



DEPARTMENT
TECHNICAL SERVICES
DIRECTORATE
Energy Management
DIVISION

Customer services and sales

PROCUREMENT DOCUMENT : [Infrastructure \(GCC 2015\)](#)

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

Contract No: 33971 5E

Contract Title: Provision of electrical engineering services -Infrastructure that includes the inspection, reporting, removal of illegal services, restoring of legal supply and provision of security services during a thirty- six months period.

Estimated CIDB: Grade: 5 Class: EP/EB

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: No Clarification Meeting

Meeting Location: Not Applicable
Date, Time:

Queries can be addressed to: Name: Vincent Motunane
The Employer's Agent's: Tel: 031 311 5294
Representative: email: vincent.motunane@durban.gov.za
Email queries to be submitted by 28 May 2026 and consolidated answers to questions to be uploaded 04 June 2026

TENDER SUBMISSION

Tender Submission: The Tender Offer (hard copy) shall be delivered to:

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

Closing Date/ Time: 12/06/2026 at 11h00

JDE Submission: An **electronic submission** is also to be made via the eThekwini Municipality **JDE System (ESP Module)**

JDE Queries Contact: Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153
Email: supplier.selfservice@durban.gov.za

Tender Offers submitted via any means other than that stated in the Tender Data will be deemed invalid

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Director: Customer services and sales

Date of Issue: 08/05/2026

Version: 01/12/2025

FOR OFFICIAL USE ONLY

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted:	R	R	R
Corrected:	R	R	R

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		2
		T1.1.2 Notes to Tenderers		3
		T1.1.3 Information Regarding the eThekweni JDE System		5
		T1.2 Tender Data		
		T1.2.1 Standard Conditions of Tender		7
		T1.2.2 Tender Data (<i>applicable to this tender</i>)		16
		T1.2.3 Additional Conditions of Tender		27
		Part T2	RETURNABLE DOCUMENTS	
T2.1 List of Returnable Documents			34	
T2.1.2 Returnable Schedules, Forms and Certificates			34	
CONTRACT PART	Part C1	AGREEMENT AND CONTRACT DATA		Page
		C1.1 Form of Offer and Acceptance		
		C1.1.1 Offer		66
		C1.1.2 Acceptance		67
		C1.1.3 Schedule of Deviations		68
		C1.2 Contract Data		
		C1.2.1 Standard Conditions of Contract.....		69
		C1.2.2 Contract Data.....		69
		C1.2.3 Additional Conditions of Contract		73
		Part C2	PRICING DATA	
	C2.1 Pricing Assumptions / Instructions.....			80
	C2.2 Bill of Quantities (separate page numbering system).....			84
	Part C3	SCOPE OF WORK		Page
		C3.1 Project Description and Scope of Contract.....		87
		C3.2 Project Specifications.....		88
		C3.3 Standard Specifications		97
		C3.4 Particular Specifications		99
		C3.5 Contract and Standard Drawings		
		C3.6 Annexures.....		
Part C4	SITE INFORMATION		Page	
	C4.1 Locality Plan			
	C4.2 Conditions on Site.....			
	C4.3 Test Results			

PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to [Provision of electrical engineering services -Infrastructure that includes the inspection, reporting, removal of illegal services, restoring of legal supply and provision of security services during a thirty- six months period]

Subject	Description	Tender Data
Employer	The Employer is the eThekwini Municipality as represented by: Deputy Director: Customer services and sales	C.1.1.1
Tender Documents	Documentation is to be downloaded from the National Treasury's eTenders website or the eThekwini Municipality Website : <ul style="list-style-type: none"> • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement 	C.1.2
CIDB Eligibility	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of 5 EP/EB (or higher).	C.2.1.2
Meeting Type	No Clarification Meeting	C.2.7
Meeting Details	Not Applicable	C.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Name: Vincent Motunane Tel: 031 311 5294 email: vincent.motunane@durban.gov.za Email queries to be submitted by 28 May 2026 and consolidated answers to questions to be uploaded 04 June 2026	C.1.4
Submitting a Tender Offer	The Tender Offer (hard copy) shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban An electronic submission , via the eThekwini Municipality JDE System (ESP Module) , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the electronic submission , a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
Closing Time	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before 12/06/2026 , at or before 11h00 .	C.2.15
Evaluation of Tender Offers	The 90/10 Price Preference Point System, as specified in the SCM Policy: Section 52: Preferential Procurement will be applied in the evaluation of tenders. Tender Data: C.3.11: Evaluation of Tender Offers details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

CIDB B.U.I.L.D. Programme Standards

Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts	Not Applicable
Standard for Developing Skills through Infrastructure Contracts	Not Applicable

T1.1.2: NOTES TO TENDERERS

These “Notes to Tenderers” are intended to provide guidance regarding tendering obligations and requirements.

Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.

GENERAL

- 1) The words BID, TENDER, QUOTATION, and REQUEST FOR QUOTATION (RFQ) are interchangeable throughout this procurement document.
- 2) **JDE-ESP Module** refers to the Supplier Self Service module on the eThekwini Municipality JDE System. Refer to Part T1.1.2.

eThekwini Supply Chain Management Policy (SCMP)

The requirements as stated in the Employer’s SCM Policy include, but are not limited to, the following:

1) Section 14(4): ETM Supplier Database

The eThekwini Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the **eThekwini Municipality’s Supplier Portal**.

In the event of the Tenderer not being registered on the eThekwini Municipality’s Supplier Portal, 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 Database.

The following is to be noted:

- The information for registration as in the possession of the eThekwini Municipality will apply.
- It is the Tenderer’s responsibility to ensure that the details submitted to the Municipality are correct.
- Tenderers are to register prior to the submission of tenders.

2) Section 20(1)(d)(i): Audited Financial Statements

Audited Financial Statements are required to be submitted if the value of the tender offer exceeds R10 million (incl. VAT). See **Returnable Form: MBD 5** and **Returnable Form: Contracts awarded by Organs of State** in the past 5 years.

3) Section 20(1)(d)(iii): Contracts Awarded during the past 5 Years

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form: MBD 5**

4) Section 13.1(b)(vii), 20(1)(d)(ii), 28.2(d), 29.6(a), 38.1(d), and 29.14: Municipal Rates and Taxes (Fees)

Tenderers are to refer to **Returnable Form: Declaration of Municipal Fees** to certify that they have no undisputed commitments for municipal services towards any municipality. Prior to an award, a Tenderer’s municipal rates and taxes cannot be in arrears. Should a Tenderer be in arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing.

5) Section 21.2: Tender Validity

Tenders are to remain valid for twelve (12) months after the expiry of the **original tender validity period** as stated in the **Tender Data**, unless the Municipality is notified, in writing, of anything to the contrary.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

6) Section 28(2)(d), Section 28(2)(h) and Section use 29(12): Certifications and Registrations

CIDB Registration and Status, B-BBEE Certificates, and Tax Compliance Status PINs must be valid at the time of tender closing, and before final award.

The Tenderer's Tax Compliance Status, CIDB Registration and Status (if required), and B-BBEE Level Status (if required), will be verified using the National Treasury Central Supplier Database (CSD). Tenderers are referred to **Returnable Form: Compulsory Enterprise Questionnaire**.

It is the Tenderer's responsibility to ensure that their data on the CSD is kept updated and correctly reflects the status of the tendering entity.

7) Section 28(2)(f), and 52.5.13: Joint Ventures (JV)

Each party of a JV must submit separate Tax Compliance Status PINs. Unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission. As proof that a JV has been formalised, or that the parties to the JV agree to formalise the JV should they be successful in being recommended for the award of this tender, Tenderers are referred to **Returnable Form: Joint Venture Agreements**.

8) Section 49.1.2: Complaints and Objections (Appeals)

A non-refundable tariff, as per the approved Council tariffs, is payable by the Complainant to the Municipality. Proof of the payment of the Fee must be attached to the complaint.

CIDB

Regulation 25(8)

- 9) It should be noted that this contract, unless otherwise stated, 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.

Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

B.U.I.L.D. Programme

- 10) A programme to accelerate transformation in the construction industry, increase the capacity of the construction industry to deliver infrastructure and support the growth of emerging contractors, was launched on 14 March 2024 by the Deputy Minister of Public Works and Infrastructure and the Construction Industry Development Board.

Details of the B.U.I.L.D. Programme were published in a Government Gazette in 2020 (GG 43726) and B.U.I.L.D. has gradually been phased in at various levels of government and the private sector. The CIDB, a public entity with the mandate to promote improved performance in construction, oversees the programme and manages the B.U.I.L.D Fund.

The B.U.I.L.D programme determines that public sector entities which implement construction projects, that meet certain minimum requirements, must include developmental goals to the deliverables defined in the tenders. If applicable, Contractors are required to include these goals in the plans and pricing when they submit their tender bids.

5) Tender documentation

By accessing the **JDE System** (using <https://rfq.durban.gov.za/>) and viewing any available Tenders, prospective Service Providers will be able to download the relevant Tender documentation.

The Tender documentation consists of the **TENDER** and **CONTRACT Parts**, as described in the INDEX, and will include any drawings and other information (if applicable). Referred to, or included in the documentation, are the **Standard Conditions of Tender (and associated Tender Data)**, and the **Conditions of Contract (and associated Contract Data)** which will govern the tendering and contract processes respectively.

6) Submission of tender offers

Reference is to be made to the **Tender Data: C.2.13** that specifies compliance requirements.

Should the **Tender Offer** be required in “**hard copy**” format, the submission is to be delivered to the Delivery Location as stated in the **Tender Data**.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality JDE System (Supplier Self Service (JDE-ESP) Module). Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the “hard copy” submission has been made. The “hard copy” submission will be deemed to be the ruling version.

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the **Tender Data: C.2.15**.

7) Viewing the Tender opening schedule

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender. The tender opening schedule will also be made available on the eThekweni Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

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 C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

The Standard Conditions of Tender make several references to the **Tender Data** for details that apply specifically to this tender. The **Tender Data** (T1.2.2) shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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 impropriety 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.

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the **Tender Data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional **discounts** it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the **Tender Data**.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure;

- c) no acceptable tenders are received;
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the *original* tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the **Tender Data**, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the **Tender Data** require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **Tender Data** shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or

<p>distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p>	<p>tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
<p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>	<p>C.2.2 Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the Tender Data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
<p>C.1.6.3 Proposal procedure using the two stage-system</p>	
<p>C.1.6.3.1 Option 1</p> <p>Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the Tender Data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.</p>	<p>C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.</p>
<p>C.1.6.3.2 Option 2</p>	<p>C.2.3 Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
<p>C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.</p>	<p>C.2.4 Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
<p>C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage, in terms of the method of evaluation stated in the Tender Data, and award the contract in terms of these conditions of tender.</p>	<p>C.2.5 Reference documents</p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>
<p>C.2 Tenderer's obligations</p>	
<p>C.2.1 Eligibility</p>	
<p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the Tender Data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p>	<p>C.2.6 Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.</p>
<p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the</p>	

<p>C.2.7 Clarification meeting</p>	<p>Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data.</p>	<p>necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
<p>C.2.8 Seek clarification</p>	<p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the Tender Data.</p>	<p>C.2.12 Alternative tender offers</p>
<p>C.2.9 Insurance</p>	<p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.</p>	<p>C.2.12.1 Unless otherwise stated in the Tender Data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.</p>
<p>C.2.10 Pricing the tender offer</p>	<p>C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the Tender Data.</p>	<p>C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the employer.</p>
<p>C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.</p>	<p>C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the Contract Data.</p>	<p>C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.</p>
<p>C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Tender Data. The conditions of contract identified in the Contract Data may provide for part payment in other currencies.</p>	<p>C.2.11 Alterations to documents</p>	<p>C.2.13 Submitting a tender offer</p>
<p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or</p>	<p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the Contract Data and described in the scope of works, unless stated otherwise in the Tender Data.</p>	<p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p>
		<p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p>
		<p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the Tender Data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the</p>

<p>employer shall hold liable for the purpose of the tender offer.</p>	<p>C.2.15.2 Accept that, if the employer extends the closing time stated in the Tender Data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.</p>
<p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.</p>	<p>C.2.16 Tender offer validity</p>
<p>C.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.</p>	<p>C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.</p>
<p>C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the Tender Data.</p>	<p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the Tender Data for an agreed additional period with or without any conditions attached to such extension.</p>
<p>C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.</p>	<p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p>
<p>C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the Tender Data.</p>	<p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
<p>C.2.14 Information and data to be completed in all respects</p>	<p>C.2.17 Clarification of tender offer after submission</p>
<p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>	<p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
<p>C.2.15 Closing time</p>	<p><i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</i></p>
<p>C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Accept that proof of posting shall not be accepted as proof of delivery.</p>	<p>C.2.18 Provide other material</p>

<p>C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.</p>	<p>up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.</p>
<p>C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.</p>	<p>C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p> <ul style="list-style-type: none"> a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
<p>C.2.19 Inspections, tests and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.</p>	<p>C.3.2 Issue Addenda If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p>
<p>C.2.20 Submit securities, bonds and policies If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.</p>	<p>C.3.3 Return late tender offers Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
<p>C.2.21 Check final draft Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.</p>	<p>C.3.4 Opening of tender submissions</p>
<p>C.2.22 Return of other tender documents If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the Tender Data.</p>	<p>C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers’ agents who choose to attend at the time and place stated in the Tender Data. Tender submissions for which</p>
<p>C.2.23 Certificates Include in the tender submission or provide the employer with any certificates as stated in the Tender Data.</p>	
<p>C.3 The employer’s undertakings</p>	
<p>C.3.1 Respond to requests from the tenderer</p>	
<p>C.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received</p>	

<p>acceptable reasons for withdrawal have been submitted will not be opened.</p>	<p>tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
<p>C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.</p>	<p>C.3.8 Test for responsiveness</p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
<p>C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.</p>	<p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<p>C.3.5 Two-envelope system</p>	<p>C.3.9 Arithmetical errors, omissions and discrepancies</p>
<p>C.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each tenderer whose technical proposal is opened.</p>	<p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p>
<p>C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.</p>	<p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:
<p>C.3.6 Non-disclosure</p>	<p>Determine whether there has been any effort by a tenderer to influence the processing of</p>
<p>Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.</p>	
<p>C.3.7 Grounds for rejection and disqualification</p>	

- (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the **Tender Data** associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the

employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer

<p>g) Prepare a tender evaluation report h) Confirm the recommendation contained in the tender evaluation report .</p>	<p>e) complies with the legal requirements, if any, stated in the Tender Data; and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
<p>C.3.11.1 General</p>	<p>C.3.14 Prepare contract documents</p>
<p>The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Tender Data.</p>	<p>C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: a) addenda issued during the tender period, b) inclusion of some of the returnable documents and c) other revisions agreed between the employer and the successful tenderer.</p>
<p>C.3.12 Insurance provided by the employer</p>	<p>C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.</p>
<p>If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the Contract Data, require the employer to provide.</p>	<p>C.3.15 Complete adjudicator's contract</p>
<p>C.3.13 Acceptance of tender offer</p>	<p>Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.</p>
<p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p>	<p>C.3.16 Registration of the award</p>
<p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c) has the legal capacity to enter into the contract; d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</p>	<p>An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.</p>
	<p>C.3.17 Provide copies of the contracts</p>
	<p>Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.</p>
	<p>C.3.18 Provide written reasons for actions taken</p>
	<p>Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to</p>

prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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.

C.1: GENERAL

C.1.1 **The employer:**

The Employer for this Contract is the **eThekwini Municipality** as represented by:
Deputy Director: Customer services and sales

C.1.2 **Tender documents:**

The Tender Documents issued by the Employer comprise:

- 1) The Procurement Document comprising of the PARTS as listed in the "INDEX" on page 1.
- 2) **Drawings**, issued separately from this document, or bound in Section C3.4: "Particular Specifications".

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** and/ or the **eThekwini Municipality Website** at URL:

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

Tenderers are to regularly check both web sites for the downloadable documentation.

C.1.4 **Communication and employer's agent:**

The Employer's Agent is:

Name: Nyaniso Mlilo

Tel: 031 311 9422

eMail: Nyaniso.Mlilo@durban.gov.za

The Employer's Agent's Representative is:

Name: [Vuyisile Vuyo Motunane](#)

Tel: 031 311 5294

eMail: Vincent.Motunane@durban.gov.za

The Tenderer's contact details, as indicated on **Returnable Document "Compulsory Enterprise Questionnaire"**, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer during tender evaluation.

C.1.6 **Procurement procedures:**

The following Sections of the **Standard Conditions of Tender** are not applicable to this tender:

- **C.1.6.2: Competitive negotiation procedure**, and

C.1.6.3 **Procurement procedures:**

Option 1/ Option 2 of the proposal procedure using the two-stage system shall be applied.

C.2: TENDERER'S OBLIGATIONS

C.2.1 Eligibility:

Entities may only submit one (1) tender offer, either as a single tendering entity or as a partner of a joint venture. Should a tendering entity submit more than one (1) tender, **all** submissions by that tendering entity, including submissions where the entity is a partner of a joint venture, will be deemed not to be eligible.

C.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
 - ii) the Tenderer fails to have **Returnable Document "Certificate of Attendance at Clarification Meeting / Site Inspection"** signed by the Employer's Agent or their representative at the meeting.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekwini Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document "Compulsory Enterprise Questionnaire"** (section 1.5) and **Returnable Document "CSD Registration Report"**.
- (c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- (d) The following documentation is not completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: Compulsory Enterprise Questionnaire.
 - T2.2.5: MBD 4: Declaration of Interest.
 - T2.2.6: MBD 5: Declaration for Procurement Above R10 Million.
 - T2.2.7: MBD 6.2: Declaration for Local Production and Content.
 - T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices.
 - T2.2.9: MBD 9: Certificate of Independent Bid Determination.
 - T2.2.10: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
 - T2.2.12: Central Supplier Database (CSD) Report.
 - T2.2.13: CIDB Registration and Status.

C.2.1.2 Eligibility: CIDB

Tenderers are to reference the provisions of **Tender Data: C.2.23 "Certificates**, and **Returnable Document "Verification of CIDB Registration and Status"** with respect to CIDB registration.

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 **5 EP/EB or Higher** with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a 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 **5 EP/EB 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 **5 EP/EB 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.

C.2.1.2.1 Eligibility: PSIRA

Tenderers are to reference the provisions of Tender Data: C.2.23 “Certificates, and Returnable Document “**Verification of PSIRA Registration and Status**” with respect to PSIRA registration.

- (a) Only those Tenderers who are registered (as “Active”) with the PSIRA (at time of tender closing), in accordance with Regulations Act 56 Of 2001 in the Private security Industry, are eligible to have their tenders evaluated.
- (b) Proof that all security guards are PSIRA registered.

C.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

“Documents are to be downloaded, free of charge, from the **National Treasury’s eTenders website** or the **eThekwini Municipality’s Website**.”

C.2.6 Acknowledge addenda:

Add the following paragraphs:

“Addenda will be published on the **eThekwini Municipality website** as stated in **Tender Data: C.1.2**. Tenderers are to ensure that this 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 will result in the tender submission being made non-responsive.

C.2.7 Clarification meeting:

Clarification Meeting Type: **No Clarification Meeting**

**Not Applicable or Insert location]
On [insert date] at [insert time]**

Bidders are requested to submit emailed queries related to the bid. All emailed queries are to be submitted to the **Employer's Agent's Representative** (refer to C.1.4) by **2026/05/28**. Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by **2026/06/04**.

In the event of a Compulsory Clarification Meeting the Tenderer's representative(s) must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

If an attendance register is applicable, Tenderers must sign the attendance register and provide the name of the tendering entity.

Tenderers are referred to Clause C.2.1.1(a).

C.2.10.2 Pricing the tender offer:

The following is to be noted in terms of Tenderers being **VAT Registered** or being a **Non-VAT Vendor** (ie. not VAT registered).

If the Tenderer is **VAT registered**, the Tenderer's Rates in the Bill of Quantities (BoQ) are to exclude VAT. VAT is to be shown separately on the BoQ summary page, and on the Form of Offer (Part C1.1.1).

If the Tenderer is a **Non-VAT Vendor**, the Tenderer's Rates in the Bill of Quantities are to include VAT. VAT is not to be shown separately on the BoQ summary page, or on the Form of Offer (Part C1.1.1). VAT will not be added to, or deducted from, rates or prices submitted from **Non-VAT Vendors**. The tendered priced will be deemed to include all VAT, taxes, and any applicable excise duties.

Tenderers are to refer to Part C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS prior to pricing the tender offer.

C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

C.2.13 Submitting a tender offer:

The signed Tender Offer ("hard copy") is to be sealed in an envelope, addressed to the City Manager, marked with the **identification details** and be delivered to the **delivery address**, both as stated below.

The **Tender Offer** (hard copy) is to be delivered to the following **delivery address**:
[the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban](#)

Identification details to be shown on the hard copy package are:

- Contract No. : **33971 5E**
- Contract Title : **Provision of electrical engineering services -Infrastructure that includes the inspection, reporting, removal of illegal services , restoring of legal supply during and provision of security services for a thirty- six months period.**

Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekwini Municipality **JDE System** (Ethekwini Supplier Portal (ESP Module)). For information pertaining to the JDE System, Tenderers are referred to **Section T1.1.2**.

Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be the governing submission.

The Tender documentation, issued by the eThekweni Municipality (refer to **Tender Data: C.1.2**), is to be printed in its entirety. Printing should be done on white A4 paper, with printing on only one side of the paper. (It is suggested that the Tender documentation is not stapled, or punched for filing, prior to scanning, as this could affect the scanning process.)

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (ESP Module). Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.2.15**).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the **Tender Data: C.2.15**.

The submission of Tender Offers via any means other than that stated above will not be accepted, and those that are will be deemed invalid.

C.2.15 Closing date and time:

The closing time is:

- **Date** : **Friday, 12 June 2026**
- **Time** : **11h00**

The **delivery of the hard copy AND** the completion of the requirements on the **JDE System (ESP Module)** are to be completed prior to the Tender **closing date and time** as stated above. Any Tender Offer submitted thereafter will not be considered.

C.2.16 Tender offer validity:

The Tender Offer validity period is **120 Days** (original validity period) from the closing date for submission of tenders.

In terms of the SCM Policy (Cl.21.2) tenders must remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the tenderer.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

C.2.23 Certificates:

Refer to **T2.1: “List of Returnable Documents”** 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 a printout of the required documents/ certificates at the back of their tender submission.

1) SARS Tax Compliance Status – PIN Issued

Reference is to be made to **Returnable Document “Compulsory Enterprise Questionnaire”** which requires the “SARS Tax Compliance Status – PIN Issued” to be included with this returnable document.

2) Central Supplier Database (CSD)

Reference is to be made to **Returnable Document “CSD Registration Report”**.

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

Separate **CSD Registration Reports** are required for each party to a Joint Venture.

The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

3) CIDB Registration (if applicable)

Reference is to be made to **Returnable Document “Verification of CIDB Registration and Status”**.

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

Separate **CIDB Registration printouts** are required for each party to a Joint Venture.

The **Joint Venture Grading Designation Calculator** printout should be included when making a submission 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 and should be on or after the date of advertising of this tender. The Tenderer’s registration with the CIDB must be reflected as “Active” as at the date of tender closing.

4) PSIRA registration (Private Security Industry Regulatory Authority) for the company. Security guards PSIRA certificates. Valid Firearms licences and Competency certificates

Failure to comply with 1), 2),3) and 4) above will result in the tender offer being deemed non-responsive.

C.3: THE EMPLOYER'S UNDERTAKINGS

C.3.1.1 Respond to requests from the tenderer:

Replace the words "five working days" with "three working days".

C.3.2 Issue addenda:

Add the following paragraph:

"Addenda will be published on the National Treasury's **eTenders-Website** and/ or the **eThekwini Municipality Website.**" (Refer to **Tender Data: C.1.2**).

C.3.4 Opening of Tender Submissions:

Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the P&SCM Boardroom, 6th Floor, (Municipal Building), 166 KE Masinga Road, Durban.

The tender opening schedule will also be made available on the eThekwini Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

"C.3.9.5 Reject a tender offer if the Tenderer does not accept the correction of the arithmetical error in the manner described in C.3.9.4."

Any interactions between the Tenderer and the Employer in terms of this clause will be conducted through the Employer's Agent (or Representative) as identified in **Tender Data C.1.4**.

C.3.11 Evaluation of Tender Offers:

Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders not in compliance will be deemed non-responsive.

Functionality

FUNCTIONALITY will be used in the evaluation of tenders.

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for **FUNCTIONALITY** is **70 points**. Those tenders not achieving the minimum score will be deemed non-responsive.

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in **Part T1.2.3.4: Additional Conditions of Tender**.

Preference Point System

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in accordance with the Employer's **SCM Policy: Section 52: Preferential Procurement**.

The **90/10** preference points system, for requirements with a Rand value above R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 90)** will be according to that specified below.

Price Points

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

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

90/10 Procurement System

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

Where: Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

Preference Points

Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

The Basket of Preference Goals (SCM Policy Section 52.7)

The provisions of the SCM Policy: **Section 52.7: The Basket of Preference Goals** shall apply. Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

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

• **Ownership Goal**

Goal Weighting: **50%**

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	90/10
Race: Black	0%	0
	Between 0% and 51%	1
	Greater or equal to 51% and less than 100%	1.5
	Equals 100%	2
Gender: Female	0%	0
	>0% and <51%	0.5
	≥51% and <100%	1
	100%	2
Disabilities	0%	0
	>0% and <51%	0.5
	≥51% and <100%	0.8
	100%	1

Maximum Ownership Goal Points: 5

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.

• **RDP Goal: The promotion of South African owned enterprises**

Goal Weighting:30%

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the Tenderer's claim for **Preference Points** for this Specific Goal.

Location	90/10
Not in South Africa	0
South Africa	1
Kwa Zulu Natal	2
eThekweni Municipality	3

Maximum Goal Points: 3

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

- CSD report

• **RDP Goal: The promotion of enterprises located in a specific municipal area**

Goal Weighting: **20%**

The tendering entity’s **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the Tenderer’s claim for **Preference Points** for this Specific Goal. The **regions** and **zones** (or wards) within the eThekweni Municipality are as specified on the Part C4: “Site Information” of this procurement document.

Municipal Area	90/10
Not within eThekweni Municipality	0
Within eThekweni Municipality	2
Maximum Goal Points:	2
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the Tenderer’s status) CSD Report	

C.3.13 Acceptance of tender offer:

In addition to the requirements of **Tender Data: C.3.13** of the **Standard Conditions of Tender**, tender offers will only be accepted if:

- (a) The Tenderer’s municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer’s tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) If applicable, the Tenderer is **registered**, and **“Active”**, with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- (d) The Tenderer or any of its directors/ shareholders are **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.
- (e) The Tenderer has not:
 - i) Abused the Employer’s Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (f) 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 the **Standard Conditions of Tender: C.1.1.3** of, the municipality reserves the right to award or not award the tender based on the municipalities available budget.

C.3.15 Complete adjudicator’s contract:

Refer to the **Conditions of Contract** and the **Contract Data**.

C.3.17 Copies of contract:

The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**. Tenderers are referred to the requirements as stated in the **Tender Data: C.2.13**.

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Complaints and Objections (Appeals)

Reference is to be made to Clause 49 of the eThekweni Supply Chain Management Policy.

In terms of Section 49 of the EtheKwini SCM Policy any person aggrieved by decisions taken in the implementation of the SCM System may lodge, within 14 days of notification thereof, a written objection against the decision. The objection with regard to the decision is to be directed to:

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

Any objection will only be processed upon receipt of a non-refundable administration fee of **R1,814.00** (including VAT), as stipulated in the Municipality's current SCM Policy. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

EThekweni Metropolitan Municipality
First National Bank (FNB)
Account Number: 631-6574-6331
Reference Number: **33971 5E**

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:

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

T1.2.3.4 Functionality Specification

Item	Condition of tender and requirements for Scoring purpose
1	<p>Experience electrical, Electricians teams deemed competent by eThekweni electricity training centre. One ELECTRICAL team comprises of one Electrician, Assistant and two general workers.</p> <p>PSIRA registered security company, personnel and vehicles One SECURITY team comprises of four (4) armed security personnel. One grade B and Three grade C.</p> <p>Submissions must include both the electrician and security teams. Any submission from one team without the other will not be considered.</p> <p>Entities may only submit one (1) tender offer, either as a single tendering entity or as a partner or a joint venture / consortium .</p> <p>Should a tendering entity submit more than one (1) tender, all submissions by that tendering entity, including submissions where the entity is a partner of a joint venture, will be deemed not to be eligible.</p>

Functionality Criteria					
Item	Minimum Required	Description of Items and Weightings	Maximum Points Score		
ELECTRICAL					
Tenderer's Experience Electrical	3	3 x projects where Tenderer served as the main contractor in electrical engineering works.	100%	50	
		2 x projects where Tenderer served as the Main contractor and 1 x as sub-contractor in electrical engineering works.	80%		
		3 x projects where Tenderer served as sub-contractor in electrical engineering works.	50		
Key Personnel Electrician					
Key Personnel Electrician	3	3 x Revenue Protection Competent Electrician	100%	10	
		3 x Electricians where at least two have Revenue Protection Competent Electrician	50%		
		No electricians	0%		
Vehicles					
Vehicles	3	3 x One Ton Light Duty Vehicles (all Owned)	100%	10	
		3 x One Ton Light Duty Vehicles (Own one or two or all leased/Hired)	80%		
		2 x One Ton Light Duty Vehicles (All Owned)	75%		
		2 x One Ton Light Duty Vehicles (Own one or two or All leased/ Hired)	50%		
		No suitable vehicles	0%		
SECURITY					
Key Personnel Security guards	12	9 x Grabe C PSIRA certificates 3 x Grade B PSIRA certificates 12 x valid Firearm licences 12 x valid competence to possess firearm	100%	20	
		8	6 x Grabe C PSIRA certificates 2 x Grade B PSIRA certificates 8 x valid Firearm licences 8 x valid competence to possess firearm		50%
		NO security	0		
Vehicles					
Vehicles	3	3 x suitable vehicle to carry (4) security personnel (all owned)	100%	10	
		3 x suitable vehicle to carry (4) security personnel (Own one or two or all leased/ Hired)	80%		
	2	2 x suitable vehicle to carry (4) security personnel (All owned)	75%		
		2 x suitable vehicle to carry (4) security personnel (Own one or two or all leased /Hired)	50%		
		No suitable vehicles	0%		

Maximum possible score for Functionality (M_s) 100

The minimum number of evaluation points for Functionality is **70**. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated. Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted and then totalled to obtain the

final score for Functionality.

Evaluation criteria will be adjudicated according to submissions made in accordance with the following schedules, which are found in T2.2: Returnable Schedules:

Criterion: Tenderer's Experience
<p>A minimum of Three (3) projects where Tenderer served as the main contractor or sub-contractor successfully completed within the past 10 years that is on or after 30 June 2015, will be eligible to have their tenders evaluated in terms of Clause F.3.11.</p> <p>The documentation and information required for works as Main Contractor on current contracts include the following: (1) Letter of award or form of offer and acceptance (2) The most recent payment certificate or invoice including a summary of quantities (3) A detailed scope of work. For completed contracts, the requirements are: (1) Letter of award or form of offer and acceptance (2) Final payment or invoice including a summary of quantities (3) Completion certificate (4) A detailed scope of work.</p> <p>The documentation and information required for works as Sub-Contractor on current contracts include the following: (1) Proof of the sub-contract agreement (2) The most recent payment certificate or invoice including a summary of quantities (3) A detailed scope of work. For completed contracts, the requirements are: (1) Proof of sub-contract agreement (2) Final payment or invoice including a summary of quantities (3) A detailed scope of work.</p> <p>Failure to submit the returnable form T2.2.16, <u>and</u> provide the above supporting documentation/ information, for each submission of experience, will invalidate that experience submission</p>

*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: _____

Criterion: Key Personnel Electrician

Note: To address the issue of resource duplication from previous contracts, which has led to the unfair nullification of bids, the following measures will be implemented for this contract: All tenderers must submit a sworn affidavit from electrician, granting permission for the tenderer to utilise him/her as a resource. In cases where there is duplicate electrician between two or more tenderers, an interview will be conducted by the evaluation panel with the declared electrician ONLY, to determine the rightful employer. The contact details provided in the affidavit will be used to engage the declared electrician, If the electrician fails to appear before the evaluation panel or does not disclose their rightful employer, only that specific electrician will be disqualified from all affected Tenderer will not be disqualified as long as the minimum number of electricians is maintained, even after the removal of that particular electrician.

Three electricians deemed competent in Revenue Protection in accordance with the standard operating procedures set by eThekwini Electricity training centre OR Three electricians were at least two deemed competent in Revenue Protection in accordance with standard operating procedures set by eThekwini Electricity. The electrician who is not competent in Revenue Protection will participate in a training program at the eThekwini Electricity Training Centre to gain the necessary competency.

The tenderer is required to submit an updated CV of the electrician, limited to a maximum of 2 pages. Each CV should be organised under the following headings:

- 1. Personal Particulars
- 2. Qualifications (including diplomas, trade tests, etc.)
- 3. Name of Current Employer and Position
- 4. Experience Related to Revenue Protection ONLY
- 5. References

The Tenderer is required to submit a certified copy of the electrician's ID. The ID copy must be clear and readable, any vague or unclear copies will not be accepted.

The Tenderer is required to submit a certified copy of the Trade Test Certificate for the electrician. Please ensure that these documents are clear and readable, as any vague or unclear copies will not be accepted.

The Tenderer is required to submit a completed Sworn Affidavit by Electrician and can be found under returnable form T2.2.18.

The Tenderer is required to submit a certified copy of Competency Certificate (if Applicable), not competency card for the electrician. Electrician must not be older than 63 years of age.

Failure to submit the returnable form T2.2.18, and provide the above supporting documentation/ information, will invalidate that key personnel electrician submission

*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: _____

Criterion: Security

Note: To address the issue of resources from previous contracts, which has led to the unfair nullification of bids, In cases where there is duplication only that specific security personnel will be disqualified from all affected Tenderers. Tenderers will not be disqualified if the minimum number of security personnel is maintained.

The company must be registered and be in good standing with PSIRA. Twelve (12) security personnel Registered with PSIRA, nine (9) grade C and three (3) grade B or six (6) grade C and two (2) grade B

The Tenderer is required to submit updated certified copies of

- . 12 x ID copies of security personnel
- . Valid Letter of good standing with PSIRA
- . Valid Firearms Licenses for 12-armed security guards
- . PSIRA certificates for (12) or (8)-armed security guards and company list of employees printed from PSIRA website.
- . Competency to possess a firearm for (12) or (8)-armed security guards
- . Three (3) or Two (2) vehicles, each suitable to accommodate four people. (Certified copies of Logbooks).

The copies must be clear and readable; any vague or unclear copies will not be accepted.

Failure to submit the returnable form T2.2.19, and provide the above supporting documentation/ information, will invalidate that key personnel submission

*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: _____

Criterion: Vehicles

Note: eThekweni Municipality may verify submitted documents through ENATIS. Fraudulent submissions will result in the nullification of the bid, regardless of whether the tenderer meets the minimum requirements.

1.VEHICLES REGISTERED UNDER THE COMPANY OR THE DIRECTOR(S)/MEMBER(S) NAME

Three (3) or Two (2) One Ton Light Duty Vehicles (LDVs) that are equipped with roof racks. All vehicles must be registered under the company name or director(s)/member(s) name as per CIPC document. The Tenderer is required to submit a certified copy of the Certificate of Registration in respect of Motor Vehicle (Logbook) if not certified the vehicle will not be considered. The title holder or owner must be the company or director(s)/member(s). These copies must be clear and readable, any vague or unclear copies will not be accepted

2.VEHICLES THAT ARE RENTED OR LEASED

Three (3) or Two (2) One Ton Light Duty Vehicles (LDVs) that should be equipped with roof racks. The tenderer is required to submit a lease agreement or the letter of intent to lease.

3.SECURITY VEHICLES REGISTERED UNDER THE COMPANY OR THE DIRECTOR(S)/MEMBER(S) NAME

Three (3) or Two (2) suitable vehicles to transport 4 security personnel. All vehicles must be registered under the company name or director(s)/member(s) name as per CIPC document. The Tenderer is required to submit a certified copy of the Certificate of Registration in respect of Motor Vehicle (Logbook) if not certified the vehicle will not be considered. The title holder or owner must be the company or director(s)/member(s). These copies must be clear and readable, any vague or unclear copies will not be accepted

4.VEHICLES THAT ARE RENTED OR LEASED

Three (3) or Two (2) One Ton Light Duty Vehicles (LDVs) that are equipped with roof racks. The tenderer is required to submit a lease agreement or the letter of intent to lease.

Failure to submit the returnable form T2.2.23, and provide the above supporting documentation/ information, will invalidate that vehicles submission

*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:

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 and signed as required.

The Tenderer is required to complete and sign 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	36
T2.2.2 Certificate of Attendance at Clarification Meeting/ Site Inspection	37
T2.2.3 MBD 4: Declaration of Interest	38
T2.2.4 MBD 5: Declaration for Procurement Above R10 Million (if applicable)	4040
T2.2.5 Contracts Awarded by Organs of State in the past 5 years	41
T2.2.6 MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.7)	45
T2.2.8 MBD 8: Declaration of Bidder's Past SCM Practices	47
T2.2.9 MBD 9: Certificate of Independent Bid Determination	49
T2.2.10 Declaration of Municipal Fees	51
T2.2.11 Contractor's Health and Safety Declaration	52
T2.2.12 CSD Registration Report.....	54
T2.2.13 CIDB Registration and Status	55
T2.2.14 Joint Venture Agreements (if applicable)	56
T2.2.15 Record of Addenda to Tender Documents.....	57

Technical or Functionality Evaluation

T2.2.16 Experience of Tenderer	58
T2.2.17 Proposed Organisation and Staffing	59
T2.2.18 Key Personnel (Electrician)	60
T2.2.19 Key Personnel (Security).....	62

T2.2.21	Construction Approach, Methodology, and Quality Control	63
T2.2.23	Vehicles	64
T2.2.24	Contractor's Health and Safety Plan	65
Contract Part: The Tenderer is required to complete following forms:		
C1.1.1	Form of Offer	66
C1.2.2.2	Data to be Provided by Contractor	72
C2.2	Bill of Quantities	84

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Tenderer to Complete	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	Email address of representative		
1.4	Contact numbers of representative	Tel:	Cell:
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	VAT registration number, if any:		
1.7	CIDB registration number, if any:		
1.8	Department of Labour: Registration number		
1.9	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.	Personal income tax No. *
2.1			
2.2			
2.3			

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 **MBD 4, MBD 6, MBD 8, and MBD9** issued by National Treasury must be completed for each tender and be included as a tender requirement.

*** Tenderers are to include, at the back of their tender submission, a printout of their SARS "Tax Compliance Status – PIN Issued" certificate, failing which the tender submission will be deemed non-responsive.**

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

- i) authorizes the Employer to verify the Tenderer's tax clearance status from the South African Revenue Services that it is in order.
- ii) 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.
- iii) 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.
- iv) 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.
- v) 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 the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

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

was represented by the person(s) named below at the Clarification Meeting for Contract **33971 5E** held for all Tenderers, the details of which are stated in the **Tender Data: C.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 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

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

3.7 The names of all directors / trustees / shareholders / members / 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? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
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? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
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? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		
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 ? If yes, furnish particulars:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">YES</td> <td style="width: 50%; padding: 2px;">NO</td> </tr> </table>	YES	NO
YES	NO		

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			

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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.

NAME (Block Capitals): **Date**

SIGNATURE:

**T2.2.4 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	
<p>1.0 Are you by law required to prepare annual financial statements for auditing?</p> <p>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. The audited annual financial statements are to be included at the back of the tender submission.</p>	YES	NO
<p>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?</p> <p>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.</p> <p>2.2 If YES, provide particulars.</p>	YES	NO
<p>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?</p> <p>3.1 If YES, provide particulars. SEE Returnable Document "Contracts Awarded by Organs of State in the Past 5 Years"</p>	YES	NO
<p>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?</p> <p>4.1 If YES, provide particulars.</p>	YES	NO

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals): **Date**

SIGNATURE:

T2.2.5 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS

In terms of SCM Policy Section 20(1)(d)(iii), Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 5 Years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

Material non-compliance or dispute (Yes or No)													
Date Completed													
Value of Work													
Consulting Engineer/ Engineers representative													
Employer													
Contract Number													

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.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM) (SCMP 52.5: Broad-Based Black Economic Empowerment)

This form serves as a claim form for preference points for **Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution**. **Reference is to be made to the Tender Data: C.3.11.**

1.0 GENERAL CONDITIONS

1.1 The relevant **Preference Points System (90/10)** applicable to this bid is stated in the **Tender Data: C.3.11.**

1.2 Failure on the part of a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Mico Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for **B-BBEE Status Level Of Contribution** are not claimed.

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

2.0 ADJUDICATION USING A POINT SYSTEM

2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.

2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

2.3 Points scored will be rounded off to the nearest 2 decimal places.

2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

3.0 POINTS AWARDED FOR PRICE

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

80/20 Procurement System

or

90/10 Procurement System

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

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

Where: P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

4.0 POINTS ALLOCATED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 Preference points must be claimed by a bidder for attaining the **B-BBEE Status Level of Contribution** in accordance with the applicable table below:

80/20 Preference Points System	
B-BBEE Level Contributor	Preference Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

90/10 Preference Points System	
B-BBEE Level Contributor	Preference Points
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-Compliant	0

- 4.2 All bidders must submit **B-BBEE Status Level of Contribution Certificates**, issued by either verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), **or sworn affidavits** in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).
- 4.3 Any enterprise with an annual Total Revenue of R 10 million or less qualifies as an Exempted Micro-Enterprise.
- 4.4 Exempted Micro-Enterprises are deemed to have B-BBEE Status of "Level Four Contributor" having a B-BBEE procurement recognition of 100% in terms of the Codes of Good Practice.
- 4.5 An Exempted Micro Enterprise (EME) with at least 51% black ownership qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.6 An Exempted Micro Enterprise with 100% black ownership qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.7 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.8 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.9 A Qualifying Small Enterprise (QSE) with at least 51% black ownership qualifies as a Level 2 contributor.
- 4.10 A QSE with 100% black ownership qualifies as a Level 1 contributor.
- 4.11 A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.12 A QSE with less than 51% black ownership is required to submit a BBBEE level verification certificate issued by a BBBEE verification professional.
- 4.13 A Trust, consortium or joint venture:
- must submit a B-BBEE status level certificate in order to qualify for points;
 - may qualify for points as an unincorporated entity provided, that they submit their consolidated scorecard is prepared for separate tender; and
 - where no consolidated scorecard exists, the weighted average (in accordance with participation percentages) must be used and rounded off to the nearest status level.

4.14 Gazetted Sector Codes supersede Generic Codes.

5.0 SUB-CONTRACTING

5.1 B-BBEE points must not be awarded to a tenderer who intends sub-contracting more than 25% of the value of the contract to an enterprise that does not qualify for at least the points that such contractor qualifies for, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.

5.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to an enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.

5.3 A person awarded a contract in relation to a designated sector may not sub-contract in such a manner that the **Local Production and Content** of the overall value of the contract is reduced to below the prescribed minimum threshold.

6.0 BID DECLARATION

6.1 Bidders who wish to claim points in respect of **B-BBEE Status Level of Contribution** must complete the following:

B-BBEE Status Level of Contribution	Tenderer's Preference Points Claim (maximum of 10 or 20 points)
Points claimed must be in accordance with the relevant table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE Status Level of Contribution Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).	

Tenderers are to include, at the back of their tender submission, their B-BBEE Status Level of Contribution Certificate, or sworn affidavits, failing which no Preference Points will be deemed to have been claimed.

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:

.....

.....

.....

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM

(SCMP 52.7: Basket of Preference Goals)

This form serves as a claim form for preference points according to **The Basket of Preference Goals. Reference is to be made to the Tender Data: C.3.11.**

1.0 GENERAL CONDITIONS

- 1.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Tender Data: C.3.11.**
- 1.2 Failure on the part of the Tenderer to submit the required proof or documentation, in terms of the requirements in the Tender Data for claiming specific goal preference points, will be interpreted that **Preference Points for Specific Goals** are not claimed.
- 1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2.0 ADJUDICATION USING A POINT SYSTEM

- 2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3 Points scored will be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

3.0 POINTS AWARDED FOR PRICE

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

80/20 Procurement System

or

90/10 Procurement System

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

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

Where: Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

4.0 POINTS ALLOCATED FOR THE BASKET OF PREFERENCE GOALS

4.1 Preference points may be claimed for the **Specific Goals** stated in the **Tender Data: C.3.11**.

For the purposes of this tender, the Tenderer may claim points based on the goal(s) stated in the table below, as supported by proof/ documentation specified in the Tender Data.

90/10 Preference Points System The Specific Goals to be allocated points in terms of this tender:	Maximum Number of points ALLOCATED	Tenderer's Number of points CLAIMED
Ownership Goal: Race (black)	Specify	
Ownership Goal: Gender (female)	Specify	
Ownership Goal: Disabilities	Specify	
RDP Goal: The promotion of South African owned enterprises.	Specify	
RDP Goal: The promotion of export-oriented production to create jobs.	Specify	
RDP Goal: The Creation of new jobs to address black youth unemployment	Specify	
RDP Goal: The promotion of enterprises located in a specific municipal area.	Specify	
RDP Goal: Social upliftment of communities	Specify	
RDP Goal: The promotion of SMMEs owned by Black People (contracts >R5m)	Specify	
Total CLAIMED Points (maximum 10)	10	

5.0 REMEDIES FOR THE SUBMISSION OF FALSE INFORMATION

5.1 The remedies for the submission of false information regarding claims for specific goals are stated in the **SCM Policy: Section 52.9**.

Tenderers are to include, at the back of their tender submission, the required proof/ documentation in support of their Preference Goal claims (reference is to be made to the Specific Goals stated in the Tender Data: C.3.11).

*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:

.....

.....

T2.2.8 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?

Circle Applicable	
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.

.....
.....

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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.

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 below **Certificate of Independent Bid Determination** must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid for: Contract **33971 5E**
Provision of electrical engineering services -Infrastructure that includes the inspection, reporting, removal of illegal services , restoring of legal supply during and provision of security services for a thirty- six months period.

in response to the invitation for the bid made by: **ETHEKWINI MUNICIPALITY**

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

I certify, on behalf of:

that:

(continued on next page)

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.

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.10 DECLARATION OF MUNICIPAL FEES

Reference is to be made to the **Tender Data: C.2.23 and C.3.13(a)**.

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												

- If applicable, a copy of a recent (within the past 3 months) Metro Bill is to be provided.

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.
- Where a Tenderer’s place of business or business interests are carried out from premises as part of any other 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, copies of the above-mentioned account’s, agreements signed with the municipality, lease agreements, or official letters.

Failure to complete this form in full, sign, and return the required documents with the tender submission will result in the tender offer being deemed 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: _____

T2.2.11 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

In terms of Clause 5(1)(h) of the OHS Act 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 Act 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 Act 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)**:

Circle Applicable	
Yes	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:

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: _____

T2.2.12 CSD REGISTRATION REPORT

Reference is to be made to **Tender Data: C.2.1.1(b) and C.2.23.**

The **Tender Data: C.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 following is an example of the printout obtained from the above website.
 Note: the printout will contain more than one page.

The screenshot shows the CSD Registration Report interface. At the top left is the logo for the Central Supplier Database for Government. To the right are two input fields: 'Report Date:' and 'Report Ran By:'. Below this is a green banner with the text 'CSD REGISTRATION REPORT'. The main section is titled 'SUPPLIER IDENTIFICATION' and contains a grid of fields for data entry:

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, a printout of their CSD Registration Report. The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply will result in the tender offer being deemed 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 CIDB REGISTRATION AND STATUS

Reference is to be made to the **Tender Data: C.2.1.2, C.2.23, and C.3.13(c)**.

The **Tender Data: C.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 the **Tender Data: C.2.1.2**.

CIDB Registrations can be obtained from the CIDB website at:

<https://portal.cidb.org.za/RegisterOfContractors/>

The following is an example of the printout obtained from the above website using the provided “Print” button.
Note: the printout may contain more than one page.

Contractor Details	
CRS Number	Enterprise Status
Contractor Name *	Type of Enterprise
Trading Name	Expiry Date
Current Contractor Grading Designation	
Contractor Grades	
Approved Grade	Class of Work Type
	Active From

Tenderers are to include, at the back of their tender submission, a printout of their CIDB Registration and Status. The date of obtaining the CIDB Registration and Status printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply will result in the tender offer being deemed 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 JOINT VENTURES AGREEMENTS

If this tender submission is to be made by an established Joint Venture, the Joint Venture Agreements and Power of Attorney Agreements are to be attached here.

Should the Joint Venture, at the time of submission, not yet be formalised, this form is to be completed in full and signed by all parties to the proposed Joint Venture.

The Lead Partner of the Joint Venture is to sign the **Form of Offer** in Section **C1.1.1**.

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: **33971 5E** be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name): Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

Partner/ Member 2

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

Partner/ Member 3

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

Note: All requirements for Joint Ventures, as stated elsewhere in this procurement document, must be complied with in full.

T2.2.15 RECORD OF ADDENDA TO TENDER DOCUMENTS

Reference is to be made to the **Tender Data: C.2.6.**

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: _____

T2.2.17 PROPOSED ORGANISATION and STAFFING

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Tenderer must attach their organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

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:

.....

SWORN AFFIDAVIT BY A RESOURCE

I, the undersigned,

Full Name & Surname	
Identity Number	
Competency	
Contact Number	
Address	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I hereby declare my consent to be utilised as a resource for contract number 33971 5E with the following enterprise and I confirm that I have not given my consent to any other bidder for this contract.
3. I understand and aware that if I submit my name as a resource to any bidder other than the one listed below may result in the termination of my involvement in contract number 33971 5E.
4. I am giving consent to the evaluation panel to contact me should my name appear to two or more bidders so that I can give clarity and I am aware that failure to appear will result in the termination of my involvement in contract number 33971 5E.
5. I am aware of the scope of work to be conducted on this contract, and I give consent to eThekweni Electricity officials to conduct verification of my qualifications submitted.
6. I am aware that any false statements or misrepresentation may result in the termination of my involvement in contract number 33971 5E
7. I know and understand the contents of this affidavit; I have no objection to take prescribed oath and consider the oath binding on my conscience.

Enterprise Name	
Trading Name	
Registration Number	
Representative Name	
Signature & Date	
Enterprise Address	

Deponent Signature _____

Date _____

Commissioner of Oaths

Signature & Stamp

T2.2.21 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

Construction Approach and Methodology

The construction approach and methodology must respond to the Scope of Work and outline the proposed approach to undertake the work showing a detailed programme including health and safety aspects, the use of plant and resources for this Project.

Quality Control

The quality control statement must discuss what control measures are to be employed on site to attain the specified results and is to cover the program associated activities.

The Tenderer must attach their Construction Methodology and Quality Control information to this page.

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 VEHICLES

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

Tenderers are to include, at the back of this page, a certified copy of the Certificate of Registration in respect of Motor Vehicle (Logbook) AND/OR Letter of intent to hire vehicles.

(a) Details of vehicles that is owned by me / us and immediately available for this contract.

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

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: _____

T2.2.24 CONTRACTOR'S HEALTH AND SAFETY PLAN

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts (if applicable).

At tender stage only a brief overview (**to be attached to this page**) of the Tenderers perception on the safety requirements for this contract will be adequate.

Only the successful Tenderer shall submit separately the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.

The detailed safety plan will take into consideration the site specific risks as mentioned under **C.3: Project Specification**. A generic plan will not be acceptable.

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: **33971 5E**

Contract Title: **Provision of electrical engineering services -Infrastructure that includes the inspection, reporting, removal of illegal services and restoring of legal supply during a thirty- six months 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:**

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 fulfil 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 **General Conditions of Contract for Construction Works (2015 3rd Edition) (GCC 2015)** published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805-5947, Fax: 011-805-5971, E-mail: civilinfo@saice.org.za).

The Contract Data (including variations and additions) shall amplify, modify, or supersede, the GCC 2015 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 GCC 2015 to which it mainly applies.

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **1 Year / Not Required**.

1.1.1.14 The **time for achieving Practical Completion**, from the Commencement Date is **XXX Weeks**. The period as stated in 5.3.2, and the 7 days referred to in 5.3.3, are included in the above time for achieving Practical Completion. The special non-working days as stated in 5.8.1 are excluded from the above time for achieving Practical Completion.

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

1.2.1.2 The address of the Employer is:
Physical: [Electricity Unit, 1 Jeff Taylor Crescent, Durban, 4001](#)
Postal: [Electricity Unit, P. O. Box 147, 4000](#)
Telephone: [031 311 9007](#)
Fax: 031 311 1050
E-Mail: Leshan.Moodliar@durban.gov.za

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

1.2.1.2 The address of the Employer' Agent is:
Physical: [Electricity Unit, 1 Jeff Taylor Crescent, Durban, 4001](#)
Postal: [Electricity Unit, P. O. Box 147, 4000](#)
Telephone: [031 611 16527](#)
Fax: 031 311 1050
E-Mail: Mpiyakhe.Mashinini@durban.durban.gov.za

1.1.1.26 The **Pricing Strategy** is by **Re-measurement Contract**.

3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **15%** contingencies.

5.3.2 The **time to submit the documentation** required before commencement with Works is **14 Days**.

5.3.3 Add the following paragraph:

“If a construction work permit, in terms of Clause 3(1) of the Construction Regulations (2014), is applicable, the instruction to commence carrying out of the works may only be issued once the construction work permit has been obtained by the Employer’s Agent. If a construction work permit is applicable, the contractor shall allow for a minimum period of 37 days, after the submission (or re-submission) of the documentation referred to in Clause 5.3.1., for the issuing of the construction work permit.”

5.13.1 The **penalty for failing to complete the Works** is Team **per hourly rate x 3** .

5.16.3 The **latent defect liability** period is **3 Years**.

6.2.1 **Security (Performance Guarantee):** Delete the word “selected” and replace it with “stated”.

The liability of the Performance Guarantee shall be as per the following table:

Value of Contract (incl. VAT)	Performance Guarantee Required
Less than or equal to R 1m	Nil
Greater than R 1m and less than or equal to R 10m	5% of the Contract Sum
Greater than R 10m	10% of the Contract Sum

6.5.1.2.3 The **percentage allowance** to cover overhead charges for daywork are as follows:

- **80%** of the gross remuneration of workmen and foremen actually engaged in the daywork;
- **20%** on the net cost of materials actually used in the completed work.

No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage.

6.8.2 **Contract Price Adjustment Factor:** Will be based on the annual increase as per BOQ

6.10.3 **Retention Money:** Delete the word “selected”.

The percentage retention on the amounts due to the Contractor is 10%.

The limit of “retention money” is 5% of the Contract Sum.

Should the Contract Price exceed the Contract Sum then the limit of “retention money” is 5% of the Contract Price.

Interest will not be paid on retention withheld by the Employer.

8.6.1.1.2 The **value of Plant and materials** supplied by the Employer to be included in the insurance sum: **R 100 000**

8.6.1.1.3 The **amount to cover professional fees** for repairing damage and loss to be included in the insurance sum: **Not Required**

8.6.1.2 **SASRIA Coupon Policy** for Special Risks to be issued in joint names of Council and Contractor for the full value of the works (including VAT).

8.6.1.3 The limit of indemnity for **liability insurance: R 1 000 000.**

8.6.1.5 Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:

Third Party Insurance (Public Liability)

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1 000 000.**
- Consequential loss to be covered by policy: **Yes /**
- Liability section of policy to be extended to cover blasting: **Nil /.**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R 10 000.**

Principal’s own surrounding Property Insurance

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council’s own surrounding property: **R 500 000.**
- Maximum first excess: **R 10 000**

Insurance of Works

- Minimum amount for additional removal of debris (no damage): **Nil**
- Minimum amount for temporary storage of materials off site, excluding Contractor’s own premises: **Nil**
- Minimum amount for transit of materials to site: **Nil**

8.6.5 **Approval by Employer:** At the end of the sub-clause, add the following paragraph:

"Except where otherwise provided in the Special Conditions of Contract, the insurance cover effected by the Contractor in terms of this clause shall not carry a first loss amount greater than those set out below:

Contract Price	First Loss
Less than R 100,000	R 5,000
R 100,000 to R 500,000	R 10,000
R 500,000 to R 1,000,000	R 20,000
R 1,000,000 to R 2,000,000	R 30,000
R 2,000,000 to R 4,000,000	R 40,000
Greater than R 4,000,000	R 50,000

The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer.

C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone:

Fax:

The E-Mail address of the Contractor is:

.....

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

C1.2.3. CONTRACTOR PARTICIPATION GOAL (CPG)

C1.2.3.1 SUBCONTRACTING (POST AWARD)

A minimum of 30% of this work shall be subcontracted to entities that are >51% black owned. The contractor is expected to provide 30% roll out subcontracting plan. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved. The penalty of not achieving the specified subcontracting will be 0.5% of the contract value (excluding PC Sum items and fixed cost allowed for every 1% of subcontracting not achieved.

C1.2.3.1.1 SUBCONTRACTUAL REQUIREMENTS BY MAIN CONTRACTOR

The bidder shall comply with the following contractual requirements when selecting a subcontractor:

1. The Subcontractor shall not be presently in the service of the state.
2. Shall not have been in the service of the state for the past twelve months.
3. The Subcontractor Shall not have any relationship (family, friend, other) with persons in the service of the state who may be involved with the evaluation and or adjudication of this bid.
4. The bidder Shall not have any relationship (family, friend, other) with subcontractor
5. The Subcontractor Shall not have any of the company’s directors, trustees, managers, principal shareholders or stakeholders in service of the state.
6. The bidder Shall appoint one subcontractor with 30% CPG each.
7. The Subcontractor has been in the business for at least 6 months.
8. The bidder shall submit proof of documents as per clause C1.2.3.1.2 with tender document

C1.2.3.1.2 REQUIREMENTS OF SUBCONTRACTOR

The bidder shall ensure that the subcontractor complies with the following functional requirements: Item

Mandatory Requirements	
1	CIDB Grade 4 EP/EB or less
2	CSD Registration
3	CIPC doc
4	* A minimum of one (1) Revenue protection competent electrician by eThekwini Electricity or a Trade tested electrician who can undergo training and be deemed competent within a year. * 1x Bakkie with roof racks. The electricians declared must not be blacklisted by eThekwini Electricity’s training department. The electrician shall not be above the age of 63 years.
5	PSIRA registered company
6	*Four security Personnel, competent to possess a firearm. Grade B x (1) and Grade C x (3). *1x suitable vehicle

C1.2.3.2 PERFORMANCE MONITORING OF SERVICE PROVIDERS

1. The Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

2. Key Performance Indicators (KPIs) are specified in the Scope of Works or will be discussed and agreed with the Contractor before commencement of the contract.

C1.2.3.3 ADMINISTRATIVE

1. Each successful bidder must have an administrative secretarial who will always cater for telephonic and facsimile communication during the working day.

C1.2.3.4 STANDARD DRESS CODE

1. The Contractor's staff shall be required to comply with standard dress code of two piece (jacket and trouser) red arc rated and flame-retardant overalls fully complying with the design, manufacturing and testing requirements detailed in clause 6 of SANS 724:2010. The arc thermal performance (ATPV) for the jacket and trouser shall be between **12 cal/cm² – 15 cal/cm²**. The Material used in the construction of the jacket and trousers shall be tested, inspected and certified in a Kinetics or Aitex Laboratory. Marking and labelling shall be as stated in clause 7 of SANS 720:2010, "Marking and Labelling". Provision should be made for the jacket and trousers to have reflective stripes. The "instruction for use" shall be specified in each jacket and trouser. The service life of the jacket and trousers in terms of its cleaning cycle shall be specified. The supplier shall provide training on the use and care of the jacket and trousers offered. The back of the jacket shall reflect the company name and telephone number. The contractor is required to supply his staff with safety shoes and socks. The jacket, trousers and safety shoes shall, always whilst attending their field duties, be worn. It shall be the Contractor's responsibility to provide all necessary clothing to comply with this dress code.

2. Only those contractor's teams with full-flash PPE shall be issued work and access to work sites within eThekweni Electricity area of supply.

Note: eThekweni Electricity's SHERQ and training Centre can be contacted for more detailed technical specifications or the list of approved suppliers.

C1.2.3.5 CONTRACTOR TO NOTE AND COMPLY WITH THE FOLLOWING

1. eThekweni Electricity has the right to have any of the Contractors' personnel removed off site without cancelling the contract if, in eThekweni Electricity's opinion, it is warranted.
2. eThekweni Electricity reserves the right to request disciplinary/corrective action if, and when required.
3. The Contractor shall operate under the direction and instructions of the Manager: Revenue protection or his/her representative or such person(s) as may be appointed by him.
4. The Contractor shall transport his staff to, and from, site.
5. The Contractor shall comply with all local and statutory labour laws and agreements.
6. The Contractor shall similarly ensure that his staff abide by such regulations and regulations.
7. The Contractor shall maintain the high standard of workmanship expected by eThekweni Electricity and shall comply with any quality assurance and quality procedure implemented by eThekweni Electricity.
8. The Contractor shall provide all safety apparel, safety equipment and cleaning materials.

C1.2.3.6 CONTROL AND SAFE-KEEPING OF MATERIALS

1. In the course of execution of projects as envisaged under the scope of this specification, all materials will be provided by the Council and issued to the Contractor 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 Contractor and any shortfall in the quantities so utilized, or any damage sustained whilst in the possession of the Contractor, shall be charged to the account of the Contractor at full replacement value, plus a 20% handling charge.

2. Bidders need 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.

3. Materials supplied by the Council and issued to the Contractor shall always remain the property of the Council, irrespective of whether the Contractor has been charged, and paid for the material or not. In the event of the Contractor 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. Council issued material shall only be used on Council Projects.

C1.2.3.7 CARE OF WORKS AND RESPONSIBILITY OF CONTRACTOR

1. The Contractor 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.

C1.2.3.8 CARE AND PREVENT DAMAGE

1. The Contractor shall be responsible for any claims arising during execution of the Contract whether in favour of the Council 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 No: **33971-5E**

C1.2.3.9 DAMAGE TO PERSONS AND PROPERTY

1. The Contractor shall indemnify and keep indemnified the Council against all loss or damage, all claims, including any claim for injury, damage or loss (including consequential loss) to any person or property whatsoever, which may arise out of, or in consequence of the execution of the Contract or of any act or omission of the Contractor or his subcontractors or of his or their employees, and against all demands, actions, proceedings, costs, charges and expenses whatsoever, in respect of such claims or incurred in opposing, defending, compromising or settling the same, provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of, or to indemnify the Council against any claim for injury, damage or loss arising out of any act or neglect done or committed during the currency of the Contract by the Council, its agents, servants or other contractors (not being employed by the Contractor), or for, or in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

C1.2.3.10 INDEMNITY BY THE COUNCIL

1. The Council will indemnify the Contractor from and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision of C1.2.3.13.

C1.2.3.11 ACCIDENTS

1. In addition to the statutory obligations, the Contractor shall immediately report to the Head: Electricity all accidents and all abnormal situations and occurrences affecting the Works or the execution of this Contract, whether such accidents are in respect of damage to the Works, or persons, property or things. If required by the Head: Electricity, the report shall be in writing and shall contain full details of the occurrence. The Head: 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 Contractor shall give the Manager or his/her representative, full facilities for carrying out of such enquiries.

C1.2.3.12 PROTECTION OF WORKS AND INJURY TO PERSONS

1. The Contractor 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.

C1.2.3.13 REMEDY ON CONTRACTORS' FAILURE TO INSURE

1. Failure by the contractor to effect and keep in force the insurance referred to in Clause **C1.2.3.12** and **C1.2.3.14** hereof, or to comply with the requirements of the Occupational Injuries and Diseases Act, shall be

a breach of Contract and, until such breach is remedied, the Council may require the Contractor to discontinue the Work, may withhold payment, or may effect and keep in force such insurance.

C1.2.3.15 OCCUPATIONAL INJURIES AND DISEASES ACT

1. The Contractor, shall, before commencing execution of his duties under this contract, produce documentary proof to the DCM: Treasury that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act. The Contractor undertakes that he will perform all his obligations and comply with all the provisions of the Occupational Injuries and diseases Act and more particularly that he will render all returns and pay all assessments for which he is liable in terms of Contract No: **33971-5E**

C1.2.3.16 OCCUPATION HEALTH AND SAFETY ACT 1993

1. The Contractor shall comply with:

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

2. The Contractor 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.

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

4. The Contractor shall appoint a person who will liaise with the Manager or his/her representative, on all relevant safety issues.

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

5.1 Do safety audits at the Contractor's work-places and on its employees.

5.2 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.

C1.2.3.17 EXECUTION OF WORK

1. All the Works under this Contract shall be executed to the full satisfaction of the Manager or his/her representative and be carried out in strict accordance with the contract documents.

2. No alterations or departure from the terms of this contract shall in any way be made without the written order of the Manager or his/her representative.

3. The decision of the Manager or his/her representative shall be binding on the Contractor, without appeal, on all matters relating to the quality of workmanship.

C1.2.3.18 TESTS

1. At the conclusion of any routine or special work the contractor shall perform any tests called for by the Manager or his/her representative 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.

C1.2.3.19 GUARANTEE

1. A guarantee of one (1) year is applicable to all work carried out by the Contractor.

C1.2.3.20 ADDITIONAL WORK

1. Any additional work or service outside the scope of this contract must be approved by the Manager or his/her representative, or his/her duly authorised representative, before commencement and any costs Contract No: **33971-5E**

C1: Agreements and Contract Data P Document Version 12/05/2025

C1.2.3.21 ACCOMMODATION

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

C1.2.3.22 SPARE PARTS

1. eThekwini Electricity reserves the right to supply any spare part which may be required by the contractor in the satisfactory execution of the required scope of work

2. Only manufacturer approved spares will be used. When original equipment manufacturer (OEM) spares are unavailable re-engineered solutions shall be approved by the Manager: Technology Services.

C1.2.3.23 SECURITY ARRANGEMENTS

1. The Contractor shall be obliged to abide by all security arrangements and site regulations in force, at any substation he is required to work at.

2. The Contractor shall similarly ensure that his staff abide by such regulations and arrangements.

C1.2.3.24 CANCELLATION

1. If application is made for the liquidation of the CONTRACTOR or if the CONTRACTOR lodges with any Registrar of the Supreme Court an application for the placing of its estate under judicial management, or if it approaches its creditors to make an assignment of its estate for the benefit of its creditors or submits an offer of compromise or scheme of arrangement in terms of the Insolvency or Company Laws of the Republic of South Africa (other than for the purpose of a reconstruction approved by the COUNCIL), the COUNCIL may cancel this AGREEMENT summarily and unilaterally without prejudice to any other rights or claims which it may have against the CONTRACTOR.

C1.2.3.25 REMEDIES FOR NON-PERFORMANCE

1. Should eThekwini Electricity be of the opinion that the contractor has failed to carry out any of the obligations in terms of this contract, or if eThekwini Electricity, in its absolute discretion, is in any way dissatisfied with the goods or service rendered, then eThekwini Electricity may give the contractor notice, in writing, of such complaints and, if the situation is not rectified within seven (7) days of such notice, eThekwini Electricity may forthwith cancel this contract.

2. In addition, the Council will be entitled to all remedies as follows:

Council's Remedies for Undue Delay and Breach of Contract, etc. Time shall be considered of the essence of this contract. If, therefore, it should appear to the Manager or his/her representative that the Contractor is unnecessarily delaying the commencement of the work or that, after commencement, he is not progressing with the same in a proper and expeditious manner or that he does not strictly conform to the orders which may be given him by the Manager or his/her representative from time to time or become insolvent, then in such cases or in the case of the breach of any other conditions of this contract, it shall be lawful for the Council, without prejudice to any other remedy which may be available to it either in terms of this contract or a Common Law, by notice in writing, to terminate this contract so far as concerns the performance of the same under the directions and by means of the Contractor. This will not thereby affect, in any other respects, the liability of the said Contractor. The Council may enter upon any of the works and take possession of and use, or cause to be used. Gratuitously, until the completion of the contract works, the plant, tools and materials or the Contractor and to re-let the undertaking, or any part thereof, upon such conditions as it may think fit, or from time to time engage workmen and use all such plant, tools and materials as may be necessary and employ the same in such manner as the Manager or his/her representative may think necessary and proper for completing works, or for repairing or remedying, or endeavouring to repair any defects which may appear therein. The Manager or his/her representative shall be at liberty to authorise (by

his certificate) the Council to deduct the costs, charges and expenses in consequence incurred by the Council or to which the Council may be put or liable, from any sum or sums of money which, being the value as determined by the Manager or his/her representative or at the Contractor's rate of work as completed, provided such prices are detailed in this tender and the value of the plant, tools and materials remaining after the completion of the works; and in case such sums of money shall not be sufficient to defray such costs, charges and expenses, then it shall be lawful for the Council to recover the same from the Contractor by action at law or otherwise. Penalties apply as follows: Hourly rate multiplied by 3 or unit price of affected BOQ item multiplied by 3.

3. This Council reserves to itself the absolute right of cancellation of this contract for any breach of the conditions thereof, without the Contractor being entitled to claim any compensation or damages in respect of such cancellation.

C1.2.3.26 TERMINATION OF CONTRACT

1. The termination of contracts are to be approved by the Bid Adjudication Committee.

C1.2.3.27 THEFT OF MATERIAL OR INFRASTRUCTURE AND FRAUD

1. Fraud, theft of material/infrastructure or any property of eThekweni Municipality by contractor's staff shall always constituted good grounds for dismissal. The contractor is required to conduct internal investigation and provide the Manager with the findings. The Manager shall, at his discretion, report the matter to CIU for further action.

2. The concerned contractor staff shall be dismissed and removed from eThekweni Electricity training data base for a certain period. This certain period shall be determined by Manager in guidance of labour act and eThekweni Municipality policies.

C1.2.3.28 PERFORMANCE MONITORING OF SERVICE PROVIDERS

[For contract awards over R10m] The Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section (S.53) of the Employer's Supply Chain Management Policy. Key Performance Indicators (KPIs) are specified in the C3: Scope of Works or will be discussed and agreed with the Contractor before commencement of the contract.

C1.2.3.29 EMPLOYMENT OF APPRENTICE ELECTRICIAN

It shall be a requirement of this contract, that Contractor's make provision for the employment of a minimum of one apprentice electrician. This apprentice will be employed and trained strictly in accordance with guidelines set down in ESETA Regulations, as per Manpower Training Act (Act No 56 of 1981). This act governs the Apprentice Training Board for Local Authorities, which is regulated by the Department of Manpower. All costs to be incurred for the training of the Apprentice/s shall be for the account of the Contractor, from time of appointment through to Trade Test completion. The bidder shall on request submit proof of apprentice electricians employed and undergoing training. Failure to comply with this requirement shall result in an investigation and likely termination of the contract.

C1.2.3.4 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION

It is a condition of contract that the Contractor supplies the Employer's Agent's Representative with information in respect of the employment of all artisans and Labour (skilled and unskilled) employed to work on this contract. The information required is:

- Initials (per ID doc)
- Last Name (per ID doc)
- ID Number
- Disability (y / n)

<ul style="list-style-type: none"> • Education Level /eThekwini competency in the case of artisan. 	Level 1 Unknown	Level 2 No Schooling	Level 3 Grade 1-3	Level 4 Grade 4	Level 5 Grade 5-6
	Level 6 Grade 7-8	Level 7 Grade 9	Level 8 Grade 10-11	Level 9 Grade 12	Level 10 Post Matric
<ul style="list-style-type: none"> • Category of Employment 	Category A: Employed as Local Labour for this contract only Category B: Temporarily employed by the Contractor Category C: Permanently employed by the Contractor				

C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS

The Contractor shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section (S.53) of the Employer’s Supply Chain Management Policy.

Key Performance Indicators (KPIs) are specified in the C3: Scope of Works or will be discussed and agreed with the Contractor before commencement of the contract.

C1.2.3.6 EXCEPTED RISKS (Clause 8.3)

Pursuant to Clause 8.3 of the Conditions of Contract (GCC 2015), the Employer shall not be liable for the payment of standing time costs because of the occurrence of any of the “Excepted Risks” as defined under Clause 8.3.

However, the Employer shall reimburse the Contractor in respect of plant de-establishment and re-establishment costs because of “Excepted risks” when a written instruction to de-establish is issued to the Contractor.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

USE THIS VERSION IF GCC2015 and the STANDARD ENGINEERING SPECIFICATIONS ARE USED

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents (refer to C.1.2 of the Tender Data).

C2.1.2 PRICING INSTRUCTIONS AND DESCRIPTION OF ITEMS IN THE SCHEDULE

Measurement and payment shall be in accordance with the relevant provisions of **Clause 8 of each of the Standard Engineering Specifications** referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of **C2.1.8**.

The descriptions of the items in the Bill of Quantities are for identification purposes only and comply generally with those in the Standard Engineering Specification.

Clause 8 of each Standard Engineering Specification, read together with the relevant clauses of the Scope of the works, set out what ancillary or associated work and activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Engineering Specification, or the Scope of the works, conflict with the Bill of Quantities, the requirements of the Standard Engineering Specification or Scope of the work, as applicable, shall prevail.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the

General and Special Conditions of Contract, the Specifications and 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.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.5 MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in **Clause 6.10.1 of the General Conditions of Contract**, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

Where Provisional Sums or Prime Cost sums (PC Sum) are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with **Clause 6.6 of the General Conditions of Contract**. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical

errors.

C2.1.6 PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several 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.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required (Rate Only), or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

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.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

C2.1.7 "RATE ONLY" ITEMS

The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

The Preliminary and General Section is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

- Part AA: Preliminaries
- Part AB: General Specifications
- Part AH: Occupational Health and Safety

Fixed Charge Items: Each item should be priced separately and, subject to the Engineer certifying in terms of **Clause 6.7 of the General Conditions of Contract** that the work has been done, payment will be made as follows:

- (i) the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- (ii) when the certified value of fixed charge items in this section is greater than 5% of the net contract price, payment will be limited to 5% of the net contract price. The remainder will be paid when the value of the work done under the contract, excluding the value of fixed charge items in this section, is greater than 50% of the net contract price, excluding the value of fixed charge items in this section.

Time Related Items: Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section.

Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of **Clause 5.5 of the General Conditions of Contract**. The final monthly increment will only be paid upon the issue of a completion certificate.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents (refer to C.1.2 and C.2.5 of the Tender Data).

C2.1.2 PRICING INSTRUCTIONS AND DESCRIPTION OF ITEMS IN THE SCHEDULE

Measurement and payment shall be in accordance with the relevant provisions of Part C of the Committee of Transport Officials (COTO) – Standard Specifications for Road and Bridge Works for South African Road Authorities – Draft Standard, referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of C2.1.8.

The descriptions of the items in the Bill of Quantities are for identification purposes only and comply generally with those in the Standard Specification.

Part C of the Standard Specification, read together with the relevant clauses of the Scope of the works, set out what ancillary or associated work and activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of the works, conflict with the Bill of Quantities, the requirements of the Standard Specification or Scope of the work, as applicable, shall prevail.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the

Specifications and 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.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.5 MONTHLY PAYMENTS

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10.1 of the General Conditions of Contract, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

Where Provisional Sums or Prime Cost sums (PC Sum) are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

C2.1.6 PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several 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.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required (Rate Only), or items which already have Prime Cost or Provisional Sums affixed thereto. **If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.**

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.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

C2.1.7 "RATE ONLY" ITEMS

The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the

Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

C2.1.8 PRELIMINARY AND GENERAL

The Preliminary and General Section is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

- Part C1.2: General Requirements and Provisions
- Part C1.4: Facilities for the Engineer
- Part C1.5: Accommodation of Traffic

Fixed Charge Items: Each item should be priced separately and, subject to the Engineer certifying in terms of **Clause 6.7 of the General Conditions of Contract** that the work has been done, payment will be made as follows:

- (i) the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- (ii) when the certified value of fixed charge items in this section is greater than 5% of the net contract price, payment will be limited to 5% of the net contract price. The remainder will be paid when the value of the work done under the contract, excluding the value of fixed charge items in this section, is greater than 50% of the net contract price, excluding the value of fixed charge items in this section.

Time Related Items: Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section.

Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of **Clause 5.5 of the General Conditions of Contract**. The final monthly increment will only be paid upon the issue of a completion certificate.

Value Related Items: Value Related Items are not included in the Bill of Quantities. The Tenderer shall include any costs associated with Value Related Items under the relevant Fixed Charge Items or Time Related Items.

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of 02 pages. The pages are numbered **BoQ 1 to BoQ 2**

C.2.2.1 BILL OF QUANTITIES

The Unit Rates shall be in Rands and shall be inclusive of all storage, transport, communication, staffing subsistence charges, travelling charges, consumables, security (when needed) and technical requirements as indicated in the Technical Specification.

Company Stamp					
Item	Description	Unit	Year 1 Unit Price Exc. VAT	Year 2 Unit Price Exc. VAT	Year 3 Unit Price Exc. VAT
1.	Meter/Smart Meter Replacements (Single phase) Price per replacement of a single phase in accordance with the requirements of this enquiry (See Clause 3.3.6.2.1 of the Standard Specification.)	Each			
2.	Meter/Smart Meter Replacements (Three phase) Price per replacement of a single phase in accordance with the requirements of this enquiry (See Clause 3.3.6.2.1 of the Standard Specification.)	Each			
3.	Installation of a pole mounted CDU Price per installation of a box in accordance with the requirements of this enquiry. (See clause 3.3.13.4 of the Standard Specification)	Each			
4.	Live / Dead Seal Price per Live seal as per the requirements of this enquiry (See clause 3.3.2.7 of the Standard Specification.)	Each			

Company Stamp					
5.	Revenue Protection Competent Electrician	Hourly			
6.	Electrician Assistant	Hourly			
7.	General worker	Hourly			
8.	Standby (Electrician Team) (Saturday/Sunday/public holiday)				
9.	Grade C security personnel	Hourly			
10.	Grade B security personnel	Hourly			
11.	Arrest	Each			
		Total			
		Total Unit Rate Year 1 + Year 2 + year 3			
		Vat			
		Total Unit Rate Year (1,2 and 3) + Vat To be carried to the form of offer			

PART C3: SCOPE OF WORK

	<u>PAGE</u>
C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT	87
C3.2 PROJECT SPECIFICATIONS	88
C3.3 STANDARD SPECIFICATIONS	97
C3.3.1 Listing of the Standard Specifications	
C3.3.2 Amendments to the Standard Specifications	
C3.4 PARTICULAR SPECIFICATIONS	99
C3.4.1 Part AH - OHSA 1993 Safety Specification (2014)	
C3.4.2 Standard Environmental Management Plan for Civil Engineering Construction Works	

C3.1: PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Description of Works

eThekwini Electricity intends to appoint up to 3 contractors engaging the services to undertake the Provision of electrical engineering services Infrastructure that includes the inspection, reporting, removal of illegal services and restoring of legal supply during a thirty-six-month period in the Central, Southern and Northern Regions.

Each appointed Contractor shall be required to provide electricians and security teams as identified in the staff declaration of the Contract.

C3.1.4 CIDB B.U.I.L.D. Programme (Employer's objectives)

CIDB B.U.I.L.D. Programme is not applicable to this tender as indicated on page 2 of this document.

C3.2: PROJECT SPECIFICATION

PREAMBLE

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and / or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

C3.2.1 GENERAL

C3.2.2 Competency of Contractor's Staff

It shall be a requirement of this contract that the Contractor's electrician employees to carry out work in terms of this contract are deemed competent in terms of eThekweni Electricity Codes of Practice and Safety Rules.

No work shall be issued to employees that have not been deemed competent.

The following are requirements Teams.

C3.2.3 Electrician team

The Main contractor shall be required to provide **Three (3) or Two (2)** electrician teams as defined below, so that the required hours of service and contractors' performance requirements may be maintained. **One team from** the sub-contractor. Additional teams may be required on request.

Each electrician team shall consist of the following:

- (a) One (1) Competent Electrician, who shall have been deemed competent by eThekweni Electricity unit.
- (b) One (1) Electrician assistant and Two (2) general worker assistants who shall assist the Electrician.
- (c) 4x4 Bakkie as approved by the Engineer, with lock-able weatherproof canopy, suitable ladder racks.
- (d) One set of equipment per electrician as defined in **Clause C.3.2.14** of the Project Specifications of Contract.

C3.2.4 Security team

The Contractor shall be required to provide a minimum of nine (9) or six or (6) grade C and three (3) or (2) grade B security personnel to escort the electrician teams so that the required hours of service and contractors' performance requirements may be maintained. Additional teams may be required on request.

3.2.4.1 Each security team consist of the following:

- (a) One Grade B, supervisor.
- (b) Three (3) Grade C security personnel.
- (c) A suitable vehicle as approved by the Engineer to transport team of four security personnel.
- (d) One set of equipment as defined in **Clause C.3.2.15** of the Standard specifications of contract.

C.3.2.5 Training

The contractor staff may attend courses for the purpose of additional training and therefore the contractor shall include, in their pricing structure, the costs that will be incurred in releasing their staff members for the additional training by eThekwini's Training Centre and further testing by eThekwini Electricity Training Officer, System Operations.

The rates and duration of training are subject to change without notice. It is the bidder's responsibility to ascertain the rates applicable at the time of bidding.

For any courses or competencies required the contractor will have to comply with the minimum amount of experience required as set out by eThekwini Electricity.

Experience gained must have been acquired through a recognized Electricity Supply Authority such as a Municipality, Government Department or Eskom.

Contractor staff will be trained to use any device or advanced solution implemented for the processing to the removal of illegal connections.

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) does 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.

It will be the Contractors 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.

C.3.2.6 Code of Conduct

All staff will be issued with eThekwini Electricity's identity cards and shall be visibly always worn. Any Contractor who is guilty of accepting bribes of any kind from eThekwini Electricity customers, or who conducts himself in an unacceptable manner shall be withdrawn from performing the service immediately. The Engineer's decision in this respect shall be final and not subject to negotiation.

When approaching eThekwini Electricity's Customer, all teams must and comply with the following:

All Contractor's staff shall:

- (a) Be suitably dressed as stipulated in the Project specifications of Contract.
- (b) Wear their personal eThekwini Electricity identification card on their overall or Shirt jacket.
- (c) Approach the relevant Customer in a courteous manner and identify themselves.
- (d) Inform the Customer of their intentions.
- (e) Strive to be Customer Services oriented.

No person, other than the contractor's employee authorized to perform the work, is permitted to interact or communicate with eThekwini Electricity's customers.

Failure to comply with the code of conduct will result in a request to the contracting company to take immediate disciplinary action against the contracting staff. Failing to comply with the request will result in the contractor being withdrawn from performing services.

The cost of new or lost cards shall be borne by the bidder.

C.3.2.7 Standard Dress Code

The Contractor's staff shall be required to comply with standard dress code of two piece (jacket and trouser) red arc rated and flame-retardant overalls fully complying with the design, manufacturing and testing requirements detailed in clause 6 of SANS 724:2010. The arc thermal performance (ATPV) for the jacket and trouser shall be between **12 cal/cm² – 15 cal/cm²**. The Material used in the construction of the jacket and trouser shall be tested, inspected and certified in a Kinetrics or Aitex Laboratory. Marking and labelling shall be as stated in clause 7 of SANS 720:2010, "Marking and labelling". Provision shall be made for the jacket and trouser to have reflective stripes.

The "instruction for use" shall be specified in each jacket and trouser. The service life of the jacket and trouser in terms of its cleaning cycle shall be specified. The supplier shall provide training on the use and care of the jacket and trouser offered. The back of the jacket shall reflect the company name and telephone number. The contractor is required to supply to his staff safety shoes and socks. The jacket, trouser and safety shoes shall, at all times whilst attending to their field duties be worn. It shall be the Contractor's responsibility to provide all necessary clothing to comply with this dress code.

Note: eThekweni Electricity SHERQ and training Centre can be contacted for more detailed technical specification or the list of approved suppliers

C.3.2.8 Contractor's Performance

The contractor shall be required to remove illegal connections services within 3 hours of the instruction being issued to the contractor by the Engineer. If circumstances warrant an extension period, the engineer may sanction this. The Engineer's decision in this regard shall be final and not subject to negotiation. All illegal connections are to be completed on the day of issue.

The contractor is required to make every effort to complete all removals, inspections, investigations, etc. on the day of issue. Where the success rate falls below eighty percent, the remedies for non-performance shall be applied at the discretion of the Engineer.

The contractor staff shall be required to utilise a device provided by the Municipality or an advanced solution which is required to operate on the smart devices that the contractor was requested to purchase for the purpose of processing work.

All contracting staff using the device or advanced smart mobile solution shall use the device/solution as always indicated by the engineer.

C.3.2.9 Audit / Management of Contract

The contractor/supervisor will be expected to audit work completed by staff under his/her control. Audited work, discrepancies and remedial action taken shall be recorded and reported to the Engineer.

C.3.2.10 Control and Safe keeping of Materials

In the course of execution of projects as envisaged under the scope of this specification, all materials will be provided by eThekweni Electricity and issued to the Contractor as and when required. Liability for collection, safe-keeping, proper and appropriate use and return to Materials Management Department's Springfield Store of such materials shall rest with the

Contractor and any shortfall in the quantities utilised, or any damage sustained whilst in the possession of the contractor, shall be for the Contractor account at a full replacement value, plus the handling charge.

Bidders need note that quantities of materials which cannot be accounted for may result in payment(s) being withheld/delayed and/or where appropriate and that the sole discretion of the Head: Electricity, deductions in the amount of the replacement value, plus the handling charge being debited against such payments (NB. except meters).

Each team will be provided with materials float as necessary.

Materials used out of the float must be recorded on the relevant documentation and must be replaced without delay. Replacements for such materials must be drawn from eThekwini Electricity Stores or from the Contractor's storage facility once a requisition has been authorised by the Engineer.

Materials will only be released to the Contractor against his signature acknowledging receipt.

Materials consumed must be reconciled prior to claims for payments being processed. This includes the reconciling of:

- (a) meters
- (b) cable
- (c) cable jointing kits
- (d) circuit breakers and fuses
- (e) all other requested equipment

In view of the increasing loss/theft of electricity meters, and the seriousness of such loss/theft, where a contractor is unable to account for any meter/s issued, the contractor shall be required to pay a penalty charge for each lost meter at the following rates:

Prepaid Meter (Single and Three Phase)	R 5 000.00
Credit Meter (Three phase)	R 5 000.00
Credit Meter (Single Phase)	R 5 000.00

Where the employee of bidder the is unable to account for the whereabouts or circumstance surrounding the loss of any meter, the Engineer, in his sole discretion, may permanently withdraw such employee from performing work on behalf of eThekwini Electricity. The contractor shall be liable for the cost of replacement of any device or equipment, issued to the contracting staff, in the case of loss or damage through negligence.

C.3.2.11 Storage and Control of Reclaimed Services/equipment

Each appointed contractor will be responsible for the control of all reclaimed services cables and associated equipment. Contractors will be responsible for the following.

- (a) Tagging and storage of all removed meters. Contractors will be required to deliver all removed meters to a place specified by the Engineer daily.
- (b) Measuring, labelling & storage of all removed services cables.
- (c) Monthly stock count of all reclaimed equipment and associated report back to a person appointed by the Engineer
- (d) Reconciliation of materials/equipment used.

Where the contractor cannot account for an old meter removed by the contractor staff, a charge of R 1000 shall be charged for every old meter un-accounted for.

C.3.2.12 Administrative and Storage Facilities

All bidders must clearly state:

- (a) Their respective administrative headquarters, branch offices, etc., with accompanying staffing levels; and
- (b) Storage facilities (addresses and telephone numbers and size required and the name(s) and positions of responsible staff).

As indicated in the Project specifications of Contract, all materials used 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.

It will therefore be expected that the successful Contractor/s have sizeable premises and/or site office(s) /depot(s).

Each successful bidder must have an administrative centre having secretarial/reception facilities which cater for telephonic, facsimile and E-mail communication always during the working day.

C.3.2.13 Plant and Equipment

Bidders need note that a minimum level of plant and equipment shall be a pre-requisite for qualification under this bid enquiry. Accordingly, all bidders must schedule such assets, clearly identifying the size, capacity, type, etc.

All the necessary tools and equipment shall be provided by the Contractor. The hand held units (Smart Devices or other similar devices) shall be provided by eThekweni Electricity to the contractor, in the event of loss or damage of such device whilst in the possession of the contractor, the contractor shall be liable for any damage or loss, payments will be withheld until the device is replaced or repaired at the cost of the contractor.

C.3.2.14 Electrician

Each Electrician shall be equipped with the following:

- (a) Suitable Geographic Positioning System (GPS) navigation units,
- (b) Pens
- (c) Clip boards
- (d) Fibreglass extension ladder
- (e) Suitable communication equipment
- (f) Safety belt
- (g) Rubber gauntlets
- (h) Hard Hats (per person)
- (i) Multi-meters
- (j) Clamp-on meter (Tong tester)
- (k) Voltage tester similar or equivalent to Duspol tester.
- (l) Fully equipped electrician's tool kit
- (m) Rubber Torch
- (n) All other equipment necessary to undertake the removal of illegal connections work.
- (o) Earth Fault Loop Impedance Tester.
- (p) One bolt cutter
- (q) Appropriate PPE

C.3.2.15 Security team

Each Security team shall be equipped with the following:

- (a) Handgun
- (b) Peper spray
- (c) Suitable communication equipment
- (d) Appropriate PPE with company logo

C.3.2.16 Communication

eThekwini Electricity anticipates using cellular telephone technology in order to report on all completed work and/or issue instructions to contractor's staff. The contractor is therefore required to provide the following equipment to communicate with the Revenue Protection staff, prior to commencement of this contract:

- (a) Suitable Smart device (e.g. phone, tablet) at the discretion of the engineer. Including security team, electrician team and supervisors. All devices are to include mobile charging units, back up batteries and must be equipped with active Bluetooth, SMS, Wi-Fi, email, internet connectivity and GPS navigation facilities.
- (b) The devices with active GPS navigation facilities shall be on contract with the respective service provider for the entire contract period. The provider shall provide proof of these contracts prior to commencement of work on this tender.
- (c) Where the contractor is in possession of a device with similar facilities that have existing contracts. The engineer, in his sole discretion, may allow these devices to be used or insist that they be replaced.

The Engineer will provide one or more contact telephone numbers for the contractor to report on completed work. Contractors who do not report in the relevant information with regards to the daily work will be deemed inefficient.

C.3.2.21 Transport

In view of the importance of providing an efficient and reliable service, it is imperative that the Contractor/s be in possession of vans that are reliable and roadworthy (All electricians must have vans to perform their duties). The vehicles shall be lock-able weatherproof canopy, suitable ladder racks.

The contractor shall affix to both sides of each vehicle, decals that bears eThekwini Electricity logo and other information pertinent to the contact and the contractor. The decal shall be obtained from a supplier specified by eThekwini Electricity and cost thereof shall be for the account of the contractor.

C.3.2.22 Safety Equipment and Procedures

All competent electricians must be in possession of all relevant safety equipment as laid down by eThekwini Electricity.

All competent electricians must be equipped with a full safety kit, which will be issued by eThekwini Electricity. The contractor shall be required to pay a refundable deposit of R 5 500 per kit (This amount is subject to revision).

The safety kit will consist of the following items:

- (a) Low voltage shorting device - 3 way (2 of)
- (b) Low voltage shorting device - 5 way (2 of)
- (c) Green safety discs (12 of)
- (d) Signs -DO NOT REMOVE EARTH (2 of)
- (e) Signs -DONOT MAKE ALIVE (2 of)

eThekwini Electricity safety procedures must be always adhered to and risk assessment form to be completed daily. Failure to comply with this requirement shall render the electrician involved liable to disqualification and may result in the cancellation of his certificate of competency. The Engineer's decision in this respect will be final and not subject to negotiation.

All protective clothing shall be provided by the Contractor.

C.3.2.23 Notice of Interruption

If it is necessary to de-energize any electricity main to carry work that will require an outage time more than two hours, consumers need be advised 48 hours in advance. The Contractor shall be responsible for advising consumers of the impending electricity outage by placing warning boards on electricity poles at the beginning, middle and end of the circuits affected and the removal of such boards on completion of the required work.

C.3.2.24 Documentation

The contractor shall complete and provide daily, written documentation and/ or information of all the work issued to him on the previous day. This written documentation must reach the Engineer no later than 08h00 the next working day. Failure to submit documentation timeously shall result in non-payment.

C.3.2.25 Hours of Service

The Contractor shall ensure that his staff are available five days a week, Monday to Friday, 07H30 to 16H00, and standby on weekends and public holidays.

C.3.2.26 Security

It will be the Contractor's responsibility to supply sufficient security to carry out the work as specified in this bid.

C.3.2.27 Minimum Wage Rates, Unemployment Insurance Fund (UIF), Workman's Compensation National Bargaining Council for the Electrical Industry of South Africa

Contractors must comply with the minimum wage rates for the eThekweni Municipality area, as stipulated by the National Bargaining Council for the Electrical Industry of South Africa. It shall be the contractor's responsibility to update him/herself with the rates and apply them accordingly.

For further information in this regard, the National Bargaining Council for the Electrical Industry of South Africa may be contacted on tel. (031) 3068100.

In order to ensure that contractors comply with the minimum wage rates as stipulated by the National Bargaining Council for the Electrical Industry of South Africa, contractors shall provide proof of such compliance. Should the contractors fail to provide proof of compliance or alternatively fails to comply with minimum wages rates of the National Bargaining Council for the Electrical Industry of South Africa, eThekweni Electricity, in its absolute discretion, may forthwith cancel the contract. **Extortion of cheap labour shall be not tolerated.**

The contractor shall register **ALL** staff, including Supervisors, Electrician, General Workers, Assistants and Drivers, for Workman's Compensation and with the Unemployment Insurance Fund (UIF) and the National Bargaining Council for the Electrical Industry of South Africa. The Department of Labour may be contacted on tel. (031) 3361500.

At any time, during the period of this contract, the Engineer may request proof of compliance. Should the contractor fail to provide such proof or fails to comply, eThekweni Electricity, in its absolute discretion, may forthwith terminate the contract.

C.3.2.28 Remedies for Non-performance

Should eThekweni Electricity be of the opinion that the contractor has failed to carry out any of the obligations in terms of this contract, or if eThekweni Electricity, in its absolute discretion, is

in any way dissatisfied with the services rendered, eThekweni Electricity may give the Contractor notice, in writing, of such non-performance and if the situation is not rectified within seven (7) days of such notice eThekweni Electricity may take the necessary steps to termination this Contract

In addition, the Council will be entitled to all remedies as follows:

C.3.2.29 Council's Remedies for Undue Delay and Breach of Contract, etc.

Time shall be considered of the essence of this contract. If it should appear to the Engineer that the Contractor is unnecessarily delaying the execution of the work or that, after commencement, he is not progressing with the same in a proper expeditious manner or that he does not strictly conform to the orders which may be given him by the Engineer from time to time or become insolvent, then in such cases or in the case of the breach of any conditions of this contract, it shall be lawful for the Council, without prejudice to any other remedy which may be available to it either in terms of this contract or any Common Law, by notice in writing to terminate this contract so far as concerns the performance of the same under the direction and by means of the Contractor. This will not thereby effect, in any other respects, the liability of the said Contractor. The Council may enter upon any of the works and take possession of and use, or cause to be used gratuitously, until the completion of the contract works, the plant, tools and materials or the Contractor and re-let the undertaking, or any part thereof, upon such conditions as it may think fit, or from time engage workmen and use all such plant, and materials as may be necessary and employ the same in such manner as the Engineer may think necessary and proper for completing works, or for repairing or remedying, or endeavour to repair any defects which may appear therein. The Engineer shall be at liberty to authorize (by his certificate) the Council to deduct the costs, charges and expenses in consequence incurred by the Council or to which the Council may be put or liable, from any sum or sums of money which, being the value as determined by the Engineer or at the Contractor's rate of work as completed, provided such rates and detailed in this bid and the value of the plant, tools and materials remaining after the completion of the works; then it shall be lawful for the Council to recover the same from the Contractor by action at law or otherwise.

The Council reserves to itself the absolute right of cancellation of this contract for any breach of the conditions thereof.

C.3.2.30 Cancellation

If application is made for the liquidation of the Contractor, or if the Contractor lodges with any Registrar of the Supreme Court, an application for the placing of its estate under judicial management, or if it approaches its creditors to make an assignment of its estate for the benefit of its creditors or submits an offer of compromise or scheme of arrangements in terms of the Insolvency or Company Law of the Republic of South Africa (other than for the purpose of a reconstruction approved by the Council), the Council may cancel this Agreement summarily and unilaterally without prejudice to any other rights or claims which it may have against the Contractor.

C.3.2.31 Damage to Persons and Property

The Contractor shall indemnify and keep indemnified the eThekweni Municipality against any claim for injury, damage or loss (including consequential loss) to any persons or property whatsoever which may arise out of or in consequence of the execution of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect thereof or in relation thereto; providing always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of, or to indemnify the eThekweni Municipality against any claim for injury, damage or loss arising out of:

Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the contract by the eThekweni Municipality, its agents, servants or other contractors (not being employed by the Contractor), or in respect of, any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

Claim for damages due to the negligence of Contractors/ contractors staff shall be for the account of the Contractor. Where so instructed by the Engineer, the contractor honour such claim directly with the customer within a seven-day period. Failure to honour such claim will result in no work being awarded to the contractor until:

- a) A settlement agreement is reached with the customer
- b) The claim is honored by the contractor/ contractor's insurer
- c) The contractor/ contractor's insurer has brought the matter to finality.

C.3.2.32 Accidents

In addition to the statutory obligations, the Contractor shall immediately report to the Head: Electricity all accidents and all abnormal situations and occurrences affecting the Works or the execution of this Contract, whether such accidents are in respect of damage to the Works, or persons, property or things. If required by the Head: Electricity, the report shall be in writing and shall contain full details of the occurrence. The Head: 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 Contractor shall give the Senior Manager or his/her representative, full facilities for carrying out of such enquiries.

C.3.2.33 Additional Work

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

C.3.2.34 Accommodation

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

C.3.2.35 Environmental and policy changes

The Revenue Protection environment is very dynamic and is often affected by Council policy changes. As such some functions/items in this specification may become obsolete. Such changes are inevitable, however, the Engineer will endeavour to provide the contractor with alternates but this cannot be guaranteed and the contractor may be required to find alternate work for their affected staff.

C3.3: STANDARD SPECIFICATIONS

C.3.3.1 DEFINITIONS

3.3.1.7 Electrician Inspection:

The contractor is requested to carry out an inspection of the meter, supply cable and consumer cable at the meter box, meter room and/or pole/CDU as instructed by the relevant official. Load testing must also be required to be done where there are no signs of visible tampering. The contractor may also be called upon to do earth loop impedance testing for the Department. Inspections for "rates clearance certificates" may also be required to be done where the contractor is required to confirm on site whether the meter, supply cable and/or consumer cable is tampered/bypassed or faulty and shall report such findings to the relevant official.

3.3.1.15 Illegal Wiring

Non-standard wiring used by customers to reconnect electricity supply.

3.3.2.7 LIVE / DEAD SEAL

A Competent Electrician will be required to: -

- (a) Identify the service to be sealed,
- (b) Warn the circuit should the job to be conducted take more than one Hour.
- (c) Isolate the supply to the service point.
- (d) Dig & cut the service main on the roadside OR outside the boundary,
- (e) Seal it with a scotch cast joint,
- (f) Bury it on the ground & backfill,
- (g) Re- energizes the circuit.

**NB, only qualified Electricians with sufficient experience will be authorised to perform SCR's ; RAGs and DEAD / LIVE Seal.
In each instance, a visual inspection of the meter shall be conducted and reported on accordingly.**

3.3.6.2.1 Meter/Smart Meter Replacements.

The contractor shall:-

- (a) Isolate the electricity supply at the meter.
- (b) Remove existing meter.
- (c) Install new meter.
- (d) Connect all relevant conductors.
- (e) Seal meter terminal cover.
- (f) Re-energize electricity supply.
- (g) Commission smart meter to communicate with Keypad

3.3.6.4 Split Meter Conversions

The contractor shall:

- (a) Remove the existing meter and install in its place an adaptor box and the customer interface unit;
- (b) Install a "hanging type" meter box and meter on the service cable;

- (c) Identify two strands of the neutral conductor and connect as communication wires;
- (d) Connect all relevant conductors;
- (e) Energize the meter; and
- (f) Commission and seal the meter.
- (g) Conduct an Earth Fault Loop Impedance Test at the meter.

3.3.6.7 Split meter change

The contractor shall:-

- (a) Isolate the electricity supply at the meter
- (b) Remove existing Split meter
- (c) Install new meter
- (d) Connect all relevant conductors
- (e) Seal Meter
- (f) Re-energize electricity Supply
- (g) Commission PLC meter to communicate with Keypad

C.3.3.12 UNDERGROUND MAINS WORK

All underground mains (UGM) work that may include: excavations, trenching, cable laying, cable jointing, terminations, covering, back-filling and reinstatements shall be performed according to the latest eThekweni Electricity UGM Code of Practise.

C.3.3.13 CONSUMER SERVICE CABLE CONNECTIONS AND METERING EQUIPMENT

3.3.13.6 Electrical Connection to the Supply Mains

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

C3.3.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the **prefix PS** followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

C3.4: PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications / Policies shall apply to this contract:

C3.4.1 eThekwini Electricity - Underground Cables

C3.4.2. eThekwini Electricity - Substations

C3.4.3. eThekwini Electricity - Overhead Lines

C3.4.4. eThekwini Electricity - Safety Rules

C3.4.5. eThekwini Electricity - System Operating Regulations

NOTES:

1. Tenderers that do not have copies of the latest above Codes of Practice and Safety Rules may view these at eThekwini Electricity's Library, 1 Jelf Taylor Crescent, Durban, 3rd floor.
2. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections

