Registration number	MAAA
1.6	eThekwini Supplier Database: Reference number (PR), if any:	PR
1.7	VAT registration number, if any:	
1.8	CIDB registration number, if any:	
1.9	Department of Labour: Registration number	
1.10	Department of Labour: Letter of Good Standing Certificate number	
2.0	Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)	
	Full Name	Identity No.
2.1		
2.2		
2.3		
2.4		
3.0	Particulars of companies and close corporations	
3.1	Company registration number, if applicable:	
3.2	Close corporation number, if applicable:	
3.3	Tax Reference number, if any:	
3.4	South African Revenue Service: Tax Compliance Status PIN:	

4.0 Record in the service of the state (Insert on a separate page if necessary)

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| ☐ a member of any municipal council | ☐ a member of any provincial legislature |
| ☐ an official of any municipality or municipal entity | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ a member of the National Assembly or the National Council of Province |
| ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | ☐ an employee of Parliament or a provincial legislature |

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 mths

5.0 Record of spouses, children and parents in the service of the state (Insert on a separate page if necessary)

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| ☐ a member of any municipal council | ☐ a member of any provincial legislature |
| ☐ an official of any municipality or municipal entity | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the board of directors of any municipal entity | ☐ a member of the National Assembly or the National Council of Province |
| ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) | ☐ an employee of Parliament or a provincial legislature |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 mths

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order.
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

Reference is to be made to Clauses F.2.1(c) and F.2.7 of the Tender Data.

This is to certify that:

(entity name):

of (address):

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN

Reference is to be made to Clauses F.2.23 and F.3.13(a) of the Tender Data.

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered under item 3.4 on form **T2.2.1: Compulsory Enterprise Questionnaire**.

Tenderers are to include, at the back of their submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission non-responsive.

I, the undersigned, who warrants that they are authorised to sign on behalf of the entity, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation has been included in the submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

If Functionality is applicable as part of tender evaluation, reference is to be made to Clause F3.11.9 of the of the Conditions of Tender.

Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

In terms of Clause 5(1)(h) of the OHS 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS 1993 Construction Regulations 2014.

To that effect, a person duly authorised by the tenderer, must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

- 1 I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS 1993 Construction Regulations 2014.
- 2 I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- 3 I propose to achieve compliance with the Regulations by one of the following **(Tenderers are to Circle Applicable - Yes or No)**:

(a) From my own competent resources as detailed in 4(a) hereafter.

(b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:

(c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

Circle Applicable	
Yes	NO
Yes	NO
YES	NO

- 4 Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

- (i) By whom will training be provided?
(ii) When will training be undertaken?
(iii) Positions to be filled by persons to be trained or hired:

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

- Name of proposed subcontractor:
Qualifications or details of competency of the subcontractor:

- 5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.
- 6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.
- 7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.
- 8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHSA 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.5 MBD 4: DECLARATION OF INTEREST

MSCM Regulations: “**in the service of the state**” means to be:

- (a) a member of:
 - (i) any municipal council.
 - (ii) any provincial legislature.
 - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise.
- (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.

- 1 No bid will be accepted from persons **in the service of the state**¹.
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- | | |
|--|---------------------------------|
| 3.1 Name of enterprise | Complete T2.2.1 Item 1.1 |
| Name of enterprise’s representative | Complete T2.2.1 Item 1.2 |
| 3.2 ID Number of enterprise’s representative | Complete T2.2.1 Item 1.3 |
| 3.3 Position enterprise’s representative occupies in the enterprise | Complete T2.2.1 Item 1.4 |
| 3.4 Company Registration number | Complete T2.2.1 Item 3.1 or 3.2 |
| 3.5 Tax Reference number | Complete T2.2.1 Item 3.3 |
| 3.6 VAT registration number | Complete T2.2.1 Item 1.7 |
| 3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted. | |

- 3.8 Are you presently in the service of the state?

Circle Applicable	
YES	NO

If yes, furnish particulars:

- 3.9 Have you been in the service of the state for the past twelve months?

YES	NO
-----	----

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

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

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

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

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

If yes, furnish particulars:

.....

- 4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 MBD 5: 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.

Circle Applicable	
YES	NO
1.0 Are you by law required to prepare annual financial statements for auditing? 1.1 If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? 2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. 2.2 If YES, provide particulars. 	
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? 3.1 If YES, provide particulars. 	
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? 4.1 If YES, provide particulars. 	

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.7 MBD 6.1: PREFERENCE POINTS CLAIM
In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

Reference is to be made to Clause F.3.11 of the Tender Data.

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

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

1.0 GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 (price) and 20 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.

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

2.0 DEFINITIONS

2.1 **“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.

2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality 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 Municipality and a third party that produces revenue for the Municipality, 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.

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below.Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	10	n/a		n/a
Ownership Goal: Gender (female)	8	n/a		n/a
Ownership Goal: Disabilities	2	n/a		n/a
Total CLAIMED Points (20 Maximum)				n/a

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.8 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- a) abused the 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

- 4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide 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 YES, provide 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 YES, provide 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 YES, provide 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

4.5.1 If YES, provide particulars.

.....

.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

T2.2.9 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

- 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.
- 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.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 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.
- 4.0 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**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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:

(Name of Bidder)

that:

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.
 - (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.
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.10 JOINT VENTURES AGREEMENTS

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.11 RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD.No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.
It is also confirmed that the requirements, as stated on the Addenda, have been complied with.*

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 ELIGIBILITY: DECLARATION OF MUNICIPAL FEES

Reference is to be made to Clause F.2.1(f)(ii) of the Tender Data.

I, the undersigned, do hereby declare that the Municipal fees of:

.....
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number: to be completed by tenderer</u>											
Consolidated Account												
Electricity												
Water												
Rates												
JSB Levies												
Other												

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the tenderer's place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

Tenderers are to include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission non-responsive.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13 ELIGIBILITY: REGISTRATION WITH COMPENSATION COMMISSIONER

Reference is to be made to Clause F.2.1(f)(i) of the Tender Data.

The Occupational Injuries and Diseases Act (130 of 1993 as amended) (the Act) refers. A summary of the pertinent Clauses are listed below. The act is to be referenced for the full text of the clauses.

Clause 80: Employer to register with commissioner and furnish him with particulars

The Act requires that an Employer carrying out business in the Republic to register with the Compensation Commissioner. Any person who fails to comply with the provisions of the this clause is guilty of an offence.

Clause 82: Employer to furnish returns of earnings

The Act requires an Employer to furnish the commissioner with a return showing:

- The amount of earnings paid by him to his employees.
- Any further information as may be prescribed or as the commissioner may require.

Any Employer who fails to comply with the provisions of the this clause is guilty of an offence.

Clause 86: Assessment to be paid by an employer to commissioner

The Act states that an Employer will receive notices of assessment from the commissioner. The Employer must pay the commissioner the assessment amount on the notices.

Clause 89: Mandators and contractors

The Act requires a contractor (a person with a contract with a mandator) to register as an Employer in accordance with the provisions of the Act and pay the necessary assessments. Failing registration or payment of assessments, the mandator is required to pay the assessments in respect of the employees of the contractor. The mandator is allowed to recover the assessment amounts paid from the contractor.

The Department of labour issues contractors with a **Letter of Good Standing** if the contractor has complied with the requirement(s) of the Act and is in "good standing" with the Compensation Fund. Employers can check the validity of such Letters of Good Standing on the internet (<https://cfoonline.labour.gov.za/VerifyLOGS>).

Tenderers are to include, at the back of their tender submission document, a printout of their most recent Letter of Good Standing from the Department of Labour.

Failure to include the required document will make the tender submission non-responsive.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 ELIGIBILITY: CSD REGISTRATION REPORT

Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

The Conditions of Tender, Clause F.2.1: Eligibility, requires a tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury's CSD website at <https://secure.csd.gov.za/Account/Login>.

The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

 CENTRAL SUPPLIER DATABASE FOR GOVERNMENT	Report Date:	
	Report Ran By:	
CSD REGISTRATION REPORT		
SUPPLIER IDENTIFICATION		
Supplier number		Have Bank Account
Is supplier active?		Total annual turnover
Supplier type		Financial year start date
Supplier sub-type		Registration date
Legal name		Created by
Trading name		Created date
Identification type		Edit by
Government breakdown		Edit date
Business status		Restricted Supplier
Country of origin		Restriction Last Verification Date
South African company/CC registration number		

Tenderers are to include, at the back of their tender submission document, a printout of their (full) CSD Registration Report.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.15 ELIGIBILITY: VERIFICATION OF CIDB REGISTRATION AND STATUS

Reference is to be made to Clause F.2.1.1 and F.2.23 of the Tender Data.

The Conditions of Tender, **Clause F.2.1.1: Eligibility**, requires a tenderer to be registered, as "Active", with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. The required class of construction work is specified in Clause F.2.1.1.

CIDB Registrations can be obtained from the CIDB website at <https://registers.cidb.org.za/PublicContractors/ContractorSearch>. The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

Home

Contractor Detail Print

Contractor Detail

CRS Number: Type of Enterprise:

Contractor Name: Registration Date:

Trading Name: Expiry Date:

Status:

Contractor Grades

Grade:

Back

Copyright © cidb 2011. All rights reserved
[Website technical enquires contact](#)

01/01/2017

Tenderers are to include, at the back of their tender submission document, a printout of their registration with the CIDB.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.16 ADMINISTRATION AND STORAGE FACILITIES

The Tenderer shall include details of administration offices as well as details of storage facilities which are based in the eThekwinini region. During the bids evaluation, eThekwinini shall conduct site visits to assess the condition of the storage facilities. Failure to submit any details or to complete this form shall result in the disqualification of the bid. Refer to section C3.4.18 of the scope of work.

Details of Administration Office

Details of Site Offices and Storage Facilities

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):**Date****SIGNATURE:**

T2.2.17 DETAILS OF KEY STAFF**Supervisor**

Details of the Supervisor shall be included in this schedule. Refer to section C3.4.5 of the scope of work for the minimum experience of the Supervisor for each of the Items of the contract. Failure to complete this form shall result in the invalidation of the bid.

The Tenderer intends using the following person as a Supervisor should he be awarded the contract for Item(s): _____

Item	Supervisor		
1	Full Name:	I.D No.:	
2	Qualification/s and year completed:		
3	Designation within your company:		
4	Office telephone number:	Cell phone number:	
5	Has the Supervisor completed eThekweni Electricity's Safety Rules Course?	YES	NO
6	Number of years of experience in a supervisory capacity?		
7	Is the Supervisor based in the eThekweni Region?		
8	Details of the previous company for whom the Supervisor worked as Supervisor.		
	Company:	Year performed:	
	Contact person:	Telephone number:	
9	Outline of recent assignments/experience that have a bearing on the scope of work.		

Note: Should the Tenderer have more than one Supervisor to be used under this contract, a copy of this page should be completed and submitted for all other Supervisors. Should the Supervisor/s be changed after submitting, a notice in writing must be submitted.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation has been included in the tender submission.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.17 DETAILS OF KEY STAFF (continued)**Electrician**

Details of the Electrician/s shall be included in this schedule. Refer to section C3.4.5 of the scope of work for the minimum experience requirements of the Electrician for each of the Items of the contract. Failure to complete this form shall result in the invalidation of the bid.

The Tenderer intends using the following person as an Electrician should he be awarded the contract for Item(s): _____

Item	Electrician
1	Full Name: _____ I.D No.: _____
2	Qualification/s and year completed: _____
3	Designation within your company: _____
4	Office telephone number: _____ Cell phone number: _____
5	Has the Electrician completed eThekweni Electricity's Safety Rules Course? YES NO
6	Number of years of experience in a medium and high voltage UGM Electrician/Jointer? _____
7	Is the Electrician based in the eThekweni Region? _____
8	Details of the previous company for whom the Electrician worked for as a UGM Electrician/Jointer
	Company: _____ Year performed: _____
	Contact person: _____ Telephone number: _____

9	Outline of recent assignments/experience that have a bearing on the scope of work.

Note: Should the Tenderer have more than one Electrician to be used under this contract, a copy of this page should be completed and submitted for all other Electricians. Should the Electrician/s be changed after submitting, a notice in writing must be submitted.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation has been included in the tender submission.

NAME (Block Capitals): _____

Date _____

SIGNATURE: _____

T2.2.17 DETAILS OF KEY STAFF (continued)**Oil Plant Operator**

Details of the Oil Plant Operator shall be included in this schedule. Refer to section C3.4.5 of the scope of work for the minimum experience requirements of the Oil Plant Operator for the relevant Items of the contract. Failure to complete this form in full shall result in the invalidation of the bid.

The Tenderer intends using the following person as an Oil Plant Operator should he be awarded the contract:

Item	Oil Plant Operator
1	Full Name: I.D No.:
2	Qualification/s and year completed:
3	Designation within your company:
4	Office telephone number: Cell phone number:
5	Number of years of experience in a medium and high voltage Oil Plant Operator?
6	Details of the previous company for whom the Oil Plant Operator worked for.
	Company: Year performed:
	Contact person: Telephone number:
7	Is the Oil Plant Operator based in the eThekweni region?
8	Outline of recent assignments/experience that have a bearing on the scope of work.

Note: Should the Tenderer have more than one Oil Plant Operator to be used under this contract, a copy of this page should be completed and submitted for all Oil Plant Operators. Should the Oil Plant Operator/s be changed after submitting, a notice in writing must be submitted.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.18 PLANT AND EQUIPMENT OWNED BY TENDERER

Tenderers shall note that a minimum level of plant and equipment will be a pre-requisite for qualification under this bid enquiry as according to the scope of work. Accordingly, all Tenderers shall schedule such assets, clearly identifying the size, capacity, type, etc. Refer to sections C3.4.3 of the scope of work.

The Tenderer shall list the plant and equipment owned by him and which he intends to use during the course of the contract using the forms below. The minimum requirements of eThekwini Electricity for equipment to be owned by the Tenderer are listed in the table below. Failure to meet the minimum equipment requirements shall result in the rejection of the offer for the Item that the plant and equipment pertains to. The condition as well as the maintenance records (where applicable) of the plant and equipment owned by the Tenderer shall be assessed by the Engineer. Failure to complete any of the forms below will result in the disqualification of the bid.

Minimum Requirements of Equipment Owned by Tenderer

Items of Plant and Equipment	eThekwini's Minimum Requirements	Pertaining to:	Tenderers Offer
Specialised Tools			
HP Oil Trailer	1	Items that constitute fluid-filled joints and terminations.	
LP Oil Trailer	1		
Oil Flow Raters	2		
Vacuum Gear	1		
Pressure And Vacuum Manometers	2		
XLPE Striping Tools	1 Scoring tool for 11 kV loop cables	Items that constitute XLPE joints and terminations.	
	1 Semi-conductor stripping tool for 132 kV cables		
Connector Mounting Tool (Hydraulic and Mechanical).	1	Items that constitute XLPE joints, terminations and plug in terminations.	
Serving Test Set	2	Item 13	
Serving Fault Location Test Set	2		
General Tools			
1,5 kVA, 220 V generator with portable earth leakage and water pump	1	All Items	
Allen keys set	2		
Wire brush	2		
Paint brush	2		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.18 PLANT AND EQUIPMENT OWNED BY TENDERER (continued)

Items of Plant and Equipment	eThekwini's Minimum Requirements	Pertaining to:	Tenderers Offer
Water Buckets	2	All Items	
Inside Calipers	1		
Outside Large Calipers	1		
Cleaning tool	1		
Crimping Tools & Dies (Large & Small)	1		
Oil Dish	2	Items that constitute fluid-filled joints and terminations.	
Twist Drills Set	1	All Items	
Files Flat	1		
Files Half Round	1		
Files Round	1		
Fish	1		
Funnel Small	1	Items that constitute fluid-filled joints and terminations.	
Goggles	1 for each team member	All Items	
Hacksaw Frame Large	1		
Handigas Cyl. 9 kg	1		
Handigas Hoses	2		
Handigas Lighter	1		
Handigas Regulator	1		
Handigas Stoves	1	Items that constitute fluid-filled joints and terminations as well as gas-filled joints and terminations	
Handigas Torch Burners	1	All Items	
Handigas Torch Wiping	1		
Knife Cobblers	2		
Knife Hack	2		
Metal Ladles	1		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.18 PLANT AND EQUIPMENT OWNED BY TENDERER (continued)

Items of Plant and Equipment	eThekwini's Minimum Requirements	Pertaining to:	Tenderers Offer
Danger Lamps	4	All Items	
Mirror	1		
Oil Can	1	Items that constitute fluid-filled joints and terminations.	
Oil Stone	1	Items that constitute fluid-filled joints and terminations.	
Orange road cones	10	All Items	
Ruler (Gas)	1		
Ruler(Wood) 1 m	1		
Rope Hemp 30 m	1		
Solder Iron Large	2		
Small Solder Iron	2		
Large Gas Solder Iron	2		
Small Gas Solder Iron I	2		
Lead Scraper	2		
Scriber	1		
Square	1		
Snips Tin	1		
Road Signs	10 various applicable road signs		
Scaffolding	5 m high		
Metal Ladder	1		
Ladder 2,4 m	1		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.18 PLANT AND EQUIPMENT OWNED BY TENDERER (continued)

Items of Plant and Equipment	eThekwini's Minimum Requirements	Pertaining to:	Tenderers Offer
Water Buckets	2	All Items	
Inside Calipers	1		
Outside Large Calipers	1		
Cleaning tool	1		
Crimping Tools & Dies (Large & Small)	1		
Oil Dish	2	Items that constitute fluid-filled joints and terminations.	
Twist Drills Set	1	All Items	
Files Flat	1		
Files Half Round	1		
Files Round	1		
Fish	1		
Funnel Small	1	Items that constitute fluid-filled joints and terminations.	
Goggles	1 for each team member	All Items	
Hacksaw Frame Large	1		
Handigas Cyl. 9 kg	1		
Handigas Hoses	2		
Handigas Lighter	1		
Handigas Regulator	1		
Handigas Stoves	1	Items that constitute fluid-filled joints and terminations as well as gas-filled joints and terminations	
Handigas Torch Burners	1	All Items	
Handigas Torch Wiping	1		
Knife Cobblers	2		
Knife Hack	2		
Metal Ladles	1		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.18 PLANT AND EQUIPMENT OWNED BY TENDERER (continued)

Items of Plant and Equipment	eThekwini's Minimum Requirements	Pertaining to:	Tenderers Offer
Danger Lamps	4	All Items	
Mirror	1		
Oil Can	1	Items that constitute fluid-filled joints and terminations.	
Oil Stone	1	Items that constitute fluid-filled joints and terminations.	
Orange road cones	10	All Items	
Ruler (Gas)	1		
Ruler(Wood) 1 m	1		
Rope Hemp 30 m	1		
Solder Iron Large	2		
Small Solder Iron	2		
Large Gas Solder Iron	2		
Small Gas Solder Iron I	2		
Lead Scraper	2		
Scriber	1		
Square	1		
Snips Tin	1		
Road Signs	10 various applicable road signs		
Scaffolding	5 m high		
Metal Ladder	1		
Ladder 2,4 m	1		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.19 TENDERER'S JOB COMMENCEMENT AND GUARANTEES

The Tenderer is required to complete this form in full. Failure to complete this form shall result in the invalidation of the bid.

The Tenderer must complete and submit the following:

1. TENDERER'S GUARANTEE:

Minimum period of notice required for each particular job to commence on site _____ hours.
Refer to Clause C3.4.19.

2. MINIMUM WAGE RATES:

Do you comply with the minimum wage rates laid down by your Industries?

YES/NO *

3. REGISTRATION:

Are you registered with:

- i) Electrical Industrial Council - Yes/No*
- ii) Electrical Tenderers Association - Yes/No*
- iii) Electrical Tenderers Board – Yes/No*

* Delete that which is not applicable.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.20 SAFETY PLAN: OCCUPATIONAL HEALTH AND SAFETY PLAN

It is a requirement of this contract, that a Safety Plan, in accordance with eThekweni Electricity's Safety Rules and the Occupational Health and Safety Act (ACT 85 OF 1993) as amended, be submitted with this bid. The Safety Plan shall provide for the procedures and equipment necessary to undertake the scope of work specified in the tender document, in all aspects.

The Tenderer shall provide and demonstrate to eThekweni Electricity a suitable and sufficiently documented health and safety plan, which will be applied from the date of commencement and for the duration of the construction work.

Failure to provide this Safety Plan, would render the submitted bid, technically non-compliant.

Tenderers to take special note of the known risks e.g. danger to human and animal life, traffic while working on public roads etc.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.21 CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADING

It is a requirement that only those Tenderers who are registered with the CIDB, in a Tenderer grading designation equal to or higher than 4EP at the time of tender closing are eligible to submit bids. The CIDB status shall be **active** at the time of tender closing.

Please complete the form below. Failure to furnish details shall result in the bid being rejected.

No	Question	Answer	
1	Is your company registered with the CIDB?	Yes	No
2	If Yes, Class of registration		
3	CRS Number		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.22 SECURITY MEASURESAreas subject to Sporadic Violence

Signature of this schedule shall indicate that the Tenderer is aware that this Contract is to be carried out in areas which may be subject to sporadic violence and vehicle hi-jackings and that the Tenderer is willing to undertake this work without procrastination. Where the Municipality in its own discretion deems necessary, security guards shall be provided by eThekweni Electricity.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):**Date****SIGNATURE:**

T2.2.23 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below :

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes:

- (1) Amendments to the General and Special Conditions of Contract are not acceptable;**
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.**

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes:

- (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.**
- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.**
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.**

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Notes:

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):**Date****SIGNATURE:**

PART C1: AGREEMENT AND CONTRACT DATA**C1.1: FORM OF OFFER AND ACCEPTANCE****C1.1.1: OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Contract No: **30649-5E**

Contract Title: **Maintenance of High and Medium Voltage Underground Power Cables and Associated Equipment During a Thirty-Six Month Period.**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

*** The offered total of the prices inclusive of Value Added Tax is:**

Item 1

R..... (In words
.....)

Item 2

R..... (In words
.....)

Item 3

R..... (In words
.....)

Item 4

R..... (In words
.....)

Item 5

R..... (In words
.....)

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

C1.1.1: OFFER (Continued)**Item 6**

R..... (In words
.....)

Item 7

R..... (In words
.....)

Item 8

R..... (In words
.....)

Item 9

R..... (In words
.....)

Item 10

R..... (In words
.....)

Item 11

R..... (In words
.....)

Item 12

R..... (In words
.....)

Item 13

R..... (In words
.....)

NAME : (Block Capitals)

SIGNATURE : DATE:
(of person authorised to sign on behalf of the Tenderer)

C1.1.1 : OFFER (Concluded)**Item 14**

R..... (In words
.....)

Item 15

R..... (In words
.....)

Item 16

R..... (In words
.....)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

* **Name of Tenderer** (organisation) :

* **Signature** (of person authorized to sign the tender) :

* **Name** (of signatory in capitals) :

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

* Indicates what information is mandatory.

Failure to complete the mandatory information and sign this form will invalidate the tender.

C1.1: FORM OF OFFER AND ACCEPTANCE**C1.1.2: FORM OF ACCEPTANCE****This Form will be completed by the Employer**

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature (*person authorized to sign the acceptance*) :

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1: FORM OF OFFER AND ACCEPTANCE
C1.1.3: SCHEDULE OF DEVIATIONS

This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER

1. **Subject** :
- Details** :
- :
2. **Subject** :
- Details** :
- :
3. **Subject** :
- Details** :
- :

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER

FOR THE EMPLOYER

.....	Signature	
.....	Name (<i>in capitals</i>)	
.....	Capacity	
.....	Name and Address of	
.....	Organisation	
.....		
.....		
.....	Witness Signature	
.....	Witness Name	
.....	Date	

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the Standard Professional Services Contract (Third edition: July 2009) published by the Construction Industry Development Board. (see www.cidb.co.za - copied for ease of reference in C4.2).

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the Standard Professional Services Contract, to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the Standard Professional Services Contract to which it mainly applies.

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

1.1.1.15 The Employer is the eThekweni Municipality as represented by:
Deputy Head: **HV Operations**

1.1.1.16 The **name of the Employer's Agent** is **Mlondolozzi Sosibo**

1.2.1.2 The address of the Employer' Agent is:

Physical: **eThekweni Electricity, 11 Electron Road (off Umgeni Road), Building 10, Springfield, Durban, 4001**

Telephone: **031 322 1100**

Fax: **N/A**

E-Mail: **mlondolozzi.sosibo@durban.gov.za**

1.1.1.26 The Project is : **30649-5E**

: Maintenance of High and Medium Voltage Underground Power Cables and Associated Equipment During a Thirty-Six Month Period.

Period of Performance : **36 Months**

Start Date : **On issue of letter of award**

3.4.1 Communications by e-mail is permitted.

3.5 The location for the performance of the Project is: **eThekweni Electricity area of supply.**

3.6 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.

3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

3.12 The penalty per Day payable is: **5% of the work order estimate** subject to a maximum amount of **35 % of the work order estimate.**

3.16 The time-based fees shall not be adjusted for inflation.

- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **Third Party**
 Cover is : **R 1 500 000,00**
 Period of cover : **from the date of commencement of the contract until the expiration of the contract period.**
2. Insurance against : **Material Loss or Damage**
 Cover is : **R 500 000,00**
 Period of cover : **from the date of commencement of the contract until the expiration of the contract period.**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **1 Day** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when: **a period of 36 months has passed from the date that the contract became effective.**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **Two months.**
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer.**
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Mediation.**
- 12.2/3 Final settlement is by **Arbitration.**
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by :
Association of Arbitrators .
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by:
Association of Arbitrators.
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 2 000 000,00.**
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **36 months** from the date of termination or completion of the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

C1.2.3.1 **PERFORMANCE MONITORING OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Service Provider shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

C1.2.3.2 **RETENTION**

For consultant services in respect of construction contracts, 10% retention will be applied until the provision and acceptance of the final 'as-built' drawings.

C1.2.3.3 **EMPOWERMENT INITIATIVE**

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 10% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to persons who are > or = **51% black** owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The penalty for not achieving the specified CPG will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% of CPG not achieved.

C1.2.3.4 **DRAWINGS AND DOCUMENTATION**

All drawings and/or documentation submitted shall become the property of eThekweni Municipality.

C1.2.3.5 **CONTROL AND SAFE-KEEPING OF MATERIALS**

C1.2.3.5.1 In the course of execution of projects as envisaged under the scope of work, all materials will be provided by eThekweni Electricity and issued to the Tenderer as and when required. Liability for collection, safe-keeping, proper and appropriate use and return to Materials Management Department's Springfield Store of such material shall rest with the Tenderer and any shortfall in the quantities so utilised, or any damage sustained whilst in the possession of the Tenderer, shall be charged to the account of the Tenderer at full replacement value, plus a 20% handling charge.

C1.2.3.5.2 Tenderers shall note that quantities of materials which cannot be accounted for will result in payment(s) being withheld/delayed and/or where appropriate and at the sole discretion of the Head Electricity, deductions in the amount of the replacement value, plus a 20% handling charge being debited against such payments.

C1.2.3.5.3 Materials supplied by eThekweni Electricity and issued to the Tenderer shall always remain the property of eThekweni Electricity, irrespective of whether the Tenderer has been charged, and paid for the material or not. In the event of the Tenderer being charged for missing material, and subsequently returning the same to the Materials Management Stores, his account will be credited by the value of the average cost of the material. eThekweni Electricity issued material shall only be used on eThekweni Electricity Projects.

C1.2.3.5.4 Materials will only be released to the Tenderer against his signature acknowledging receipt.

C1.2.3.5.5 Materials consumed must be reconciled prior to claims for payment being processed.

C1.2.3.5.6 No Tenderer is permitted to dispose of any material or equipment that is supplied or owned by the eThekweni Electricity, irrespective whether new, used or to be scrapped.

C1.2.3.6 CARE OF WORKS AND RESPONSIBILITY OF TENDERER

The Tenderer shall take every responsibility for the proper maintenance of the Works and, shall, at his own cost, repair and make good any damage, loss or injury from any cause whatsoever to the Works or any part thereof arising from his failure to do so.

C1.2.3.7 CARE AND PREVENT DAMAGE

The Tenderer shall be responsible for any claims arising during execution of the Contract whether in favour of the Employer or Third Parties, for loss or damage which arises directly or indirectly from his poor workmanship, negligence or negligent omission or as consequence of his method of execution of the Contract.

C1.2.3.8 ACCIDENTS

In addition to the statutory obligations, the Tenderer shall immediately report to the Head: eThekweni Electricity all accidents and all abnormal situations and occurrences affecting the Works or the execution of this Contract, whether or not such accidents are in respect of damage to the Works, or persons, property or things. If required by the Head: eThekweni Electricity, the report shall be in writing and shall contain full details of the occurrence. The Head: eThekweni Electricity shall have the right to make all and any enquiries, either on site of the Works or elsewhere, as to the cause and results of such accidents, situations or occurrences and the Tenderer shall give the Senior Manager: HV Cables or his/her representative, full facilities for carrying out of such enquiries.

C1.2.3.9 PROTECTION OF WORKS AND INJURY TO PERSONS

The Tenderer shall, at his own expense, take all precautions requisite for the protection of life and property on, and about, and shall indemnify, and keep indemnified, eThekweni Electricity against losses, claims, demands, proceedings, damages, costs, charges and expenses of whatsoever nature, howsoever arising, in respect of injury to, or death or loss of, or damage to, any property or person at any time during the currency of the Contract.

C1.2.3.10 Occupation Health and Safety Act 1993

The Tenderer shall comply with:

- a) The Occupation Health and Safety Act, 1993 and all Regulations made thereunder; and
- b) All eThekweni Electricity Safety Rules and System Operating Regulations.

The Tenderer acknowledges that he is fully aware of the requirement of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The Tenderer undertakes not to do, or not to allow anything to be done which will contravene any of the provisions on the Act, Regulations, Safety Rules and System Operating Regulations.

The Tenderer shall appoint a person who will liaise with the Senior Manager: HV Cables or his/her representative, on all relevant safety issues.

eThekwini Electricity may, at any stage during the currency of this agreement, be entitled to:

- a) Do safety audits at the Tenderer's work-places and on its employees; and
- b) Refuse any employee access to its premises if such person has been found to commit any unlawful act or unsafe working practice or is found to be not authorised or qualified in terms of the Act.

C1.2.3.11 EXECUTION OF WORK

All the Works under this Contract shall be executed to the full satisfaction of the Senior Manager: HV Cables or his/her representative and be carried out in strict accordance with the contract documents. No alterations or departure from the terms of this contract shall in any way be made without the written order of the Senior Manager: HV Cables or his/her representative. The decision of the Senior Manager: HV Cables or his/her representative, shall be binding on the Tenderer, without appeal, on all matters relating to the quality of workmanship.

C1.2.3.12 TESTS

At the conclusion of any routine or special work the Tenderer shall perform any tests called for by the Senior Manager: HV Cables or his/her representative to verify the work done, but completion of such tests will not absolve the Tenderer from responsibility for subsequent defective operation of the equipment and machinery due to poor workmanship or oversight.

C1.2.3.13 GUARANTEE

A guarantee of three (3) years is applicable to all work carried out by the Tenderer.

C1.2.3.14 HOURS OF WORK

Work shall be carried out only at times as directed by the Senior Manager: HV Cables. Normal working hours are 07h30 to 16h00 Mondays to Fridays. Lunch break 12h00 to 12h30. When authority for work to be performed outside normal hours of work has been granted, the Tenderer will be compensated 1,5 times the labour rate on weekdays (Monday to Saturday) and 2,0 times the labour rate on Sundays and Public Holidays for the number of hours worked.

C1.2.3.15 ADDITIONAL WORK

Any additional work or service outside the scope of this contract must be approved by the Senior Manager: HV Cables or his/her representative, or his/her duly authorised representative, before commencement and any costs therefore shall be agreed upon prior to any work being carried out. Such permission shall be in the form of a Service Order.

C1.2.3.16 ACCOMMODATION

No accommodation will be provided by eThekwini Electricity for the Tenderer's employees and all costs for such accommodation must be borne by the Tenderer.

C1.2.3.17 TRAINING

EThekwini Electricity shall facilitate technical and safety training. All costs associated with training shall be borne by the Tenderer.

C1.2.3.18 SECURITY ARRANGEMENTS

The Tenderer shall be obliged to abide by all security arrangements and site regulations in force, at any substation he is required to work at. The Tenderer shall similarly ensure that his staff abide by such regulations and arrangements.

C1.2.3.19 PAST PERFORMANCE

Tenderers who have failed to perform satisfactorily over the past three years may be precluded from consideration under this enquiry. In particular, Tenderers who have failed to meet project completion dates through their own inabilities, performed work outside the scope of the Department's Codes of Practice notwithstanding obligation to comply therewith, or failed to keep good and proper control of materials, may be disqualified from the adjudication process.

C1.2.3.20 TENDERER TO NOTE AND COMPLY WITH THE FOLLOWING:

- a) EThekwini Electricity has the right to have any of the Tenderers personnel removed off site without cancelling the contract if, in eThekwini Electricity's opinion, it is warranted.
- b) EThekwini Electricity reserves the right to request disciplinary/corrective action if, and when required.
- c) The Tenderer shall operate under the direction and instructions of the Senior Manager: HV Cables or his/her representative or such person(s) as may be appointed by him.
- d) The Tenderer shall transport his staff to, and from, site.
- e) The Tenderer shall comply with all local and statutory labour laws and agreements and adhere to the present minimum labour rate.
- f) The Tenderer shall similarly ensure that his staff abide by such regulations and regulations.
- g) The Tenderer shall maintain a high standard of workmanship expected by eThekwini Electricity and shall comply with any quality assurance and quality procedure implemented by eThekwini Electricity.
- h) The Tenderer shall provide all safety apparel, safety equipment and cleaning materials.

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

Ref / Clause Number	Data
---------------------------	------

1 The Service
Provider is:

.....

Address:

.....

.....

Telephone: Fax :

5.3 The authorised and designated representative of the Service Provider is:

Name :

The address for receipt of communications is:

Address:

.....

.....

Telephone: Fax :

E-Mail:

5.5 &
7.1.2 The Key Persons and their jobs / functions in relation to the
services are:

Name:

Specific Duties:

Name:

Specific Duties:

PART C2: PRICING DATA
C2.1: PRICING INSTRUCTIONS

C 2.1.1 General

- C 2.1.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.
- C2.1.1.2 The Pricing Schedule forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising of the Contract Documents, which include the Conditions of Tender, Conditions of Contract and the Scope of Work.
- C2.1.1.3 The Tenderer acknowledges that he has satisfied himself, before submitting his quote, as to the correctness and sufficiency of his quote. The rates and prices quoted the tender and incorporated herein cover all the obligations and all matters necessary for the proper completion of the requirements of this Contract.

C 2.1.2 Measurements and Quantities Reflected in the Pricing Schedule

- C2.1.2.1 The measurements given in the Pricing Schedule are estimates only, and subject to re-measuring during the execution of the work. The Tenderer shall obtain the detailed instructions of the Engineer: HV Cables for all work before ordering any materials or executing work or making arrangements for it.
- C2.1.2.2 The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Pricing Schedule and in accordance with the General and Special Conditions of Contract, the Specifications, Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
- C2.1.2.3 Tenderers shall not bind eThekweni Electricity to any minimum quantity for installation.
- C2.1.3 All rates and amounts quoted in the Pricing Schedule shall be in Rands and Cents and shall include all levies and taxes. The prices and rates to be inserted by the Tenderer in the Pricing Schedule shall be the full inclusive prices to be paid by the Employer for the work described under the specific items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

C2.1.4 Payment

C2.1.4.1 Notwithstanding the period stated in Clause 14.2 of CIDB Standard Professional Services Contract payment shall be made within 30 days of date of the Engineer's Certificate, which shall be issued within 14 days of a claim for payment being received by the Engineer.

C2.1.4.2 It is a condition of payment by the Municipality to registered VAT vendors that no payment for goods/services supplied shall be processed unless a tax invoice (complying with the requirements of Section 20 of the Value-Added Tax Act, 1991) is received from the supplier.

C2.1.4.3 For the purposes of this clause and provisions of Section 20 of the Value-Added Tax Act, 1991, the Tenderer shall be deemed to have received a request for tax invoices upon the date that the goods/services have been supplied.

C2.1.4.4 Payments will be made monthly in arrears, subject to the invoices and verification thereof by the Senior Manager: HV Cables or his/her representative.

C2.1.5 Pricing and Evaluation

For the purpose of evaluation, eThekweni Electricity shall use the average of the quoted prices per Item for Year 1, Year 2 and year 3 of the Pricing Schedule. The total average unit price per Item shall be transferred to the Form of Offer (calculated amounts appearing in the grey blocks).

C2.1.6 Contract Price Adjustment

Contractors are required to quote rates per Item for Year 1, Year 2 and Year 3 on the Pricing Schedule.

C2.1.7 Overtime Rates

The following overtime rates shall apply:

- a) Weekdays = (Tendered Rate) × 1,5
- b) Saturdays = (Tendered Rate) × 1,5
- c) Sundays and Public Holidays = (Tendered Rate) × 2

C2.2: PRICING SCHEDULE**ITEM 1: 132 kV Fluid-Filled Joints**

Sub Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
1.1	Straight Joint 132 kV three core Fluid Filled (300 to 800) mm ²					
1.2	Straight Joint (Screen Break) 132 kV three core Fluid Filled (300 to 800) mm ²					
1.3	Barrier Joint 132 kV three core Fluid Filled (300 to 800) mm ²					
1.4	Stop Joint 132 kV three core Fluid Filled (300 to 800) mm ²					
1.5	Trifurcating Box Joint 132 kV three core Fluid Filled (300 to 800) mm ²					
1.6	Transition Joint 132 kV three core Fluid Filled (300 to 800) mm ² to 3 single core XLPE (300 to 1000) mm ²					
1.7	Transition Joint 132 kV three core Fluid Filled (Screen Break) (300 to 800) mm ² / to 3 single core XLPE (300 to 1000) mm ²					
1.8	Transition Joint 132 kV single core Fluid Filled (Screen Break) (300 to 800) mm ² to single core XLPE (300 to 1000) mm ²					
Item 1 Average Unit Price (Incl. VAT) Sub-Total Carried Forward						

NAME: (Block Capitals)

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

C2.2: PRICING SCHEDULE (continued)**ITEM 1: 132 kV Fluid-Filled Joints (concluded)**

Sub Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
Item 1 Average Unit Price (Incl. VAT) Sub-Total Brought Forward						
1.9	Straight Joint 132 kV single core Fluid Filled Al/Cu (500 to 800) mm ²					
1.10	Straight Joint 132 kV single core Fluid Filled Al/Cu(Screen Break) (500 to 800) mm ²					
1.11	Open Trifurcating Joint 132 kV three core Fluid Filled Al/Cu (300 to 800) mm ²					
1.12	Stop Trifurcating Joint 132 kV three core Fluid Filled Al/Cu (300 to 800) mm ²					
1.13	Metallic Sheath Repair					
Item 1 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

NAME: (Block Capitals)

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

C2.2: PRICING SCHEDULE (continued)**ITEM 2: 132 kV XLPE Joints**

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
2.1	Straight Joint 132 kV XLPE single core (300 to 2000) mm ²					
2.2	Straight Joint 132 kV XLPE single core (Screen Break) (300 to 2000) mm ²					
2.3	Metallic Sheath Repair					
Item 2 Average Unit Price (Incl. VAT) Totals (to be transferred to Form of Offer)						

ITEM 3: 132 kV Fluid-filled Terminations

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
3.1	Outdoor Fluid-filled Termination 132 kV Al/Cu (Porcelain) (300 to 800) mm ²					
3.2	Indoor Fluid-filled Termination Al/Cu (Porcelain) (300 to 800) mm ²					
3.3	Indoor Fluid-filled Termination Al/Cu (GIS) (300 to 800) mm ²					
3.4	Indoor Fluid-filled Termination Al/Cu (Transformer) (300 to 800) mm ²					
Item 3 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

NAME: (Block Capitals)

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

C2.2: PRICING SCHEDULE (continued)**ITEM 4: 132 kV XLPE Terminations**

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
4.1	Outdoor Termination 132 kV XLPE (Silicon Composite) (300 to 2000) mm ²					
4.2	Termination 132 kV XLPE Oil immersed (Transformer) (300 to 2000) mm ²					
4.3	Dry-Type Transformer Termination 132 kV XLPE (300 to 2000) mm ²					
4.4	Termination 132 kV GIS (Switchgear) (300 to 2000) mm ²					
Item 4 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

NAME: (Block Capitals)

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

C2.2: PRICING SCHEDULE (continued)**ITEM 5: 33 kV Fluid-Filled Joints**

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
5.1	Straight Joint 33 kV three core Fluid-filled Al/Cu (120 to 400) mm ²					
5.2	Straight Joint 33 kV three core Fluid-filled Al/Cu (Screen Break) (120 to 400) mm ²					
5.3	Barrier Joint 33 kV three core Fluid-filled Al/Cu (120 to 400) mm ²					
5.4	Stop Joint 33 kV three core Fluid-filled Al/Cu (120 to 400) mm ²					
5.5	Trifurcating Box Joint 33 kV three core Fluid-filled to 3 single core Fluid-filled Al/Cu (120 to 400) mm ²					
5.6	Transition Joint 33 kV three core Fluid-filled (120 to 400) mm ² / to 3 single core H.S.L (120 to 630) mm ²					
5.7	Metallic Sheath Repair					
Item 5 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

NAME:

(Block Capitals)

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

C2.2: PRICING SCHEDULE (continued)**ITEM 6: 33 kV PILC and XLPE Joints**

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
6.1	Heat Shrink Straight Joint 33 kV PILC three core "H" Type Wire/Tape armoured PVC/Jute Served (120 to 300) mm ²					
6.2	Heat Shrink Straight Joint 33 kV PILC single core "H.S.L" Type PVC served (120 to 800) mm ²					
6.4	Heat Shrink Straight Joint Shrink 33 kV XLPE single core Cu Tape/wire earth PVC served (120 to 630) mm ²					
6.5	Slip-on Straight Joint 33 kV XLPE single core Cu Tape/wire earth PVC served (240 to 40 mm ²					
	Heat Shrink Transition Joint 33 kV three core "H" to 3 single core "HSL" Collectively Wire armoured (150 to 300) mm ²					
6.6	Heat Shrink Transition Joint 33 kV three core "H" to 3 single core XLPE (150 to 300) mm ²					
6.7	Heat Shrink Transition Joint 33 kV single core H.S.L to single core XLPE (150 to 300) mm ²					
Item 6 Average Unit Price (Incl. VAT) Total carried forward.						

NAME:

(Block Capitals)

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

C2.2: PRICING SCHEDULE (continued)**ITEM 6: 33 kV PILC and XLPE Joints (concluded)**

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
Item 6 Average Unit Price (Incl. VAT) Total Brought Forward						
6.8	Metallic Sheath Repair					
6.9	Three core XLPE 33 kV Joint					
Item 6 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

NAME:

(Block Capitals)

SIGNATURE:

(of person authorised to sign on behalf of the Tenderer)

DATE:

C2.2: PRICING SCHEDULE (continued)**ITEM 7: 33 kV PILC and XLPE Terminations**

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
7.1	Outdoor Heat Shrink Termination 33 kV XLPE single core (120 to 630) mm ²					
7.2	Outdoor Slip-on Silicon Termination 33 kV XLPE single core (240 to 400) mm ²					
7.3	Indoor Heat Shrink Termination 33 kV XLPE single core (120 to 630) mm ²					
7.4	Plug-in Type Termination 33 kV XLPE single core 630 mm ²					
7.5	Compound Filled Box Type Termination 33 kV PILC 3 single core (120 to 630) mm ²					
7.6	Compound Filled Box Type Termination 33 kV PILC 1 x three core (120 to 630) mm ²					
7.7	Outdoor Heat Shrink Termination 33 kV XLPE three core					
7.8	Indoor Heat Shrink Termination 33 kV XLPE three core					
Item 7 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

NAME:

(Block Capitals)

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

C2.2: PRICING SCHEDULE (continued)**ITEM 8: 11 kV Transformer-Switchgear Loop Cable Joints & Terminations**

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
8.1	Plug-in Type Transformer Termination 11 kV XLPE single core 630 mm ²					
8.2	Indoor Heat Shrink Termination 11 kV XLPE single core 630 mm ²					
8.3	Outdoor Heat Shrink Termination 11 kV XLPE single core 630 mm ²					
8.4	Screened Separable Connector Termination 11 kV XLPE single core 630 mm ²					
8.5	Outdoor Heat Shrink Termination 11 kV PILC single core 630 mm ²					
8.6	Compound Filled Box Type Termination 11 kV PILC single core 630 mm ²					
8.7	Indoor Heat Shrink Termination 11 kV PILC single core 630 mm ²					
8.8	Heat Shrink Straight Joint 11 kV PILC single core 630 mm ²					
8.9	Heat Shrink Straight Joint 11 kV XLPE single core 630 mm ²					
8.10	Heat Shrink Transition Joint 11 kV XLPE-PILC single core 630 mm ²					
Item 8 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

NAME:

(Block Capitals)

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

C2.2: PRICING SCHEDULE (continued)**ITEM 9: Compound Leak Repairs on Transformer Termination Boxes (Refer to Clause C3.4.9 of the Technical Specification)**

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
9.1	Melting out of compound filled box and removal of termination					
9.2	Refurbishment of leaking compound 33 kV and 11 kV transformer termination box					
Item 9 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

ITEM 10: Dismantling of 132 kV Joints and Terminations (Refer to Clause C3.4.10 of the Technical Specification)

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
10.1	Striping and/or dismantling of 132 kV Fluid-filled cable joints (All types)					
10.2	Striping and/or dismantling of 132 kV XLPE cable joints (All types)					
10.3	Striping and/or dismantling of 132 kV Transformer Terminations (All types)					
10.4	Striping and/or dismantling of Outdoor Termination 132 kV (All types)					
10.5	Striping and/or dismantling of GIS Switchgear Terminations 132 kV (All types)					
Item 10 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

NAME: (Block Capitals)

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

C2.2: PRICING SCHEDULE (continued)**ITEM 11: Installation of Link Boxes (Refer to Clause C3.4.11 of the Technical Specification)**

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
11.1	Installation of the underground link box (Solid Bond)					
11.2	Installation of the above ground link box (Solid Bond)					
11.3	Installation of the underground link box (Cross Bond)					
11.4	Installation of the above ground link box (Cross Bond)					
11.5	Excavation or Trenching as per Clause C3.4.11.3 of the Technical Specification (per m ³)					
Item 11 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

ITEM 12: Serving Faults (Refer to Clause C3.4.12 of the Technical Specification)

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
12.1	Serving Test					
12.2	Serving Fault Location					
12.3	Serving Fault Repair					
Item 12 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

NAME: (Block Capitals)

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

C2.2: PRICING SCHEDULE (continued)**ITEM 13: Mobile Degasifying Plant Hire (Refer to Clause C3.4.13 of the Technical Specification)**

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
13.1	Mobile Degasifying Plant (per day)					
Item 13 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

ITEM 14: Oil Leak Location by Freezing Method (Refer to Clause C3.4.14 of the Technical Specification)

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
14.1	Leak Location per Freeze					
14.2	Leak Location per PFT					
Item 14 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

NAME: (Block Capitals)

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

C2.2: PRICING SCHEDULE (continued)**ITEM 15: Labour Rates****Note:** Labour rates to apply for works, authorised by the Senior Manager: HV Cables but not specified in the document.

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
15.1	Supervisor (per hour)					
15.2	Electrician (per hour)					
15.3	Electrician Assistant (per hour)					
15.4	Oil Plant Operator (per hour)					
15.5	Oil Plant Operator Assistant (per hour)					
Item 15 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

ITEM 16: Cable Fault Location (SANS 10198-13)

Sub - Item No	Item	Year 1 Unit Price Excl. VAT (R)	Year 2 Unit Price Excl. VAT (R)	Year 3 Unit Price Excl. VAT (R)	Average Unit Price Excl. VAT (R)	Average Unit Price Incl. VAT (R)
16	Cable Fault Location					
Item 16 Average Unit Price (Incl. VAT) Total (to be transferred to Form of Offer)						

NAME: (Block Capitals)

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

PART C3: SCOPE OF WORK

C3.1 BACKGROUND

It is essential to have a healthy cable network to ensure a continuous supply of electricity to all consumers. Successful Tenderers will be required to provide the necessary resources, skills and expertise required to undertake maintenance work involving planned maintenance, fault repairs, existing route diversions and other incidental work on underground power cables and associated equipment on the eThekweni Electricity's high voltage electrical network.

C3.2 EMPLOYER'S OBJECTIVES

To obtain services for highly specialised work with regards to cable maintenance, fault repairs, existing route diversions and other incidental work for medium and high voltage cables on eThekweni Electricity's network.

C3.3 BID INFORMATION

- C3.3.1 The contract shall be awarded on a per item basis to contractually and technically compliant Tenderers. The labour rates shall be applicable to Items that require labour as dictated to by the particular item.
- C3.3.2 Tenderers may submit alternatives which, in the Tenderer's opinion, are to eThekweni Electricity's advantage economically and technically. Full technical details of these alternative offer(s) shall be submitted with bid documents in the respective schedules. Alternate bid(s) shall be submitted on separate copies of the **Form of Offer(s)**.
- C3.3.3 Only those Tenderers who are registered with the CIDB or are capable of being so prior to the date of bid closing, in a Contractor grading designation equal to or higher than 4EP are eligible to submit bids.
- C3.3.4 **Supervision**
- C3.3.4.1 The Contractor shall cause all the work to be carried out under the general supervision of a Responsible Person appointed by him in writing in accordance with the requirements of the Occupational Health and Safety Act No. 85 of 1993. The Contractor is permitted to appoint more than one Responsible Person, but at least one shall be resident within the area of the eThekweni Municipality.
- C3.3.4.2 Tenderers shall indicate their respective supervisory staff complement and list the background, experience and qualifications of said members which must be currently in the permanent employ of the Tenderer. Where, at the discretion of the Head: Electricity, the supervision level falls below that which would be normally expected to ensure standards of workmanship and safety as defined under the technical specification, the Contractor shall be instructed to replace the Supervisor.
- C3.3.4.3 A copy of the letter of appointment and the acceptance thereof shall be lodged with the Senior Manager: HV Cables, [NOSA FORM 5.12.01.03](#), duly completed, is acceptable for this purpose.
- C3.3.4.4 Should the person appointed in terms of clause **C3.3.4.1** cease to be in charge before the contract has expired, the Contractor shall make a further appointment immediately and shall lodge a copy of such new appointment with the Head: eThekweni Electricity or his duly authorised representative.

- C3.3.4.5 Work on the site will not be permitted to commence until the documents called for in clause **C3.3.4.1** have been received by the Head: eThekwini Electricity or his duly authorised representative.
- C3.3.4.6 The Contractor shall provide the total infrastructure to competently fulfil the requirements of the contract. This would include adequate management and supervision at all levels.
- C3.3.5 The Tenderer shall submit details of the qualifications and experience of all Electricians which will be utilised on this contract.
- C3.3.6 Should the persons detailed in clause **C3.3.5** cease to be utilised for this contract before the contract has expired, the Contractor shall immediately make a further submission of details as per clause **C3.3.5** of the Special Conditions of Contract of the replacement persons to the Engineer: HV Cables for approval.
- C3.3.7 EThekwini Electricity reserves the right to not accept any of the Contractor's personnel who have been allocated to this project, if it is deemed that the person(s) do not have sufficient experience or qualifications. EThekwini Electricity may give reasons for the non acceptance of any of the Contractors personnel, but is not obliged to do so.
- C3.3.8 It will be the Contractor's responsibility to ensure that existing services provided by eThekwini Electricity are not compromised. Hence should a Contractor declare an Electrician who is already committed to an existing contract then eThekwini Electricity would not consider that Electrician as being available to execute this contract. EThekwini Electricity is an essential service provider with limited resources and has no intention of redeploying existing resources.
- C3.3.9 The Head: eThekwini Electricity or his duly authorised representative will have the right at any time to summon the Contractor to the site of the Works to attend to defects or breakdowns on work undertaken by him/her, and failure of the Contractor to respond promptly to such calls will be regarded as a breach of the contract. The Contractor shall provide the Head: eThekwini Electricity with a list of the names, addresses and telephone numbers of his (the Contractor's) employees who are available to be summoned for this purpose, and such list shall be kept up-to-date.
- C3.3.10 The Contractor agrees that, in and about the execution of the contract, he will not employ any other than regular and duly qualified and competent persons to do such work as is usually done by skilled workmen in contracts of this nature. No work shall be done unless carried out under the direct and personal supervision of the Competent Person referred to above. Any employee of the Contractor on the Works who is incompetent, or who shall act in an improper manner, shall be removed by the Contractor on the order of the Head: eThekwini Electricity and such person shall not again be employed for the purpose of this contract without permission from the Head: eThekwini Electricity or his duly authorised representative.
- C3.3.11 **Spare Parts**
- EThekwini Electricity reserves the right to supply any spare part which may be required by the Tenderer in the satisfactory execution of the required scope of work.
- Where the Tenderer is required to supply the spare part, **a handling fee of 15%** of the cost of the spare part will be payable to the Tenderer, provided a copy of the supplier's invoice is submitted with the claim. The handling fee of 15% of the cost of the spare part shall be capped at a maximum amount of R 15 000,00.

Only manufacturer approved spares will be used. When original equipment manufacturer (OEM) spares are unavailable, re-engineered solutions shall be approved by the Senior Manager: HV Cables.

C3.4 TECHNICAL SPECIFICATION

C3.4.1 Normative References and Operating Conditions

C3.4.1.1 The following standards contain provisions which through reference in this text constitute the requirements of this specification. At the time of publication, the editions indicated were valid. Contractors shall note that, as all standards are subject to revision, they are encouraged to investigate the possibility of applying the most recent edition of the following standards.

C3.4.1.1.1	IEC 60055-1	Power insulated metal sheathed cables for rated voltages up to 18/30 kV (with copper or aluminium conductors and excluding gas pressure and oil filled cables) - Part 1 Test on cables and their accessories
C3.4.1.1.2	IEC 60141	Test on Oil-filled and gas pressure cables and their accessories: 141-1 Part 1 - Oil-filled, paper-insulated, metal sheathed cables for alternating voltages up to and including 400 kV 141-2 Part 2 - Internal gas pressure cables and accessories for alternating voltages up to and including 275 kV
C3.4.1.1.3	IEC 60228	Conductors of insulated cables
C3.4.1.1.4	IEC 60229	Test on cables oversheaths which have a special protective function and are applied by extrusion
C3.4.1.1.5	IEC 60502	Extruded solid dielectric insulated power cables for rated voltages from 1 kV to 30 kV
C3.4.1.1.6	IEC 60840	Power cables with extruded insulation and their accessories for rated voltages above 30 kV ($U_m = 36$ kV) up to 150 kV ($U_m = 170$ kV) Test methods and requirements
C3.4.1.1.7	IEC 61442-04	Electric Cables - Test methods for accessories for power with rated voltages from 6 kV ($U_m = 7,2$ kV) up to 30 kV ($U_m = 36$ kV)
C3.4.1.1.7	IEC/SANS 61238-1	Compression and Mechanical Connectors for Power Cables for Rated Voltages up to 30 kV ($U_m = 36$ kV)
C3.4.1.1.8	E.E C.O.P	EThekwini Electricity Underground Cables Code Of Practice
C3.4.1.1.9	NRS 012	Cable Terminations and Live Conductors within Air-Filled Enclosures (Insulation Co-ordination for Rated A.C)
C3.4.1.1.10	NRS 028	Cable Lugs and Ferrules for Copper and Aluminium Conductors
C3.4.1.1.11	NRS 075	Mechanical Torque Sheer Connectors
C3.4.1.1.12	NRS 077	XLPE-insulated cables and accessories for system with nominal voltages of 44 kV, 66 kV, 88 kV and 132 kV
C3.4.1.1.13	SANS 97	Electric Cables: Impregnated paper insulated metal sheathed cables for rated voltages from 3,3/3,3 kV up to 19/33 kV
C3.4.1.1.14	SANS 1332	Accessories for Medium-Voltage XLPE and Impregnated Paper-Insulated Power Cables (3,8/6,6 kV to 19/33 kV)
C3.4.1.1.15	SANS 1339	Electric Cables - Cross-linked polyethylene (XLPE) - insulated cables for voltages from 3,8/6,6 kV to 19/33 kV
C3.4.1.1.16	SANS 10198	The selection, handling and installation of electric power cables of rating not exceeding 33 kV

C3.4.1.2 The equipment to be installed shall operate satisfactorily when subjected to the following operating conditions.

C3.4.1.2.1	Climate	humid and sub-tropical and heavily salt laden
C3.4.1.2.2	Altitude	from sea-level to 1 000 m
C3.4.1.2.3	Ambient temperature	from 0°C to 50°C
C3.4.1.2.4	Maximum relative humidity	98%
C3.4.1.2.5	Average total annual rainfall figure	1 000 mm
C3.4.1.2.6	Mean annual value of solar radiation	1,0 kW/m ²
C3.4.1.2.7	Pollution level	very heavy
C3.4.1.2.8	Pollution type	marine and industrial pollution
C3.4.1.2.9	Lightning ground flash density	up to 5 ground flashes/km ² /year

C3.4.2 General Information

- C3.4.2.1 EThekwini Electricity provides electricity to residential, commercial and industrial consumers within the eThekwini Municipal boundary (which comprises of urban, rural and township areas). The successful Contractor(s) will therefore be required to undertake work anywhere within eThekwini Electricity's area of supply.
- C3.4.2.2 This contract, which will run in parallel with other reticulation contracts issued by eThekwini Electricity, is intended to focus mainly on maintenance work associated with high and medium voltage underground power cable installations.
- C3.4.2.3 As and when particular installation work is required on this contract, necessary documents will be issued to the Contractor and each and every job will be discussed with the Contractor in order to define the extent of the work; and commencement and completion dates. This completion date shall be determined by mutual agreement in writing and shall constitute the contractual completion date for that particular job.
- C3.4.2.4 Contractors shall perform work strictly according to the document and drawings (i.e. installation instructions) issued by eThekwini Electricity.
- C3.4.2.5 All work to be undertaken on this contract shall be carried out in accordance with the eThekwini Electricity's Safety Rules and Codes of Practice for Underground Cables. A copy of the Safety Rules and Codes of Practice may be viewed at eThekwini Electricity's Technical Information Centre, and a copy of the relevant sections will be issued to the successful Contractor(s). Any revisions or additions to the Safety Rules or Codes of Practice from time to time will also be applicable to this contract. It is important to note that it will be the Contractor's responsibility to obtain and understand the relevant sections of the Codes of Practice including revisions, as all work shall be done strictly in accordance with these Codes.

- C3.4.2.6 Wayleaves, servitudes and access facilities required for the erection of a line or installation of a cable will be obtained by the Council, but the Contractor shall be responsible for obtaining camp sites, storage space, etc. to the approval of the Local Authority.
- C3.4.2.7 The Contractor shall be, where applicable, responsible for route clearing and the costs of removing trees, bush and other vegetation shall be calculated on an hourly rate basis. If any pipes or telegraph wires have to be moved to facilitate the installation of the plant/equipment, this will be undertaken by eThekweni Electricity.
- C3.4.2.8 All precautions shall be taken for the protection of life and property in or about, or in connection with the work until the final take-over by eThekweni Electricity.
- C3.4.2.9 Particular care shall be taken to avoid damage to crops or private roads, littering the veld with wire/cable off-cuts or other waste material. All such waste materials shall be removed immediately from site, and the Contractor shall be responsible for any death or injury to grazing animals due to the ingestion of wire off-cuts arising from his negligence or negligence on the part of his employees.
- C3.4.2.10 The Contractor shall guarantee his workmanship for a period of 3 years, during which time all faulty workmanship shall be made good at no cost to eThekweni Electricity. Furthermore, due to the nature and urgency of the restoration of the electrical supply, the Contractor will be given the option to repair the fault in a certain time period, and in the event of the Contractor not being able to repair the fault during the period given, eThekweni Electricity will repair the fault that has occurred as a result of poor workmanship, and then charge the Contractor accordingly for the repair work. Final invoices shall not be paid until as-built drawings are submitted by the Contractor.
- C3.4.2.11 All contracting staff shall have:
- a) the name of their company printed on their clothing.
 - b) an identification card bearing the name of the company and name of employee; and
 - c) Contractor identification name and logo on the vehicles.
- The above requirements must be to the satisfaction of eThekweni Electricity.
- C3.4.2.12 Contractors shall allow for eThekweni Electricity staff to observe and/or assist with any work defined on this contract with the view to familiarising themselves in order to gain experience.
- C3.4.2.13 The Contractor shall inspect and report any defects on site prior to the commencement or continuation of work. Failure to do so may render the Contractor liable for the cost of the repairs.
- C3.4.2.14 No separate Preliminary and General Sums (P & G Sums) as well as site establishment charges will be accepted, and therefore the Tenderer must allow for P & G Sums and site establishment charges in the unit prices.
- C3.4.2.15 All work performed outside normal hours shall be authorised by the Senior Manager: HV Cables or his duly authorised representative.
- C3.4.2.16 The Contractor shall be available to undertake emergency breakdown work within **2 hours** of notice.
- C3.4.2.17 Role of eThekweni Electricity
Prior to commencement of work by the Contractor, eThekweni Electricity will undertake the

following:

- a) Ensure that the excavations done by others, where applicable, meet the required standards before the site is handed over to the Contractor;
- b) Issue a Permit in accordance with the eThekweni Electricity's Systems Operating Regulations, prior to the commencement of any work/tests to be performed by the Contractor;
- c) Pre-locate and pin point fault position; and
- d) Provide where practical a temporary electrical supply to the Contractor.

C3.4.3 Tools, Plant and Equipment

C3.4.3.1 The Contractor shall provide his own tools, equipment as well as sundry disposable items such as mutton cloth, hand cleaner, paraffin, LP gas, etc., necessary to undertake the required work. A minimum level of plant and equipment that is owned by the Tenderer shall be a pre-requisite for qualification for Items under this enquiry. Refer to the **Schedule for Plant and Equipment Owned by Tenderer**.

C3.4.3.2 The Contractor shall, at minimum, provide the essential tools and equipment for UGM crews as applicable. Refer to the **Schedule for Plant and Equipment Owned by Tenderer** for list of tools and minimum quantities. The Tenderer may include equipment under a long term lease agreement. For such equipment, proof of the long term lease agreement shall be attached to the **Schedule for Plant and Equipment Owned by Tenderer**. The lease agreement term shall sufficiently cover the period of the contract.

C3.4.3.3 Should any tool or equipment be given to the Contractor, the Contractor will be responsible for the safekeeping and liable for the loss or damage of all eThekweni Electricity's Tools, Plant and/or Equipment.

C3.4.3.4 EThekweni Electricity reserves the right to perform an audit on the equipment, plant and tools during the evaluation stage of the Enquiry. Tenderers may be disqualified if:

- a) found not to have any of the essential equipment and tools; and/or
- b) the equipment and tools are found to be in an unsatisfactory condition

C3.4.3.5 Where the maintenance and/or inspection of any equipment and machinery is subject to any requirements of the Occupational Health and Safety Act No. 85 of 1993, the Contractor shall accept responsibility for ensuring compliance with any such requirements and the award of the Contract shall constitute an appointment in writing to accept such responsibility.

C3.4.3.6 Save with the knowledge and consent of the Head: eThekweni Electricity or his duly authorised representative, the Contractor shall not leave the plant/apparatus disconnected or not in operational order overnight.

C3.4.3.7 The Contractor shall maintain, in working order, all the equipment and machinery detailed in the specification.

C3.4.4 Material

C3.4.4.1 All material, except brickwork material (where applicable), shall be supplied by eThekweni Electricity and is to be obtained from the HV Cables Stores and Materials Management Department's Main Electrical Store, situated at 11 Electron Road, Springfield. The Contractor

shall also be responsible for returning all unused/excess materials to the above store. Scrap or reclaimed materials shall be returned to the HV Cables Stores and/or eThekweni Electricity's Reclamation Centre located at 11 Electron Road, Springfield.

- C3.4.4.2 The estimated value of the materials that are supplied by eThekweni Electricity for each particular project, will be given to the Contractor at the time of issuing a project commencement instruction and these materials must be insured in terms of **Clause 5.4.1** of the Conditions of Contract.
- C3.4.4.3 The transporting of all material, including on and off-loading, handling on site, storage and safekeeping, returning of unused excess materials, shall be the responsibility of, and carried out by, the Contractor. The Tenderer shall include in his bid price the transporting to and from site, handling and safekeeping of material and plant.
- C3.4.4.4 All surplus materials remaining from repair works remains the property of eThekweni Electricity and on completion of work these shall be returned to the HV Cables Stores.
- C3.4.4.5 The Contractor shall be responsible for examining, inspecting and reporting on the condition of material supplied before these are dispatched to site.
- C3.4.4.6 Only manufacturer approved spares will be used in all cases except as determined by the Senior Manager: HV Cables or his duly authorised representative.
- C3.4.4.7 In exceptional cases where manufacturer approved spares are not available, re-engineered spares will be approved by the Senior Manager: HV Cables or his duly authorised representative.

C3.4.5 Competency of Staff

- C3.4.5.1 The equipment to be maintained on this contract is highly complex and of strategic importance. Only Tenderers with proven previous competency and experience on this type of equipment will be considered for appointment. The Tenderer shall submit details of the qualifications and experience of each category of salaried and hourly paid personnel to be associated with this contract in **Schedule for Details of Key Staff**.
- C3.4.5.2 The key staff of this contract shall consist of a Supervisor, Electricians and an Oil Plant Operator. Each Item of the contract requires different levels of experience of the key staff. Details of the minimum required experience of the key staff for each item is presented in **clause C3.4.20**. Failure to meet any one of the minimum requirements for a particular Item shall result in the Tenderer's bid for that Item being disregarded. Tenderers are required to submit CVs of key staff detailing their qualifications and respective experience in relation to the scope of work.
- C3.4.5.3 The Supervisor shall have at least 3 years experience as a Supervisor in high and medium voltage underground power cable installations as well as 5 years experience as a qualified Electrician as per the Electrician requirements in Clause C3.4.5.4. The CV submitted for the Supervisor as called for in **clause C3.4.5.2** shall provide sufficient evidence to demonstrate this.
- C3.4.5.4 Electrician(s) shall hold at least a NTC 2 qualification and deemed qualified as an Electrician in terms of the Department of Labour and be deemed competent in terms of the OHS Act No. 85 (General Machinery Regulations, sub-clause 1(a)) or Specifically Trained and Deemed Competence as a Joiner. The Electrician shall have experience as an Electrician/Joiner in high and medium voltage underground power cable installations. Only Contractors with at least one Electrician with minimum 3 years jointing experience, which must be currently in the permanent

employ of the Tenderer, shall be considered. Proof of employment must be furnished.

- C3.4.5.5 The Oil Plant Operator shall have experience in relation to the operation of oil equipment such as the HP/LP oil trailers and the mobile oil plant.
- C3.4.5.6 A UGM crew shall consist of the following:
- a) One Electrician, who shall have been deemed competent by eThekweni Electricity in terms of the Code of Practices and Safety Rules (as per Clause C3.4.6);
 - b) Two labourers, to assist the Electrician in his duties;
 - c) For fluid-filled cables, Contractors shall provide One Oil Plant Operator and two more Labourers technically competent to man and operate the HP and LP oil trailers,
 - d) One 1,5 tonne bakkie with suitable storage facilities for all the necessary tools and equipment. The vehicles shall have a certificate of road worthiness in terms of the Road Traffic Act;
 - e) A set of tools and equipment as per **Schedule for Plant and Equipment Owned by Tenderer**.
- C3.4.5.7 It is a requirement that the minimum key staff, comprising of a UGM crew, shall be based in the eThekweni region. Tenderers who do not comply to this requirement shall be disregarded from the evaluation process.
- C3.4.5.8 The Contractor shall be required to provide at least one UGM crew as defined in clause C3.4.5.7 above, upon contract award.
- C3.4.5.9 Competent and/or specifically trained persons shall be in possession of a Contractor's card issued by eThekweni Electricity.
- C3.4.5.10 All labour employed by the Contractor shall be paid a minimum wage as stipulated by the National Bargaining Council of the Electrical Industry.
- C3.4.5.11 Contractors shall be capable to operate and be completely familiar with the following specialised Tools, Plant and Equipment for:
- C3.4.5.12.1 Fluid-Filled Cables
- a) Stationary Degasifying Oil plant;
 - b) Mobile Degasifying Oil plant;
 - c) HP and LP Oil Trailers;
 - d) Oil Flow Raters;
 - e) Vacuum Gear; and
 - f) Pressure and Vacuum Manometers.
- C3.4.5.12.2 XLPE Cables
- a) XLPE Striping Tools; and
 - b) Connector Mounting Tool (Hydraulic and Mechanical).
- C3.4.5.12.3 For fluid-filled cables, the Contractor shall be familiar with the understanding, interpreting and analysing of the following oil cable Graphs and Diagrams:
- a) Oil Feed Tank Pressure/Volume Characteristics;
 - b) Oil Route Profile;
 - c) Schematics;
 - d) Line Drawings;
 - e) Coefficient of Friction Graphs; and
 - f) Viscosity/Temperature Characteristics.

C3.4.5.12.4 The Contractor shall be in possession of and understand all Safety Data Sheets required for all hazardous materials required for the execution of work under this contract, which include the following materials:

- a) Cable Insulating Oil
- b) Liquid Nitrogen
- c) Benzine
- d) Paraffin
- e) LPG Gas
- f) Nitrogen Gas

C3.4.6 Training

C3.4.6.1 The successful Tenderer's additional Electricians, if not already deemed competent, shall attend and pass all necessary theoretical and practical courses required to be deemed competent. The training and assessment shall be conducted at eThekwini Electricity's Technical Training Centre.

C3.4.6.2 All costs associated with these courses shall be borne by the Contractor.

C3.4.7 Performance Assessment

A performance assessment of the Contractor shall be carried out by the Senior Manager: HV Cables or his duly authorised representative quarterly from the commencement date of the contract. This assessment will be based on workmanship and timeous and correctness of documentation, progress reports and invoices. Poor performance will be dealt with in accordance **Clause ACC1** of the Additional Conditions of Contract.

C3.4.8 Jointing and Terminating

C3.4.8.1 All joints and terminations kits issued to the Contractor by eThekwini Electricity will be of the type held in stock at the time the joint or termination is required.

C3.4.8.2 The Contractor shall perform jointing strictly in accordance with the Installation Instruction issued by eThekwini Electricity and eThekwini Electricity's Underground Cables Code of Practice and Safety Rules.

C3.4.8.3 The Contractor shall undertake all jointing and/or terminating on dead, isolated and earthed medium and high voltage cables.

C3.4.8.4 Where preparation of cables has started and cables are to be left in the ground for jointing or terminating at a later stage, cables shall be suitably sealed in a manner approved by the Senior Manager: HV Cables or his duly authorised representative, to prevent the ingress of moisture.

C3.4.8.5 During jointing operations, the joint bays and or working area shall be adequately covered with jointing tents of clean waterproof sheeting suitably supported and where necessary, a trench or suitable means shall be provided to prevent the ingress of water.

C3.4.8.6 The joint bays and/or working area shall be adequately illuminated throughout the jointing or terminating operations and, shall be maintained free from dust, dirt and water.

- C3.4.8.7 The Contractor shall be responsible at their own expense for the removal of accumulated water from whatever cause, so as to prevent any risk of damage to cables, covers and other materials required and shall carry out the necessary pumping and baling.
- C3.4.8.8 Where the cables leave the joint bay they shall be supported on sandbags containing a sand and cement weak mix (approx. 30 to 1) back to a distance of approximately one metre into the trench.
- C3.4.8.9 A 230 mm wide brick wall shall be constructed between circuits over the length of the joint bay of all 132 kV XLPE-insulated cable joints and all 132 kV and 33 kV fluid-filled cable joints.
- C3.4.8.10 All concrete work and brickwork shall be approved before fabrication by the Senior Manager: HV Cables or his duly authorised representative.
- C3.4.8.11 The Contractor shall make provision for fitting cables into sealing end structures. This excludes brackets and cleats which will be supplied by eThekweni Electricity.
- C3.4.8.12 Where required, the Contractor shall provide all scaffolding necessary for erecting and making-off of sealing ends as well as the necessary cover sheets, which must be used when the sealing ends are made off as well as any lifting tackle required.
- C3.4.8.13 The Contractor shall be responsible for the efficient earthing of the cables at terminations and joints, together with the earthing of any steelwork, in the manner directed by the Senior Manager: HV Cables: HV Cables and or his duly authorised representative.
- C3.4.8.14 On joints connected to the special bonding system, the Contractor shall be responsible for connecting the earth bonding leads to the earth bonding box.
- C3.4.8.15 It is requirement that "Wet Jointing" methods shall be used for fluid-filled cables. "Dry Joints" shall only be allowed under special circumstances and this shall be agreed upon by the Engineer: HV Cables.
- C3.4.8.16 Contractors shall include the cost of the oil plant for a period of three, eight hour shifts when quoting in the Pricing Schedule. To fulfil the requirement of **Clause C3.4.8.15**.

C3.4.9 Compound Leak Repairs on Transformer Termination Boxes

- C3.4.9.1 This item calls for repairs on minor and major compound leaks on 11 kV and 33 kV compound filled transformer termination boxes.
- C3.4.9.2 The extent of repairs will depend on the severity of the leak and may be different for each incident.
- C3.4.9.3 Melting out of compound, removal of termination (where necessary) and cleaning of the box shall be quoted separately on **Item 9.1** on the Pricing Schedule.
- C3.4.9.4 Refurbishment of the termination box shall include, but not limited to, cleaning of the box, changing of gaskets and bolts and all necessary paintwork.
- C3.4.9.5 All required material (i.e. compound, gaskets, paint, etc) shall be issued to the Contractor by eThekweni Electricity.

C3.4.10 Dismantling of 132 kV Joints and Terminations

- C3.4.10.1 This item calls for the stripping, dismantling and return to the HV Cables Stores of all failed 132 kV joints and terminations.
- C3.4.10.2 The Contractor shall be responsible for providing all the necessary tools and equipment required for stripping and dismantling of faulted joints and terminations.
- C3.4.10.3 After cutting out the failed joint or termination and cables are to be left in the ground for jointing or terminating at a later stage, cables shall be suitably sealed in a manner approved by the Senior Manager: HV Cables: HV Cable or his duly authorised representative, to prevent the ingress of moisture.
- C3.4.10.4 To allow for a faulted joint or termination to be analysed, where necessary, the Contractor shall strip the joint or termination strictly in a manner directed by the Senior Manager: HV Cables or his duly authorised representative.

C3.4.11 Installation of Link Boxes

- C3.4.11.1 All link boxes and connecting leads issued to the Contractor by eThekweni Electricity will be of the type held in stock at the time the link box is required.
- C3.4.11.2 Link boxes issued to the Contractor by eThekweni Electricity may be the underground link box or the above ground link box.
- C3.4.11.3 Contractors shall quote a separate excavation price per cubic metre, as shown on the Pricing Schedule, for excavating for the link box as well as trenching for the connecting leads.
- C3.4.11.4 For above ground link boxes, it will be the responsibility of the Contractor to clear the link box site of undergrowth and to level and firmly compact the site to receive the foundation bases for this equipment.
- C3.4.11.5 The Contractor shall lock the link box door with the approved locks (provided by eThekweni Electricity).

C3.4.12 Serving Faults

- C3.4.12.1 This item calls for cable outer serving integrity testing, serving location and serving fault repairs on 33kV fluid filled, 132 kV fluid-filled and 132 kV XLPE cables.
- C3.4.12.2 The serving test shall be performed for each phase at 5 kV DC by the appropriate serving test set and procedure, with the results captured on a test sheet. The entire procedure shall be approved by the Senior Manager: HV Cables.
- C3.4.12.3 For serving test on three core cables, payment will be done per full length (termination to termination) of cable.
- C3.4.12.4 For serving test on single core cables, payment will be done per phase per full length (termination to termination) of cable.

- C3.4.12.5 Prior to testing, eThekwini Electricity will de-energise the cable and issue a permit to the Contractor. A Contractor shall be responsible for isolating the cable from earth at all link boxes (where applicable) prior to testing AND ensure these are re-connected after testing.
- C3.4.12.6 For serving fault location, payment will be made for each serving fault located. No payment will be made before the serving fault pin-pointed by the Contractor is exposed and confirmed. The excavation to prove the serving fault will be done separately. Should the serving fault not be found where pin-pointed, the cost of excavation shall be borne by the Contractor.
- C3.4.12.7 For serving fault repairs, payment will be made for each serving fault repaired. EThekwini Electricity shall ensure that all the excavations done meet the required standards prior to handing over the site to the Contractor to undertake serving fault repair. All necessary repair material will be supplied by eThekwini Electricity. The cost for serving fault repair shall include the final test for the specific section.

C3.4.13 Plant Hire for Fluid-Filled Cables

- C3.4.13.1 This item calls the hire/rental of mobile degasifying plant for use on 33 kV and 132 kV fluid-filled underground power cables.
- C3.4.13.2 The Contractor shall quote rental price per day. This price shall exclude the cost of labourers which shall be paid separately using Labour Rates on **Item 15** of the Pricing Schedule.
- C3.4.13.3 The Contractor shall note that this item will only be used where required work is not catered for on this contract.
- C3.4.13.4 The plant shall be available for work at a site pointed out by the Senior Manager: HV Cables or his duly authorised representative, within **two** days of notice.

C3.4.14 Oil Leak Location

- C3.4.14.1 This item calls for oil leak location on 33 kV and 132 kV fluid-filled underground power cables.
- C3.4.14.2 The leak location shall be performed using the '**freezing technique**' or **PFT** (PerFluoroCarbon Tracer) where applicable.
- C3.4.14.3 The Contractor shall provide all necessary plant and equipment required to perform leak location using the 'freezing technique' or PFT where applicable.
- C3.4.14.4 EThekwini Electricity shall supply and deliver to site liquid nitrogen in minitank cylinders required to perform the leak location. Safeguarding and care of these minitank cylinders during the leak location shall be the responsibility of the Contractor.
- C3.4.14.5 EThekwini Electricity shall supply and deliver to site oil in drums required to perform the leak location. Safeguarding and care of these oil drums during the leak location shall be the responsibility of the Contractor.
- C3.4.14.6 The Contractor shall ensure that all precautions are taken to prevent oil spillages. In the event that an oil spillage occurs, the Contractor shall be held liable for the costs to clean up the affected area as well as to re-instate the affected area to its original state.

- C3.4.14.7 EThekwini Electricity shall ensure that the freeze holes excavated by others meet the required standards prior to handing over to the Contractor.
- C3.4.14.8 The Contractor shall quote on the Pricing Schedule the price per freeze.
- C3.4.14.9 Contractors shall note that no payment will be done for a freeze that did not indicate a direction of the leak.
- C3.4.15 Testing**
- C3.4.15.1 The final testing of the plant and equipment installed will be undertaken on receipt of advice from the Contractor that the works have been completed in every detail and that the necessary pre-commissioning tests have been witnessed by the Senior Manager: HV Cables or his duly authorised representative and that the results thereof, are to the satisfaction of the Senior Manager: HV Cables or his duly authorised representative. The pre-commissioning tests carried out by the Contractor shall ensure that all the appropriate earthing is complete and that all circuits installed are electrically continuous and the insulation resistance readings between phases, and earth, are satisfactory.
- C3.4.15.2 The Contractor shall include in his price, the costs to perform tests on fluid-filled and gas-filled cables before and after the completion of installation or repairs in accordance with IEC 141 Part 1 (Oil) and Part 2 (Gas), e.g.:
- a) Drop Test
 - b) Line Impregnation Test
 - c) Dielectric Strength Test
 - d) Residue Gas Pressure Test
 - e) Oil Flow Test
- C3.4.15.3 At the conclusion of any routine or special construction work, the Contractor shall perform any tests called for by the Senior Manager: HV Cables to verify the work done, but completion of such tests will not absolve the Contractor from responsibility for subsequent defective operation of the equipment and machinery due to poor workmanship or oversight.
- C3.4.15.4 Sheath Voltage Limiters (SVLs) shall be tested by the Contractor. The price of this test shall be included in the price quoted for the Serving Test.
- C3.4.15.5 All tests undertaken shall be recorded on test sheets. The format of the test sheets shall be approved by the Senior Manager: HV Cables.
- C3.4.16 As-Built Drawings and Circuit Labelling**
- C3.4.16.1 Approved dimensioned sketches for record purposes, shall be prepared by the Contractor, who shall include in these sketches any information available to him regarding particulars installations, the arrangement of cables, and the position of all obstructions or other services revealed during the course of installations.
- C3.4.16.2 The Contractor shall include in his prices for the provision of approved “as constructed” sketches or plans for all construction work carried out. This is an important aspect of the work and final payment shall not be made until all sketches and labels have been received and approved.

C3.4.17 Incidental Work

- C3.4.17.1 The Contractor shall be responsible for the removal of accumulated water from whatever source, so as to prevent any risk of the cables, and other materials to be laid in the trenches, being detrimentally affected. The Contractor shall provide all pumps and equipment required and shall carry out the necessary pumping, the cost of which shall be in accordance to the quoted labour rates in the Pricing Schedule.
- C3.4.17.2 Where required for the security of the Contract Works or adjacent buildings or structures, timber in trenches or joint bays shall not be withdrawn but shall be left and built in as the Senior Manager: HV Cables or his duly authorised representative may instruct or approve.
- C3.4.17.3 Removal of major obstructions along the route (or underground) shall be approved and carried out at pre-determined agreed rates.

C3.4.18 Administrative, Storage Facilities and Security

- C3.4.18.1 All Tenderers shall clearly state their respective Administrative Headquarters, Branch Offices, etc., with accompanying staffing levels, site offices and storage facilities (addresses and telephone numbers required and the name(s) and positions of responsible staff. Refer to **Schedule for Administration and Storage Facilities**.
- C3.4.18.2 As indicated in **Section C3.4.4** above, all materials used in construction will be issued by eThekweni Electricity. Accordingly and in view of the value of such materials, bids will not be accepted from Contractors who cannot provide adequate storage and safe-keeping facilities for such materials.
- C3.4.18.3 It will therefore be expected that the successful Contractor(s) have sizeable premises and/or site office(s)/depot(s).
- C3.4.18.4 Each successful Tenderer must have an administrative centre having secretarial/reception facilities which cater for telephonic, facsimile and electronic mail communication at all times during the working day.
- C3.4.18.5 The successful Tenderer(s) may be called upon to undertake installation work in areas which are unsafe and subject to sporadic violence. Under such conditions the Contractor is expected to undertake the work without procrastination and if security guards are needed, the cost will be for the Contractor's account.
- C3.4.18.6 It is a requirement that the storage facility is based in the eThekweni region.

C3.4.19 Notice Period to Commence Work

The Contractor shall be available to undertake emergency breakdown work within 4 hours of notice.

C3.4.20 Evaluation Requirements Per Item of Contract

Each Item of the contract bears varying minimum requirements. Listed below are the minimum requirements for each of the Items of the contract. Failure of a Tenderer to meet any one of the minimum requirements for a particular Item, shall deem the Tenderer's offer for the respective

Item as non-responsive and the offer shall not be considered.

C3.4.20.1 Minimum Requirements for:

- a) Item 1: 132 kV Fluid-Filled Joints
- b) Item 3: 132 kV Fluid-Filled Terminations
- c) Item 5: 33 kV Fluid-Filled Joints
- d) Item 10: Dismantling of 132 kV Joints and Terminations
- e) Item 14: Oil Leak Location by Freezing or PFT Method

Staff Requirements	Minimum Years of Experience
Supervisor	5 years as Electrician/Jointer and 3 years in supervisory post.
Electrician	5 excluding training
Oil Plant Operator	3

C3.4.20.2 Minimum Requirements for:

- a) Item 2: 132 kV XLPE Joints
- b) Item 4: 132 kV XLPE Terminations

Staff Requirements	Minimum Years of Experience
Supervisor	5 years as Electrician/Jointer and 3 years in supervisory post.
Electrician	5

C3.4.20.7 Minimum Requirements for:

- a) Item 6: 33 kV PILC and XLPE Joints
- b) Item 7: 33 kV PILC and XLPE Terminations
- c) Item 8: 11 kV Transformer-Switchgear Loop Cable Joints and Terminations
- d) Item 9: Compound Leak Repairs on Transformer Termination Boxes
- e) Item 11: Installation of Link Boxes
- f) Item 12: Serving Faults
- g) Item 13: Mobile Degasifying Plant Hire

Staff Requirements	Years of Experience
Supervisor	5 years as Electrician/Jointer and 3 years in supervisory post.
Electrician	3

C3.5 ANNEXURES

C3.5.1. STANDARD CONDITIONS OF TENDER

C3.5.2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of inequity that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

STANDARD PROFESSIONAL SERVICES CONTRACT

(July 2009)
(Third Edition of CIDB document 1014)



Construction Industry Development Board
Pretoria
Tel: 012 343 7136 or 012 481 9030
Fax: 012 343 7153
E-mail: cidb@cidb.org.za

July, 2009: Edition 3 of CIDB document 1015

Standard Professional Services Contract