



DEPARTMENT
TECHNICAL SERVICES
DIRECTORATE
Electricity and Energy
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 [eThekweni Municipality website](#)

Contract No: 36514 5E

Contract Title: THE FIELD INSTALLATION OF ELECTRICITY ADVANCED METERING INFRASTRUCTURE (AMI) COMPONENTS FOR CUSTOMERS WITHIN THE ETHEKWINI MUNICIPALITY AREA FOR A THIRTY SIX MONTHS PERIOD .

Estimated CIDB: Grade: 5

Class: EP/EB

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: No Clarification Meeting

Meeting Location:
Date, Time: Not Applicable

Queries can be addressed to: Name: Vakesan Moodley

The Employer's Agent's: Tel: 031 322 9394

Representative: email: Vakesan.Moodley@durban.gov.za

Email queries to be submitted by 20 August 2026 and consolidated answers to questions to be uploaded 27 August 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: 04/09/2026 at 11h00

JDE Submission: An **electronic submission** is also to be made via the eThekweni 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: 31/07/2026

Version: 01/12/2025

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited to tender for [**THE FIELD INSTALLATION OF ELECTRICITY ADVANCED METERING INFRASTRUCTURE (AMI) COMPONENTS FOR CUSTOMERS WITHIN THE ETHEKWINI MUNICIPALITY AREA FOR A THIRTY SIX MONTHS PERIOD**]

Subject	Description	Tender Data
Employer	The Employer is the eThekweni 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 eThekweni Municipality Website : 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: Vakesan Moodley Tel: 031 322 9394 email: Vakesan.Moodley@durban.gov.za Email queries to be submitted by 20 August 2026 and consolidated answers to questions to be uploaded 27 August 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 eThekweni 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 04/09/2026 , at or before 11h00 .	C.2.15
Evaluation of Tender Offers	The 80/20 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.

T1.1.3: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

This Part (T1.1.3) is for information purposes only.

Compliance requirements are stated in Part T1.2: Tender Data.

1) General

eThekwini Municipality Bids, Tenders and Quotations (hereafter referred to as Tenders) are going to be submitted using the JDE System.

This JDE System will be used for:

- Viewing of available (open) Tenders,
- Downloading procurement documentation for Tenders,
- Uploading completed and signed Tender documentation,
- Completion and submission of Tenders electronically,
- Viewing the Tender opening schedule.

2) Registrations

To be granted access to the **JDE System** prospective service providers must be registered on the **National Treasury's Central Supplier Database (CSD)**, the **eThekwini Municipality Supplier Portal**, and the **eThekwini Municipality JDE System**.

National Treasury: Central Supplier Database

- Registration can be made on <https://secure.csd.gov.za> .
- Service Providers will be issued a "MAAA" number when registered.

eThekwini Municipality Supplier Portal

- Registration can be made on <https://www.durban.gov.za> by following these links:
>Business >Supply Chain Management (SCM) >Accredited Supplier & Contractor Database.

eThekwini Municipality JDE System

- Service providers requiring access must send an email to supplier.selfservice@durban.gov.za
A copy of the **Director's ID** is required:
- On receipt of this email, the Procurement and Supply Chain Management (P&SCM) Directorate will respond with the login credentials and a link to the **JDE System**.

3) Assistance with using the JDE System

The following P&SCM Official(s) can be contacted in connection with the use of the **JDE System**:

General Queries:

- Lindo Dlamini Tel: 031 322 7153 or 031 322 7133
 Email: supplier.selfservice@durban.gov.za

Technical Queries:

- Jabulani Chauke Tel: 031 322 9535
 Email: Jabulani.Chauke@durban.gov.za

4) Viewing of available tenders

By following link <https://rfq.durban.gov.za/jde/E1Menu.maf> prospective Service Providers will be able to view available (open) Tender opportunities without signing into the system. However, Service Providers will not be able to respond to a Tender without being signed into the system using a JDE User ID and Password.

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.	2) <i>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.</i>
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.	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 <i>Tender Data</i> .
		C.1.3 Interpretation
		C.1.3.1 The <i>Tender Data</i> 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 <i>Tender Data</i> and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
	<i>Note:</i> 1) <i>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.</i>	

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

distort competition or have a discriminatory effect.	
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.	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.
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.	C.2.2 Cost of tendering
C.1.6.3 Proposal procedure using the two stage-system	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.
C.1.6.3.1 Option 1 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.	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.
C.1.6.3.2 Option 2	C.2.3 Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
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.	C.2.4 Confidentiality and copyright of documents 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.
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.	C.2.5 Reference documents 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.
C.2 Tenderer's obligations	
C.2.1 Eligibility	
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.	C.2.6 Acknowledge addenda 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.
C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the	

C.2.7	Clarification meeting	necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
	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 .	C.2.12 Alternative tender offers
C.2.8	Seek clarification	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.
	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 .	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.
C.2.9	Insurance	C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.
	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.	C.2.13 Submitting a tender offer
C.2.10	Pricing the tender offer	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 .
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 .	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.
C.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.	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.
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 .	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
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.	
C.2.11	Alterations to documents	
	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or	

	employer shall hold liable for the purpose of the tender offer.
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.	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.
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.	C.2.16 Tender offer validity 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. 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.
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.	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).
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.	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".
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.	C.2.17 Clarification of tender offer after submission
C.2.14 Information and data to be completed in all respects 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.	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.
C.2.15 Closing time	
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.	<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> C.2.18 Provide other material

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.	up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.	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:
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.	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.
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.	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.
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.	C.3.3 Return late tender offers
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.	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.
C.2.23 Certificates Include in the tender submission or provide the employer with any certificates as stated in the Tender Data.	C.3.4 Opening of tender submissions
C.3 The employer's undertakings	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
C.3.1 Respond to requests from the tenderer	
C.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received	

	acceptable reasons for withdrawal have been submitted will not be opened.		tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
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.	C.3.8	Test for responsiveness
C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.	C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: 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.
C.3.5	Two-envelope system	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: 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.
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.		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.
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.	C.3.9	Arithmetical errors, omissions and discrepancies
C.3.6	Non-disclosure	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.
	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.	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: 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:
C.3.7	Grounds for rejection and disqualification		
	Determine whether there has been any effort by a tenderer to influence the processing of		

- (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

g) Prepare a tender evaluation report h) Confirm the recommendation contained in the tender evaluation report .	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.
C.3.11.1 General	C.3.14 Prepare contract documents
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.	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.
C.3.12 Insurance provided by the employer	C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.
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.	C.3.15 Complete adjudicator's contract 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.
C.3.13 Acceptance of tender offer	C.3.16 Registration of the award
Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer: 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;	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.
	C.3.17 Provide copies of the contracts
	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.
	C.3.18 Provide written reasons for actions taken
	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

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: Vakesan Moodley
Tel: 031 322 9394
email: Vakesan.Moodley@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**

C.1.6.3: **Proposal procedure using the two-stage system**

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 **eThekweni 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.**
- (e) T2.2.1: Compulsory Enterprise Questionnaire.
- (f) T2.2.3: MBD 4: Declaration of Interest.
- (g) T2.2.4: MBD 5: Declaration for Procurement Above R10 Million.
- (h) T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices.
- (i) T2.2.9: MBD 9: Certificate of Independent Bid Determination.
- (j) T2.2.10: Declaration of Municipal Fees
- (k) 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.2.2.2 The cost of the tender documents:

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

C.2.6 Acknowledge addenda:

“Addenda will be published on the **eThekweni 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**

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 **2026/08/20**. Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by **2026/08/27**.

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. : **36514 5E**
- Contract Title : **THE FIELD INSTALLATION OF ELECTRICITY ADVANCED METERING INFRASTRUCTURE (AMI) COMPONENTS FOR CUSTOMERS WITHIN THE ETHEKWINI MUNICIPALITY AREA FOR A THIRTY SIX MONTHS PERIOD**

Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekwini Municipality **JDE System** (Supplier Self Service (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 eThekwini 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, 04 September 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 (CI.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.

Failure to comply with 1, 2 ,3 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:

Within three working days.

C.3.2 Issue addenda:

"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:

"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 WITH FUNCTIONALITY**, in accordance with the Employer's **SCM Policy: Section 52: Preferential Procurement**.

The **80/20** preference points system, for requirements with a Rand value of up to R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified below..

Price Points

The financial offer will be evaluated on the basis of the tendered unit rates contained in the Bill of Quantities.

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

80/20 Procurement System

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

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**.

- **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	80/20
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.

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**.

• **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	80/20
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	80/20
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:

- The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- 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 eThekwini 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 **R6,131.00** (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:

EThekwini Metropolitan Municipality
First National Bank (FNB)
Account Number: 631-6574-6331
Reference Number: **36514 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

Functionality applies to this tender. The functionality criteria, minimum requirements, scoring descriptions, percentage score allocations, maximum points scores and weighted scores are as set out below.

Item	Minimum number Required	Description of Items and Weightings	Percentage score %	Maximum Points Score	weighted score
1.	2	TENDERER'S SIMILAR EXPERIENCE		20	
Tenderer's Similar Experience		100% - 5 x Valid projects/contracts awarded to the bidder by an Organ of State during the past 10 years in the electricity distribution networks involving Construction, Maintenance, Electricity Reticulation, Advanced Metering Infrastructure (AMI), etc.	100		
		60% - 3 x Valid projects/contracts awarded to the bidder by an Organ of State during the past 10 years in the electricity distribution networks involving Construction, Maintenance, Electricity Reticulation, Advanced Metering Infrastructure (AMI), etc.	60		
		40% - 2 x Valid projects/contracts awarded to the bidder by an Organ of State during the past 10 years in the electricity distribution networks involving Construction, Maintenance, Electricity Reticulation, Advanced Metering Infrastructure (AMI), etc.	40		
		0% - Less than 2 X Valid projects/contracts awarded to the bidder by an Organ of State during the past 10 years in the electricity distribution networks involving Construction, Maintenance, Electricity Reticulation, Advanced Metering Infrastructure (AMI), etc.	0		
2.		Project Manager		20	
Project Manager	1	100% - 1 x Project Manager with National Diploma in Electrical Engineering, registered with ECSA as Pr. Technician and have 10 years or more experience in the Electrical Distribution Industry.	100		
		60% - 1 x Project Manager with National Diploma in Electrical Engineering, registered with ECSA as Pr. Technician and have 5 to 9 years' experience in the Electrical Distribution Industry.	60		

		40% - 1 x Project Manager with National Diploma in Electrical Engineering, registered with ECSA as Pr. Technician and have 3 to 4 years' experience in the Electrical Distribution Industry.	40		
		0% - 1 x Project Manager with National Diploma in Electrical Engineering, registered with ECSA as Pr. Technician and have less than 3 years' experience in the Electrical Distribution Industry.	0		
3.	1	Meter Deployment Lead		10	
Meter Deployment Lead		100% - 1 x Meter Deployment Lead with National Diploma in Electrical Engineering and 7 years or more experience in the Electrical Distribution Industry.	100		
		60% - 1 x Meter Deployment Lead with National Diploma in Electrical Engineering and 5 to 6 years' experience in the Electrical Distribution Industry.	60		
		40% - 1 x Meter Deployment Lead with National Diploma in Electrical Engineering and 3 to 4 years' experience in the Electrical Distribution Industry.	40		
		0% - 1 x Meter Deployment Lead with National Diploma in Electrical Engineering and less than 3 years' experience in the Electrical Distribution Industry.	0		
4.		Quality Auditor		5	
Quality Auditor	1	100% - 1 x Quality Auditor with Trade Test, Code B driver's licence, Wireman's Licence, Competent in term of Energy Management Directorate's Code of Practice (OHM or Revenue Protection or UGM or Substation) and 7 years or more experience in the Electrical Distribution Industry.	100		
		60% - 1 x Quality Auditor with Trade Test, Code B driver's licence, Wireman's Licence, Competent in term of Energy Management Directorate's Code of Practice (OHM or Revenue Protection or UGM or Substation) and 5 to 6 years' experience in the Electrical Distribution Industry.	60		
		40% - 1 x Quality Auditor with Trade Test, Code B driver's licence, Wireman's Licence, Competent in term of Energy Management Directorate's Code of Practice (OHM or Revenue Protection or	40		

		UGM or Substation) and 3 to 4 years experience in the Electrical Distribution Industry.			
		0% - 1 x Quality Auditor with Trade Test, Code B driver's licence, Wireman's Licence, Competent in term of Energy Management Directorate's Code of Practice (OHM or Revenue Protection or UGM or Substation) and less than 3 years' experience in the Electrical Distribution Industry.	0		
5.	1	Field Supervisor		5	
		100% - 1 x Field Supervisor with Trade Test, Code B driver's licence, Competent in term of Energy Management Directorate's Code of Practice (Revenue Protection) and 7 years or more experience in the Electrical Distribution Industry.	100		
		60% - 1 x Field Supervisor with Trade Test, Code B driver's licence, Competent in term of Energy Management Directorate's Code of Practice (Revenue Protection) and 5 to 6 years' experience in the Electrical Distribution Industry.	60		
		40% - 1 x Field Supervisor with Trade Test, Code B driver's licence, Competent in term of Energy Management Directorate's Code of Practice (Revenue Protection) and 3 to 4 years' experience in the Electrical Distribution Industry.	40		
		0% - 1 x Field Supervisor with Trade Test, Code B driver's licence, Competent in term of Energy Management Directorate's Code of Practice (Revenue Protection) and less than 3 years' experience in the Electrical Distribution Industry.	0		
Field Supervisor					
6.	3	ELECTRICIANS		25	
		100% - 4 x Electricians with Trade Test and competency mix below, Code B driver's licence, Competent in term of Energy Management Directorate's Code of Practice (1 x Revenue Protection and 3 x OHM or 3 x UGM or 3 x Substation or 3 x Competent Electricians i.e. any combination of OHM, UGM & Substation competency).	100		
Electricians					

		60% - 3 x Electricians with Trade Test and competency mix below, Code B driver's licence, Competent in term of Energy Management Directorate's Code of Practice (1 x Revenue Protection and 2 x OHM or 2 x UGM or 2 x Substation or 2 x Competent Electricians i.e. any combination of OHM, UGM & Substation competency).	60		
		40% - 3 x Electricians with Trade Test and competency mix below, Code B driver's licence, Competent in term of Energy Management Directorate's Code of Practice (3 x OHM or 3 x UGM or 3 x Substation or 3 x Competent Electricians i.e. any combination of, OHM, UGM & Substation competency).	40		
		0% – Fewer than three (3) electricians, or failure to demonstrate the minimum requirements for the 40% scoring category.	0		
7.	1	STORES / WAREHOUSE		5	
		100% - 1 x Storeman / Warehouse Specialist with 5 years or more relevant stores stock control reconciliation traceability and sensitive equipment handling experience	100		
		60% - 1 x Storeman / Warehouse Specialist with 3 to 4 years relevant experience	60		
		40% - 1 x Storeman / Warehouse Specialist with 1 to 2 years relevant experience.	40		
		0% - 1 x Storeman / Warehouse Specialist with less than 1 year relevant experience	0		
8.	4	VEHICLES		10	
		100% - Five (5) or more suitable vehicles are declared, fully documented and available for execution of the Works. For the purposes of this criterion, a suitable vehicle shall mean a vehicle that complies with the requirements of Returnable Schedule T2.2.23: Vehicles and Clause C3.2.19: Transport.	100		
		60% - Four (4) suitable vehicles are declared, fully documented and available for execution of the Works. For the purposes of this criterion, a suitable vehicle shall mean a vehicle that complies with the requirements of Returnable Schedule T2.2.23: Vehicles	60		

		and Clause C3.2.19: Transport.			
		40% - Four (4) suitable vehicles are declared and supported by written proof of availability, hire, lease or commitment for use under this contract, but the submission still requires final administrative acceptance before work allocation. For the purposes of this criterion, a suitable vehicle shall mean a vehicle that complies with the requirements of Returnable Schedule T2.2.23: Vehicles and Clause C3.2.19: Transport.	40		
		0% - Fewer than four (4) suitable vehicles are declared, or acceptable proof of vehicle availability, ownership, hire, lease, commitment, registration or supporting documentation is not submitted.	0		
Functionality Score (Max and min)				100	70

Functionality Scoring criteria.

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.

Notwithstanding the overall minimum functionality score of seventy (70) points, the Tenderer shall declare a minimum of three (3) electricians and submit the prescribed supporting documentation for each electrician in accordance with Returnable Schedule T2.2.18.

A Tenderer that fails to meet this mandatory requirement shall not proceed to evaluation for price and preference.

The minimum tender-stage requirement of three (3) electricians represents the Contractor's verified available capacity. The Energy Management Directorate may, after appointment, activate or allocate fewer electrician teams in accordance with the workload allocated, operational requirements, performance, available budget and the provisions of Part C3.

NB: Any electrician who does not hold Revenue Protection competency at the commencement of the Contract shall, at the Contractor's cost, undergo the required training at the Energy Management Directorate (EMD) Training Centre and be deemed competent within six (6) months from the commencement date of the Contract. Failure to do so will result in the disqualification of the electrician and the company will be required to provide a revenue protection competent resource to achieve the correct manpower requirements.

Multiple Appointment of Service Providers

Notwithstanding Clause C.1.6.1 of the Standard Conditions of Tender, the Employer may conclude separate contracts with up to nine (9) responsive Tenderers who achieve the minimum functionality score and are ranked highest in accordance with Tender Data C.3.11.

The Employer may appoint up to three (3) Service Providers per Region for the Northern, Central and Southern

Regions. The Employer may appoint fewer than three (3) Service Providers in any Region and may appoint fewer than nine (9) Service Providers in total, subject to available budget, operational requirements and the outcome of the tender evaluation.

Appointment under this tender shall not create an entitlement to a minimum quantity, minimum value, fixed workload, fixed number of work orders, fixed number of electrician teams, or exclusive allocation of work.

Work allocation shall be managed in accordance with Part C3: Scope of Work.

*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

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Technical Returnables and Functionality Evaluation

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 Contract Part: The Tenderer is required to complete following forms:		
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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 <u>must be completed for each tender and be included as a tender requirement.</u>
-----	--

* 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: _____

T2.2.3 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.

Circle Applicable

3.8 Are you presently in the service of the state?

YES NO

If yes, furnish particulars:

.....

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

YES NO

If yes, furnish particulars:

.....

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

YES NO

If yes, furnish particulars:

.....

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

YES NO

If yes, furnish particulars:

.....

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

YES NO

If yes, furnish particulars:

.....

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

YES NO

If yes, furnish particulars:

.....

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

YES NO

If yes, furnish particulars:

.....

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

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

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	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. The audited annual financial statements are to be included at the back of the tender submission.		
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1	If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If YES, provide particulars.		
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1	If YES, provide particulars. SEE Returnable Document "Contracts Awarded by Organs of State in the Past 5 Years"		
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1	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, 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 52.7: 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)** 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 the applicable specific goals
- 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 the applicable specific goal, 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 points is allocated for price on the following basis:

80/20 Procurement System

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

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 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.

80/20 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)	2	
Ownership Goal: Gender (female)	2	
Ownership Goal: Disabilities	1	
RDP Goal: The promotion of South African owned enterprises.	3	
RDP Goal: The promotion of enterprises located in a specific municipal area.	2	
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 **36514 5E**

THE FIELD INSTALLATION OF ELECTRICITY ADVANCED METERING INFRASTRUCTURE (AMI) COMPONENTS FOR CUSTOMERS WITHIN THE ETHEKWINI MUNICIPALITY AREA 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 OHSA 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 OHSA 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 OHSA 1993 Construction Regulations 2014.
- 2 I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- 3 I propose to achieve compliance with the Regulations by one of the following **(Tenderers are to Circle Applicable - Yes or No)**:

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

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

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

Circle Applicable	
Yes	No
Yes	No
Yes	No

- 4 Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

--	--

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

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) Positions to be filled by persons to be trained or hired:

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

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:

5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.

6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.

7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.

8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHSA 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 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.



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

Tenderers are to include, at the back of their tender submission, 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.

The screenshot shows the CIDB (Construction Industry Development Board) logo at the top left, with the tagline 'DEVELOPMENT THROUGH PARTNERSHIP'. Below the logo is a large banner with the text 'construction industry development board'. To the right of the banner is a photograph of a bridge under construction. Below the banner is a form titled 'Contractor Details' with the following fields: CRS Number, Contractor Name *, Trading Name, Current Contractor Grading Designation, Contractor Grades (Approved Grade), Class of Work Type, Enterprise Status, Type of Enterprise, Expiry Date, and Active From. A 'Print' button is located at the bottom left of the form.

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:

2.2.14 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: **36514 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:

Refer to Additional Conditions of Tender: T1.2.3.4

Tenderers are to submit copies of signed completion certificates for all projects submitted.

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED

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.

Date _____

SIGNATURE:

T2.2.17 PROPOSED ORGANISATION and STAFFING

Refer to Additional Conditions of Tender: T1.2.3.4

The Tenderer shall propose the structure and composition of the team to be deployed for execution of the Works, including the key personnel responsible for each discipline, the proposed technical and support staff, site staff, supervisory staff, warehouse staff, data capture and administrative staff, and any other resources necessary to execute the Contract successfully.

The submission shall clearly indicate the proposed staffing structure for both on-site and off-site resources.

The roles and responsibilities of each key staff member shall be set out in accordance with the job descriptions and responsibilities relevant to this Contract.

The proposed organisation and staffing submission shall, as a minimum, address the following categories of personnel, where applicable to the Tenderer's proposed delivery model:

- a) Project Manager
- b) Meter Deployment Lead
- c) Field Supervisors
- d) Field Installation Electricians
- e) Quality Auditor
- f) Warehouse Specialist
- g) Admin and Data Capture and Reconciliation personnel
- h) Electrician Assistants and other support staff, where applicable, as part of the proposed team structure
- i) Any other technical, supervisory or support resources necessary for delivery of the Works

The submission shall also indicate the Tenderer's proposed deployment arrangement for the execution of the Works, including the relationship between supervisory resources, field resources, warehouse control, data capture and administrative support, and the overall reporting lines applicable to the Contract.

The Tenderer shall confirm that suitable vehicles and operational resources will be made available for the proposed teams in accordance with the requirements of the Contract.

In the case of an association, joint venture or consortium, the Tenderer shall clearly indicate how duties, responsibilities and reporting lines are to be shared between the participating entities.

In addition to any lists, this information shall also be provided in organogram format clearly indicating the staff hierarchy, reporting lines, supervision structure, and the relationship between on-site and off-site resources.

The Tenderer shall attach the organisation and staffing proposal, together with the proposed organogram, at the back of this page. The proposed structure shall be specific to this Contract and aligned to the requirements of Part C3, including Clause C3.2.28.

Resource and Asset Exclusivity Declaration

The Tenderer confirms that all key personnel, electricians, vehicles, equipment and operational resources declared in support of this tender are available to the Tenderer and have not been declared by, committed to, or made available to another tenderer for this Contract.

No person, vehicle, equipment item or operational team declared in support of this tender may be counted for functionality, capacity or mobilisation by another tenderer for this Contract.

Where duplication is identified, the duplicated resource shall not be considered unless the matter is resolved to the written satisfaction of the Employer before completion of the tender evaluation.

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:

Refer to Additional Conditions of Tender: T1.2.3.4

Tenderers are to include, at the back of this page, the following for each electrician declared below:

1. Updated CV (maximum 2 pages)
2. Certified ID copy
3. Certified Trade Test Certificate
4. Sworn Affidavit by Resource (Confirmation of Employment / Availability)
5. Certified Competency Certificate(s), where applicable
6. Proof of Revenue Protection competency, where applicable
7. Any other supporting proof of relevant metering competency, training or experience relied upon for evaluation

The Tenderer shall ensure that the supporting documentation submitted is clear, legible and directly linked to the electricians declared below. Any vague, illegible or unrelated documentation may not be considered for evaluation purposes.

[illegible]

NB: Attachments of supporting documents for electricians that are not declared above will not be taken into consideration.

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.

Date _____

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 36514 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 am 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 36514 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 36514 5E.
5. I am aware of the scope of work to be conducted on this contract, and I give consent to EMD 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 36514 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

T2.2.20 ACKNOWLEDGEMENT OF SECURITY OBLIGATIONS

Refer to Additional Conditions of Tender: T1.2.3.4.

Reference is made to Part C3 and the relevant Contract provisions dealing with security requirements.

The Tenderer acknowledges that work under this Contract may be carried out in areas subject to crime, public unrest, customer hostility, violence, site risk, or other security-related constraints.

The Tenderer further acknowledges that, where security is required for the safe and proper execution of the Works, the Tenderer shall be responsible for providing suitable security arrangements at its own cost and in accordance with the requirements of the Contract.

By signing below, the Tenderer confirms that it has taken this requirement into account in its tender submission and accepts the obligation should it be awarded the Contract.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.21 CONSTRUCTION APPROACH, METHODOLOGY, AND QUALITY CONTROL

Refer to Part C3: Scope of Work and the requirements of this returnable schedule.

The Construction Approach, Methodology and Quality Control Plan is a mandatory returnable document.

The Tenderer shall provide a contract specific Methodology and Quality Control submission that clearly demonstrates its understanding of the Works and its ability to plan, manage, control and deliver the Contract successfully.

The submission shall be concise, practical and specific to this contract, and shall as a minimum address the following:

1. Scope Understanding and Delivery Approach

The Tenderer shall describe its understanding of the scope of work and the proposed approach to execution, including meter replacement, commissioning, field control, data capture, and close-out of work.

2. Resource Deployment and Supervision

The Tenderer shall describe how the proposed project team, supervisory structure and field resources will be deployed and managed to achieve the required outputs and maintain control of the Works.

3. Risk, Safety and Security Management

The Tenderer shall describe the approach to identifying, managing and mitigating operational, safety, site and security risks relevant to the execution of the Works.

4. Quality Control and Corrective Action

The Tenderer shall describe the quality control measures that will be implemented to ensure compliance with the Contract requirements, including inspections, audit checks, defect identification, corrective action and closure of non-conformances.

5. Communication, Reporting and Control

The Tenderer shall describe the communication and reporting arrangements that will be used to manage the Works, including interfaces with EMD, escalation of issues, and progress and performance reporting.

6. Data Capture, Reconciliation and Work Closure

The Tenderer shall describe how installation records, supporting evidence, meter change data, reconciliation and work order closure information will be controlled and submitted in accordance with the Contract.

Failure to submit the Construction Approach, Methodology and Quality Control Plan with the tender submission shall result in the tender offer being deemed non-responsive and it shall not proceed to further evaluation.

Generic company profiles, generic method statements or marketing material will not be sufficient. The Tenderer must attach his / her Methodology and Quality Control information at the back of 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.

At tender stage, the Tenderer shall provide details of the vehicles proposed for execution of the Works in support of the number of electrician teams and quality resources declared in its tender submission.

The Tenderer shall declare a minimum of four (4) suitable vehicles.

For the purposes of this Contract, a suitable vehicle shall mean a reliable, roadworthy, licensed and insured vehicle that is fit for field installation work and capable of safely transporting personnel, tools, ladders, test equipment, meters, removed meters, seals, consumables and related materials.

Each vehicle shall be fitted with a lockable weatherproof canopy and a suitable ladder rack where required for the work being executed.

The Tenderer shall provide the registration number, ownership, hire or lease status, certified registration documentation, valid hire or lease agreement where applicable, and proof of availability for every vehicle declared.

A vehicle declared by one Tenderer may not be declared or used to support another Tenderer for this Contract.

Before work is allocated, each appointed Contractor shall maintain the number of approved vehicles necessary for the electrician teams, quality resources and work allocation approved by the Energy Management Directorate.

All vehicles approved for use under this Contract shall remain continuously available for the execution of the Works for the duration of the Contract, or for such period as the relevant electrician team, quality resource or work allocation remains active.

Where an approved vehicle becomes unavailable for any reason, including breakdown, servicing, accident, repair, licensing, insurance, theft, mechanical failure or any other cause, the Contractor shall immediately notify the Employer's Agent's Representative and provide a suitable substitute vehicle.

Any change, replacement or substitution of a vehicle declared or approved for use under this Contract shall require the prior written acceptance of the Employer's Agent's Representative or the Energy Management Directorate.

The Contractor shall submit the full details of the proposed replacement or substitute vehicle before it is used for the execution of the Works, including the vehicle registration number, ownership, hire or lease status, certified registration documentation, insurance confirmation, roadworthy status where required, and proof that the vehicle complies with the canopy, ladder rack and suitability requirements of the Contract.

No replacement or substitute vehicle shall be used for execution of the Works until the required details have been submitted, recorded and accepted for administration and contract-control purposes.

The Contractor shall provide an accepted substitute vehicle within two (2) working days from the date on which the approved vehicle became unavailable, or from the date on which the Contractor became aware, or ought reasonably to have become aware, that the vehicle was unavailable.

No undeclared, unrecorded or unaccepted vehicle shall be used for the execution of the Works.

The Contractor shall not be entitled to any additional payment, standing time, delay claim, loss of profit, loss of anticipated turnover or extension of time arising from vehicle breakdown, servicing, replacement, substitution, non-availability or failure to maintain the required vehicle capacity.

- (a) Details of vehicles owned, hired or leased by me / us and available for this Contract. Each vehicle must be listed on a separate line. Where a vehicle is hired or leased, the valid hire or lease agreement or written proof of availability must be provided in the tender submission.

DESCRIPTION (type, size, and capacity)	Vehicle registration	Owned or Leased

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 the Health and Safety requirements stated in the Contract and Part C3: Scope of Work.

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:

RT 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: **36514 5E**

Contract Title: **THE FIELD INSTALLATION OF ELECTRICITY ADVANCED METERING
INFRASTRUCTURE (AMI) COMPONENTS FOR CUSTOMERS WITHIN THE ETHEKWINI
MUNICIPALITY AREA FOR 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**

1.1.1.14 The time for achieving Practical Completion, from the Commencement Date, is thirty-six (36) months. The period as stated in 5.3.2 is 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 eThekwin Municipality as represented by:
Deputy Head: Leshan Moodliar

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 Vakesan Moodley

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: 031 322 9394
Fax: 031 311 1050
E-Mail: Vakesan.Moodley@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**.

6.2.1 **Security (Performance Guarantee):**

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:**

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**

Additional insurance requirements

The Contractor shall, at its own cost, provide and maintain insurance cover appropriate to the risks arising from the execution of the Works.

The insurance cover shall include cover for municipal stock, meters, materials, equipment and consumables issued to or held by the Contractor, whether such items are stored at the Contractor's premises, stored at any temporary storage location, transported to or from site, held in vehicles, issued to field teams, installed, removed, returned, reconciled or otherwise in the custody or control of the Contractor.

The Contractor shall provide goods-in-transit cover for all municipal stock, meters, materials, equipment and consumables transported by or on behalf of the Contractor.

The Contractor shall ensure that its public liability insurance covers damage to municipal property, customer property, third-party property, injury to persons and claims arising from the execution of the Works.

The Contractor shall ensure that all vehicles used in the execution of the Works are properly licensed, roadworthy and insured.

The Contractor shall maintain statutory employee injury and compensation cover as required by applicable law.

The Contractor shall submit proof of the required insurance cover before commencement of the Works and whenever requested by the Employer's Agent's Representative.

The Contractor shall ensure that all required insurance policies remain valid for the duration of the Contract and for any applicable defects liability period where relevant.

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

C1.2.3.1 CONTRACTOR PARTICIPATION GOAL (CPG)

1. A minimum of thirty percent (30%) of the Contract value shall be subcontracted to entities that are more than fifty-one percent (51%) black owned.
2. Prior to commencement of the Works, the Contractor shall submit a subcontracting rollout plan to the Employer's Agent's Representative for acceptance. The plan shall identify the proposed subcontractor or subcontractors, the portion of the Works to be subcontracted, and the proposed value allocation.
3. The Contractor shall submit proof of payment to subcontractors as and when required by the Employer's Agent's Representative in order to verify compliance with the subcontracting requirement.
4. Failure to achieve the specified minimum subcontracting target shall render the Contractor liable to a penalty equal to zero comma five percent (0.5%) of the Contract value, excluding Provisional Sum items and fixed cost allowances, for every one percent (1%) of subcontracting not achieved.

C1.2.3.2 SUBCONTRACTUAL REQUIREMENTS

1. The Contractor shall ensure that any subcontractor appointed under this Contract complies with the applicable requirements of the tender and the Contract.
2. The Contractor shall not appoint a subcontractor who is presently in the service of the state.
3. The Contractor shall not appoint a subcontractor who has been in the service of the state during the preceding twelve (12) months.
4. The Contractor shall ensure that the subcontractor has no relationship, whether family, friendship or otherwise, with any person in the service of the state who may be involved with the evaluation, adjudication, administration or monitoring of this Contract.
5. The Contractor shall ensure that the subcontractor does not have directors, trustees, managers, principal shareholders or stakeholders who are in the service of the state.
6. The subcontractor shall have been in business for a minimum period of six (6) months prior to appointment.
7. The Contractor may appoint one or more subcontractors, provided that the minimum thirty percent (30%) CPG requirement is achieved.
8. The Contractor shall submit proof of the subcontractor's compliance with Clauses C1.2.3.2 and C1.2.3.3 to the Employer's Agent's Representative prior to appointment of the subcontractor.
9. The Contractor shall ensure that every subcontractor operates under the direction and control of the Contractor and remains subject to the requirements of this Contract.

C1.2.3.3 MINIMUM REQUIREMENTS OF SUBCONTRACTOR

1. The Contractor shall ensure that any subcontractor appointed under this Contract complies, as a minimum, with the following requirements:
 - a) CIDB contractor grading designation of 4 EP/EB or lower
 - b) Registration on the National Treasury Central Supplier Database
 - c) CIPC registration documents
 - d) A minimum of one (1) Trade Tested Electrician
 - e) Where the declared electrician does not hold Revenue Protection competency at the commencement of the Contract, such electrician shall, at the cost of the subcontractor, undergo the required training at the Energy Management Directorate (EMD) Training Centre and be deemed competent within six (6) months from commencement
 - f) A minimum of one (1) vehicle fitted with roof racks suitable for carrying ladders and for execution of the Works
2. The electrician provided by the subcontractor shall be suitably qualified, experienced and deemed competent for the work to be performed.

C1.2.3.4 PERFORMANCE MONITORING OF SERVICE PROVIDERS

1. The Contractor shall be subject to performance monitoring assessments in terms of the applicable provisions of the Employer's Supply Chain Management Policy.

2. Key Performance Indicators are specified in Part C3: Scope of Work or shall be discussed and agreed with the Contractor before commencement of the Contract.

C1.2.3.5 STANDARD DRESS CODE AND PPE

1. The Contractor's staff shall comply with the required dress code and PPE requirements applicable to this Contract.
2. Contractor personnel engaged on the Works shall be provided with red arc-rated and flame-retardant overalls consisting of a jacket and trousers suitable for the duties to be performed and compliant with the applicable technical and safety requirements stated in the Contract.
3. The arc thermal performance value of the jacket and trousers shall be between 12 cal/cm² and 15 cal/cm².
4. The overalls shall include reflective striping and shall display the Contractor's name and contact number.
5. The Contractor shall provide all necessary PPE, including safety footwear and any additional protective equipment required for safe execution of the Works.
6. All required clothing and PPE shall be worn at all times when personnel are engaged in field duties.
7. Only Contractor teams equipped with the required arc flash PPE and safety equipment shall be issued work and permitted access to sites within EMD's area of supply.

C1.2.3.6 CONTRACTOR TO NOTE AND COMPLY WITH THE FOLLOWING

1. The Employer shall have the right to require the removal from site of any of the Contractor's personnel where, in the opinion of the Employer, such removal is warranted.
2. The Employer may require disciplinary or corrective action where the conduct, workmanship, safety performance or compliance of the Contractor's personnel is unsatisfactory.
3. The Contractor shall operate under the direction and instructions of the Employer's Agent's Representative or such other person as may be designated by the Employer in writing.
4. The Contractor shall transport its personnel to and from site.
5. The Contractor shall comply with all applicable labour legislation, statutory requirements, municipal requirements, EMD procedures, and any lawful instruction issued under the Contract.
6. The Contractor shall ensure that its personnel abide by all such applicable requirements.
7. The Contractor shall maintain the required standard of workmanship and shall comply with all applicable quality assurance, audit, reporting and control procedures relevant to this Contract.
8. The Contractor shall provide all safety apparel, safety equipment and cleaning materials required for execution of the Works.

C1.2.3.7 CONTROL AND SAFE-KEEPING OF MATERIALS

1. Materials required for execution of the Works may be supplied by the Municipality and issued to the Contractor as required.
2. All materials issued by the Municipality shall remain the property of the Municipality at all times.
3. The Contractor shall be responsible for the collection, receipt, custody, safeguarding, proper use, reconciliation and return of all Municipality-issued materials.
4. Where any material is issued by the Contractor to a subcontractor for execution of the Works, such material shall be drawn through the Contractor, and the Contractor shall remain fully accountable to the Municipality for such material.
5. Any shortages, losses, misuse, damage or unexplained discrepancies in Municipality-issued materials shall be for the account of the Contractor and may be recovered at replacement value together with a twenty percent (20%) handling charge.
6. Quantities of materials that cannot be properly accounted for may result in delayed payment, withheld payment, recovery from monies due, or any other remedy available to the Employer under the Contract.
7. Municipality-issued materials shall be used only for authorised work under this Contract.

Failure to maintain insurance cover

The Contractor shall remain fully liable for any loss, theft, damage, claim, cost, charge, replacement cost, repair cost, penalty or expense arising from municipal stock, meters, materials, equipment, consumables, customer property, municipal property, third-party property, vehicles, personnel or any other matter under the Contractor's custody, control or responsibility.

Where the Contractor fails to provide proof of insurance, allows insurance cover to lapse, maintains insufficient insurance cover, has a claim rejected due to non-compliance with policy conditions, or is otherwise unable to recover from its insurer, the Contractor shall remain fully liable to the Municipality.

The Employer may withhold payment, suspend the issue of further stock, suspend further work allocation, recover losses from monies due to the Contractor, require replacement cover, require corrective action, or terminate the Contract should the Contractor fail to maintain the required insurance cover.

The Contractor shall not be entitled to any claim for delay, standing time, loss of profit, loss of anticipated turnover or under-utilisation of resources arising from suspension or non-allocation of work due to inadequate, expired, rejected or missing insurance cover.

C1.2.3.8 CARE OF THE WORKS AND RESPONSIBILITY OF CONTRACTOR

1. The Contractor shall take full responsibility for the proper care and protection of the Works and shall, at its own cost, repair and make good any damage, loss or injury arising from its acts, omissions, negligence, poor workmanship or failure to protect the Works.

C1.2.3.9 DAMAGE TO PERSONS AND PROPERTY

1. The Contractor shall indemnify and keep indemnified the Employer against all loss, damage, claims, proceedings, costs, charges and expenses arising out of or in consequence of the execution of the Contract or any act or omission of the Contractor, its employees, agents or subcontractors, except to the extent caused by the acts or omissions of the Employer or others for whom the Contractor is not responsible.

C1.2.3.10 ACCIDENTS AND REPORTING

1. In addition to all statutory obligations, the Contractor shall immediately report all accidents, incidents, injuries, near misses, abnormal occurrences and damage affecting the Works to the Employer's Agent's Representative.
2. Where required by the Employer's Agent's Representative, such report shall be submitted in writing and shall contain full details of the occurrence and the corrective action taken or proposed.
3. The Contractor shall provide all assistance, access and information required for any investigation into such occurrence.

C1.2.3.11 OCCUPATIONAL HEALTH AND SAFETY ACT 1993

1. The Contractor shall comply with the Occupational Health and Safety Act, 1993, all regulations made thereunder, and all applicable EMD Codes of Practice, Safety Rules and System Operating Regulations.
2. The Contractor shall employ only persons who are suitably qualified, trained, authorised and competent for the work allocated to them.
3. The Contractor shall not do, or permit anything to be done, which would place persons, property, infrastructure or the Works at risk.
4. The Contractor shall appoint a competent person to liaise with the Employer's Agent's Representative on all health and safety matters relating to the Contract.
5. The Employer shall be entitled to conduct safety inspections and audits at any time during the currency of the Contract.
6. The Employer may refuse access to site or suspend the use of any person, team, equipment or method of work that is unsafe, non-compliant, unauthorised or otherwise unsuitable for execution of the Works.
7. Before commencement of the Works, the Contractor shall provide documentary proof of compliance with the Compensation for Occupational Injuries and Diseases Act and all other statutory requirements applicable to the execution of the Contract.

C1.2.3.12 EXECUTION OF WORK

1. All work under this Contract shall be executed in strict accordance with the Contract documents, Part C3: Scope of Work, approved workflows, applicable EMD procedures, and the lawful instructions of the Employer's Agent's Representative.
2. No alteration or departure from the Contract requirements shall be made without prior written approval from the Employer's Agent's Representative.
3. The decision of the Employer's Agent's Representative shall be binding on the Contractor in all matters relating to execution, compliance and quality of workmanship under the Contract.

C1.2.3.13 TESTS

1. At the conclusion of any routine or special work, the Contractor shall perform any tests required by the Employer's Agent's Representative to verify the work done.
2. Completion of such tests shall not relieve the Contractor of responsibility for defective work, omissions, poor workmanship, non-compliance, or failures arising after completion of such tests.

C1.2.3.14 GUARANTEE

1. A guarantee period of one (1) year shall apply to all work carried out by the Contractor under this Contract.
2. The Contractor shall, at its own cost, rectify any defect, fault, omission or failure attributable to its work and identified within the applicable guarantee or defects liability period.

C1.2.3.15 ADDITIONAL WORK

1. No work or service outside the scope of this Contract shall be undertaken without prior written instruction from the Employer's Agent's Representative.
2. Any approved additional work shall be measured, valued and paid for in accordance with the Contract.

C1.2.3.16 ACCOMMODATION

1. The Municipality shall provide no accommodation for the Contractor's personnel.
2. All costs associated with accommodation, transport, subsistence and related arrangements for the Contractor's personnel shall be for the account of the Contractor.

C1.2.3.17 SECURITY ARRANGEMENTS

1. The Contractor shall comply with all security requirements, access procedures and site regulations applicable at any site where work is carried out under this Contract.
2. The Contractor shall ensure that its personnel and subcontractors comply with all such security requirements and site regulations.
3. Where security is required for the safe and proper execution of the Works, the Contractor shall make suitable security arrangements in accordance with the Contract.

C1.2.3.18 CANCELLATION

1. If application is made for the liquidation of the Contractor, or if the Contractor applies for business rescue, judicial management, compromise with creditors, assignment for the benefit of creditors, or any equivalent insolvency-related process, the Employer may cancel the Contract without prejudice to any other rights it may have.

C1.2.3.19 REMEDIES FOR NON-PERFORMANCE

1. If, in the opinion of the Employer's Agent's Representative, the Contractor has failed to carry out any obligation in terms of this Contract, or if the goods or services rendered are unsatisfactory, the Employer may issue written notice requiring the Contractor to rectify such failure within seven (7) days, or within such other period stated in the notice.
2. If the Contractor fails to rectify the default within the period stated in the notice, the Employer may cancel the Contract, suspend work, have the work completed by others, recover the additional cost incurred, withhold payment, or exercise any other remedy available in law or under the Contract.

3. Cancellation, suspension or enforcement of remedies by the Employer shall not relieve the Contractor of any liability already incurred under the Contract.

C1.2.3.20 THEFT OF MATERIAL OR INFRASTRUCTURE AND FRAUD

1. Fraud, theft of material, theft of infrastructure, or theft of any Municipality property by the Contractor's personnel or subcontractor personnel shall constitute grounds for immediate removal from the Works and further action in terms of the Contract and applicable law.
2. The Contractor shall immediately investigate any such incident and submit the findings to the Employer's Agent's Representative.
3. The Employer may refer any such matter for further investigation or legal action.
4. The Employer may require the removal from the Contract of any person implicated in fraud, theft, dishonesty or serious misconduct.
5. Any loss suffered by the Municipality arising from fraud, theft, misuse or unlawful conduct by the Contractor's personnel or subcontractors may be recovered from monies due to the Contractor, without prejudice to any other rights of the Employer.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

GCC 2015 and the STANDARD ENGINEERING SPECIFICATIONS

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 RATE-BASED RE-MEASUREMENT CONTRACT

This is a rate-based re-measurement Contract. No quantities are guaranteed in the Bill of Quantities.

The Contractor shall be paid only for work properly instructed, executed, measured, reconciled and accepted in accordance with the Contract, using the applicable tendered rates in the Bill of Quantities.

The Municipality may increase, reduce, omit, suspend or reallocate work under any Bill of Quantities item. No tendered rate or item shall create an entitlement to a

minimum quantity, minimum value of work or minimum allocation.

C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS

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.

C2.1.5 MONTHLY PAYMENTS

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 6.7**. The final monthly increment will only be paid upon the issue of a completion certificate.

C2.2: BILL OF QUANTITIES

The Bill of Quantities follows and comprises of **03** pages. The pages are numbered **BoQ 1 to BoQ 3**

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. The price will be fixed to the tenderers BOQ submission for year one and then subjected to the escalation for the next years as indicated on the BOQ only.

Price in accordance with the requirements of this enquiry and Part C3: Scope of Work.

Company Stamp					
Item	Description	Unit	Year 1 Unit Price Exc. VAT	Year 2 Unit Price Exc. VAT	Year 3 Unit Price Exc. VAT
1.	Single-Phase Smart Meter Replacement Removal and replacement of an existing single-phase meter with a smart meter complete.	Each			
2.	Three-Phase Smart Meter Replacement Removal and replacement of an existing three-phase meter with a smart meter complete.	Each			
3.	5A B&G CT Meter Installation Installation of a 5A B&G CT-operated meter complete.	Each			
4.	Live / Dead Seal Application and replacement of live or dead seals complete.	Each			
5.	Single-Phase Inspection Inspection of a single-phase metering installation complete	Each			
6.	Three-Phase Inspection Inspection of a three-phase metering installation complete.	Each			
7.	Single-Phase Circuit Breaker Replacement Replacement of a single-phase circuit breaker complete.	Each			
8.	Three-Phase Circuit Breaker Replacement Replacement of a three-phase circuit breaker complete.	Each			
9.	Single-Phase Meter Removal and Reinstatement Removal and reinstatement of a single-phase meter complete.	Each			

10.	Three-Phase Meter Removal and Reinstatement Removal and reinstatement of a three-phase meter complete.	Each			
11.	Ground Mounted CDU Installation Installation of a ground mounted Consumer Distribution Unit complete.	Each			
12.	ACDU Installation Installation of an Aerial Consumer Distribution Unit complete.	Each			
13.	Data Concentrator Installation Installation of a data concentrator complete.	Each			
14.	Revenue Protection Competent Electricians	Hourly			
15.	UGM Competent Electrician	Hourly			
16.	OHM Competent Electrician	Hourly			
17.	Sub station competent Electrician	Hourly			
18.	Electrician Assistant	Hourly			
19.	General worker	Hourly			
20.	Standby (Electrician Team) (Saturday)	Hourly			
21.	Standby (Electrician Team) (Sunday/public holiday)	Hourly			
22.	Cost per hour per team. Competent electrician with his/her assistant to do minor repairs that are outside the scope of work.	Hourly			
23.	Project Manager	Hourly			
24.	Meter Deployment Lead	Hourly			
25.	Field Supervisor	Hourly			
26.	Quality Auditor	Hourly			
27.	Warehouse Specialist	Hourly			
28.	Bucket Truck with Qualified Operator and assistant	Day			
		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

PAGE

C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.2 PROJECT SPECIFICATIONS

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C3.3 STANDARD SPECIFICATIONS

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C3.3.1 Listing of the Standard Specifications

C3.3.2 Amendments to the Standard Specifications

C3.4 PARTICULAR SPECIFICATIONS

C3.4.1 Part AH - OHSA 1993 Safety Specification (2014)

C3.4.2 Standard Environmental Management Plan
for Civil Engineering Construction Works

PART C3: SCOPE OF WORK

C3.1 PROJECT DESCRIPTION AND SCOPE OF CONTRACT

C3.1.1 Scope

The Energy Management Directorate seeks to appoint up to nine (9) Field Installation Service Providers to deliver Advanced Metering Infrastructure (AMI) field installation services within the jurisdiction of eThekweni Municipality for a period of thirty-six (36) months.

The Contract covers the managed deployment of meter replacement and associated field services across the Northern, Central and Southern Regions through external Service Providers appointed by the Energy Management Directorate (EMD).

The Works under this Contract shall comprise, at a high level, the following:

a) Managed deployment service

The planning, mobilisation, management and execution of AMI field deployment activities in accordance with the Project Specifications, including scheduling, daily and weekly production control, supervision of field teams, coordination with the Energy Management Directorate representatives, and compliance with approved governance and reporting structures.

b) Field implementation

The installation, exchange, removal where instructed, wiring, sealing where applicable, commissioning, testing and verification of residential, prepaid, three-phase and CT-operated 5A B&G meters, together with all associated installation consumables and related field activities at authorised metering points within the EMD network.

c) Communication verification

Verification of smart meter communications on the EMD network where applicable, including execution of the defined escalation process where communications cannot be established, and compliance with the approved AMI, field mobility and CMMS workflow applicable at the time of execution.

d) Customer interface and handover

Where access to and interaction with the customer or occupier occurs, the provision of a basic explanation of the smart meter and Customer Interface Unit where applicable, including basic operating guidance, customer handover information and compliance with customer conduct and data protection requirements.

e) Field mobility, data capture and work order closure

Capture and submission of complete work order closure information using the approved workflow, including auditable installation records, meter serial numbers, seal numbers, readings, photographs, test and verification results, geo-location, customer details where applicable, and all supporting records required for meter change closure, reconciliation and audit.

f) Prepaid credit handling and removed meter control

The execution of the prepaid meter bleeding process where applicable, including recording and submission of remaining customer credit, controlled storage of removed prepaid meters, daily bleeding records, and all related administration, reconciliation and audit support.

g) Tamper and abnormal case handling

Identification, inspection, recording and escalation of bypassed, tampered, damaged or abnormal metering

cases in accordance with approved EMD processes and instructions.

h) Quality, compliance and corrective action

Execution of installation quality assurance, audit support, non-conformance reporting, corrective actions, re-inspections and closure of defects within the required timeframes.

i) Asset, inventory and chain-of-custody control

Controlled handling, safeguarding, reconciliation, storage, issue, return and traceability of meters, associated consumables, removed meters and related components.

j) Project controls and reporting

Maintenance and submission of required project controls and reports, including implementation plans, progress reporting against targets, performance reporting against KPIs, daily and monthly reconciliations, exception reporting, risk registers, issues logs and any other reports required by EMD.

All detailed requirements, processes, acceptance criteria, deliverables, performance measures, governance controls and reporting obligations applicable to the Works are specified under C3.2 and C3.3, where applicable.

C3.1.2 Contract Regions and Deployment Structure

The Contract area shall comprise the Northern, Central and Southern Regions of eThekwin Municipality.

The Municipality may appoint up to nine (9) Service Providers in total, with a maximum of three (3) Service Providers appointed per Region. The Municipality may appoint fewer than three (3) Service Providers in any Region and may appoint fewer than nine (9) Service Providers in total, subject to available budget, operational requirements and the outcome of the tender evaluation.

Each appointment shall not be exclusive. No Service Provider shall have an entitlement to exclusive access to any Region, a fixed quantity of work, a minimum monthly value, a minimum number of work orders, a fixed number of electrician teams, or any guaranteed allocation of work.

The Energy Management Directorate shall determine the allocation of work, service categories, areas, electrician teams and workloads between appointed Service Providers. The number of electrician teams allocated to one Service Provider may differ from the number allocated to another Service Provider.

The Municipality may increase, reduce, suspend, transfer or reallocate work between appointed Service Providers where required due to performance, quality, capacity, backlog recovery, safety, security, access constraints, customer requirements, system constraints, available budget or any other operational requirement.

The Contractor shall provide all supervisory, installation, audit, warehouse, administrative, data capture, transport, tools, equipment, communication and support resources necessary to execute the work allocated to it in accordance with the Contract.

No claim for loss of anticipated turnover, standing time, under utilisation of staff, under utilisation of vehicles or loss of anticipated work shall arise from any adjustment, reduction, suspension or reallocation of work by the Municipality.

C3.1.3 Digitisation Programme and Service Categories

The Municipality is embarking on a digitisation programme involving the replacement, installation,

commissioning and management of smart metering infrastructure within the eThekweni Municipality area of supply.

The Works may include single-phase smart meter replacements, three-phase smart meter replacements, CT-operated 5A B&G meter changes, inspections, sealing, Consumer Distribution Unit installations, data concentrator installations, associated field services and any other work instructed under the Bill of Quantities.

The actual service mix, work categories, locations, timing and extent of work shall be determined by the Energy Management Directorate in accordance with operational requirements, approved programmes, access availability, outage requirements, system availability, security conditions, customer requirements, available budget and written instructions issued under the Contract.

No quantities, values, number of work orders, number of teams or minimum allocation of work are guaranteed under this Contract. Payment shall be based solely on work instructed, properly executed, measured, reconciled and accepted in accordance with the Contract.

The Contractor shall adapt its staffing, field teams, supervision, vehicles, stock controls, administrative support and operational arrangements to perform the work allocated to it, within its verified and approved capacity.

Where the Municipality requires a Contractor to increase capacity above the capacity accepted at tender stage, the increased capacity shall be subject to the prior written approval of the Energy Management Directorate and the Contractor's submission and acceptance of the additional resources required.

C3.1.4 Definitions, Abbreviations and Normative References

C3.1.4.1 Definitions

Table 1: Definitions

Term	Definition
Advanced Metering Infrastructure (AMI)	Integrated collection of devices, networks, computer systems, protocols and organisational processes dedicated to bi-directionally distributing highly accurate information about customer electricity usage throughout eThekweni Electricity and back to the customers themselves. Refer to NRS 049:2008.
Aerial Consumer Distribution Unit (ACDU)	A metering and service connection arrangement mounted above ground or on a pole structure, used to house and support approved metering and associated low-voltage distribution components at an authorised supply point.
Ground Consumer Distribution Unit (GCDU)	A metering and service connection arrangement mounted at ground level, used to house and support approved metering and associated low-voltage distribution components at an authorised supply point.
B&G Meter	A business and general metering installation, including single-phase, three-phase and other metering configurations applicable to this Contract.
CT-Operated 5A B&G Meter	A business and general meter designed for use with current transformers having a 5A secondary.
Customer Interface Unit (CIU)	Equipment that would normally be within the customer's premises, that communicates with the customer's meter and displays to the customer a range of information that may include consumption data, demand data, and rate of consumption. Refer to NRS 049:2008.

Meter Change	The removal, replacement, installation, commissioning, verification, sealing where applicable, and related system closure of a meter or metering device under this Contract.
Bleeding	The recording and submission of any remaining customer credit on a removed prepaid meter for processing by the Energy Management Directorate.
Approved Workflow	The field, system, administrative and reporting process approved by the Energy Management Directorate in executing, capturing, verifying, reconciling and closing meter changes and associated work.
Contractor	The successful Tenderer appointed to perform the Works under this Contract.
EMD	Energy Management Directorate
Premises	Any property, building, enclosure, meter point, boundary metering point, kiosk, meter room or other location where the Works are authorised to be performed under this Contract.

C3.1.4.2 Abbreviations

Table 2: Abbreviations

Abbreviations	Description
AMI	Advanced Metering Infrastructure
ACDU	Aerial Consumer Distribution Unit
B&G	Business and General
B-BBEE	Broad-Based Black Economic Empowerment
CIU	Customer Interface Unit
CNL	Customer to Network Link
CMMS	Computerised Maintenance Management System
CT	Current Transformer
CT Ratio	Current Transformer Ratio
CV	Curriculum Vitae
EC	Evaluation Committee
eTE	eThekwinI Electricity
ETL	Extract, Transform and Load
EAM System	Enterprise Asset Management System
GCDU	Ground Consumer Distribution Unit
IT	Information Technology
IDP	Integrated Development Plan
KPI	Key Performance Indicator
LAN	Local Area Network
NAC	Network Access Control
OHSA	Occupational Health and Safety Act
RCC	Regulators Compliance Certificate
RFP	Request for Proposal
SANS	South African National Standard
SLA	Service Level Agreement

C3.1.4.3 Normative References

Table 3: Normative References

3.1.4.1	NRS 049:2008	Advanced Metering Infrastructure for Residential and Commercial Customers
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3.1.4.2	NRS 057	Code of practice for electricity metering
3.1.4.3	SANS 10142-1	The Wiring of Premises – Part 1: Low-voltage installations
3.1.4.4	Smart Metering Installation Code of Practice (Dec 2012)	Smart Metering Installation Code of Practice – December 2012
3.1.4.5	IEEE 1675	Testing and verification standards for hardware (for example couplers and enclosures) and installation methods for Broadband over Power Line installations
3.1.4.6	Engineering Profession Act, 2000 (Act 46 of 2000)	Engineering Profession Act, 2000
3.1.4.7	Electricity Regulation Act, 2006 (Act 4 of 2006)	Electricity Regulation Act, 2006
3.1.4.8	ISO 9001	Quality Management Systems – Requirements
3.1.4.9	Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Electrical Installation Regulations	Occupational Health and Safety Act, 1993, including the Electrical Installation Regulations
3.1.4.10	EMD Codes of Practice, Safety Rules and System Operating Regulations	Applicable to the duties, tasks and work instructions issued under this Contract
3.1.4.11	Approved manufacturer installation, configuration, testing and commissioning requirements	Applicable to the approved metering and associated field equipment deployed under this Contract, where these do not conflict with statutory requirements or the Contract
3.1.4.12	Any other standard, code, specification or statutory requirement expressly referenced elsewhere in the Contract	Applicable where expressly referenced in the Contract

C3.2 PROJECT SPECIFICATION

PREAMBLE

In the event of any discrepancy between any part or parts of the Standard or Particular Specifications and the Project Specification, the Project Specification shall take precedence.

In the event of any discrepancy between the Specifications, including the Project Specification, and or the Bill of Quantities, such discrepancy shall be referred to the Employer's Agent for resolution before the execution of the relevant work.

C3.2.1 General

This Project Specification sets out the minimum technical, operational, safety, quality, reporting and administrative requirements for execution of the Works.

The Contractor shall provide all labour, supervision, transport, tools, equipment, communication devices, administrative support and any other resources necessary to carry out the Works, except where the Contract expressly states that EMD shall provide a specific item.

All work shall be carried out in accordance with the approved workflow, the applicable EMD procedures and instructions, and the acceptance criteria defined in this Contract.

C3.2.2 Contractor's Staff, Competency and Key Roles

C3.2.2.1 General Competency Requirements

It shall be a requirement of this Contract that all Contractor personnel carrying out work in terms of this Contract are suitably qualified, experienced and deemed competent in terms of EMD's Codes of Practice and Safety Rules, where applicable to their duties.

No work shall be issued to personnel who have not been deemed competent for the relevant task.

A copy of the competency card of each electrician shall be submitted with the return bid documentation. Where no competency cards are submitted, it shall be assumed that the individual has not been deemed competent.

All personnel performing meter changes, inspections, data capture, commissioning, testing, quality audits, warehouse control or related functions shall be trained in the approved procedures, system rules, safety requirements, customer conduct requirements and applicable data protection obligations relevant to their role.

All personnel, vehicles, equipment and operational resources allocated by a Contractor to this Contract shall be available for the Contractor's own appointment and shall not be shared with, counted for, or deployed on behalf of another appointed Service Provider under this Contract without the prior written approval of the Energy Management Directorate.

The Contractor shall not replace, remove or redeploy any key personnel, electrician, vehicle or material-control resource declared in its tender submission without the prior written approval of the Energy Management Directorate. Any replacement resource shall meet or exceed the competency, experience and capacity requirements applicable to the resource being replaced.

C3.2.2.2 Contractor's Project Manager

The Contractor shall appoint a Project Manager for the allocated region or regions.

The Project Manager shall be responsible for the overall planning, coordination, governance, control and reporting of the Works on behalf of the Contractor, including programme control, stakeholder coordination, issue escalation, performance management and compliance with the Contract.

Minimum qualifications and experience shall include:

- a) National Diploma in Electrical Engineering and registration with ECSA as a Professional Engineering Technician
- b) a minimum of three (3) years' experience in Electrical Distribution or metering field operations
- c) experience in managing service delivery against production, quality and reporting requirements
- d) effective verbal and written communication skills
- e) direct supervisory and coordination experience in field operations

C3.2.2.3 Meter Deployment Lead

The Meter Deployment Lead shall be responsible for supervising and coordinating the assigned AMI field deployment function, including installation, testing, commissioning, productivity control, data capture oversight, quality assurance and post-deployment support activities.

Key responsibilities shall include:

- a) ensuring that service levels are measured appropriately on a daily, weekly and monthly basis
- b) assisting with the monitoring of budgets, schedules, resources and personnel for field deployment related activities
- c) coordinating materials planning and ordering with the relevant EMD representatives
- d) overseeing meter installation quality assurance, post-deployment audit activities, reconciliation controls and exception management
- e) coordinating the Contractor's field, audit, warehouse and administrative support resources
- f) monitoring meter change data capture performance and ensuring that the approved workflow is being followed
- g) ensuring that bleeding records, removed meter controls, communication verification records and other required supporting documentation are submitted in the prescribed format and within the required timeframes

Minimum qualifications and experience shall include:

- a) National Diploma in Electrical Engineering
- b) minimum of 3 years experience of managing service against target service levels
- c) effective verbal and written communication skills
- d) direct supervisory experience
- e) experience in electrical meter installation quality assurance, document control and field operations

C3.2.2.4 Field Supervisor

The Field Supervisor shall lead the Installation Electricians and coordinate field execution, safety, productivity, quality, data completeness and compliance with the approved work instructions and procedures.

Key responsibilities shall include:

- a) managing, supervising and leading the Installation Electricians and associated field resources
- b) ensuring that all work orders are completed correctly with the prescribed installation, meter, seal, reading, location and closure information
- c) coordinating with the Meter Deployment Lead to address field risks, constraints, exceptions and unresolved cases
- d) ensuring that installation work is completed safely, correctly and with minimal waste of resources
- e) ensuring that installation personnel leave the worksite safe, compliant and tidy
- f) ensuring that all required field evidence is captured and submitted
- g) ensuring that abnormal, tampered, bypassed or unsafe installations are identified, recorded and escalated in accordance with the prescribed process
- h) supporting daily reconciliation between physical work completed and work captured on the approved system

Minimum qualifications and experience shall include:

- a) Trade tested (Electrician) and/or served a recognised apprenticeship as an electrician
- b) Revenue Protection Competency
- c) Code B Driver's Licence
- d) understanding of the EMD and its infrastructure
- e) knowledge of eTE's LV reticulation network and operations
- f) experience in Revenue Protection and or Meter Engineering
- g) sound knowledge of the Occupational Health and Safety Act, 1993, SANS 10142-1 and relevant Departmental Codes of Practice

C3.2.2.5 Field Installation Electricians

Field Installation Electricians shall be responsible for installing, wiring, testing, sealing where applicable, commissioning and verifying AMI devices and associated installation consumables at approved metering points within eThekweni Municipality area of supply, in compliance with all applicable safety, statutory and technical requirements.

Key responsibilities shall include:

- a) installing, wiring, sealing where applicable, testing and commissioning smart meters and associated AMI devices and communications equipment
- b) confirming correctness of meter type, rating, configuration, polarity and wiring prior to energisation
- c) capturing and submitting the prescribed installation data using the approved workflow.
- d) completing the required verification checklist and recording all prescribed test results
- e) identifying, assessing and recording hazards and risks at the meter point and applying the required safe isolation practices
- f) verifying smart meter communications and successful onboarding or registration on the EMD's network, or completing the prescribed escalation where communications cannot be established
- g) explaining and demonstrating smart meter functionalities to the customer where the customer is present
- h) reporting defects, tampering indicators, unsafe conditions, abnormal site conditions and access constraints immediately through the prescribed escalation process
- i) performing the bleeding process for prepaid meter changes where applicable in accordance with the prescribed procedure
- j) inspecting tampered or bypassed prepaid meters in accordance with the approved inspection sheet and referring such cases back to EMD for further action
- k) carrying out CT-operated 5A B&G meter changes where instructed and where competent to do so, including the prescribed checks, records and sign-offs
- l) maintaining tools, test instruments and PPE fit for purpose and ensuring that instruments requiring verification or calibration are valid at the time of use

Minimum qualifications and experience shall include:

- a) Trade Test (Electrician) and/or serve a recognised apprenticeship as an electrician
- b) Code B Driver's Licence
- c) deemed competent by the EMD Training Centre for the applicable class of work, or accepted by EMD for the required competency training. An electrician not yet deemed Revenue Protection competent may only perform work within his or her approved competency and under the supervision or direction required by EMD until the required competency is achieved.
- d) understanding of the EMD and its infrastructure
- e) knowledge of EMD's LV reticulation network and operations
- f) experience in Revenue Protection and or Meter Engineering
- g) sound knowledge of the Occupational Health and Safety Act, 1993, SANS 10142-1 and relevant Departmental Codes of Practice

At tender stage, the Tenderer shall declare a minimum of three (3) electricians in accordance with T2.2.18. The number of electrician teams activated or allocated to an appointed Contractor during the Contract may differ between Contractors and shall be determined by the Energy Management Directorate according to the workload allocated, the Contractor's verified capacity and operational requirements.

A Contractor may only be allocated work up to the number of electrician teams and associated resources that have been assessed, accepted and approved by the Energy Management Directorate. Additional electricians or teams may only be deployed after submission and written approval of the required competency, employment, vehicle and supporting documentation.

Any electrician not yet deemed Revenue Protection competent may only perform work within his or her

approved competency and under the supervision or direction required by EMD until the required competency is achieved.

C3.2.2.6 Quality Auditor

The Quality Auditor shall be responsible for implementing and executing the quality assurance and audit programme for AMI meter installations, including inspections, evidence reviews, non-conformance reporting, corrective action follow-up and formal sign-off of rectified work.

Key responsibilities shall include:

- a) collaborating with the Field Supervisor and Installation Electricians to develop and implement an audit plan
- b) collaborating with the Meter Deployment Lead to develop and apply audit sampling methodology and acceptance criteria
- c) performing installation quality audits and inspections to verify compliance with this Contract, approved procedures, and the EMD electrical meter installation quality system
- d) monitoring, measuring and reporting recurring defects and systemic quality issues
- e) recording and maintaining audit evidence including photographs, meter serial numbers, seal numbers, configuration records, test results and communication verification outcomes
- f) raising Non-Conformance Reports where defects are identified, classifying severity, specifying corrective actions and tracking closure
- g) verifying corrective action closure through re-inspection and formally signing off rectified work
- h) escalating critical safety defects or serious non-compliances immediately

Minimum qualifications and experience shall include:

- a) Trade Tested (Electrician) and/or served a recognised apprenticeship as an electrician
- b) Code B Driver's Licence
- c) deemed competent in terms of Codes of Practice and Safety Rules
- d) Wireman's Licence
- e) knowledge of EMD's LV reticulation network and operations
- f) experience in Revenue Protection and or Meter Engineering
- g) sound knowledge of the Occupational Health and Safety Act, 1993, SANS 10142-1 and relevant Departmental Codes of Practice

C3.2.2.7 Warehouse Specialist

The Warehouse Specialist shall be responsible for the receiving, custody, storage, control and issuance of AMI programme inventory, including smart meters, SIM cards, communication modules where applicable, seals and associated installation consumables, together with the controlled receipt and storage of removed meters returned from the field.

Key responsibilities shall include:

- a) receiving, verifying and recording inbound AMI stock and consumables
- b) maintaining secure storage and controlled access for AMI devices and controlled items
- c) preparing, picking and issuing AMI devices and consumables to authorised field personnel
- d) loading, verifying and documenting all items handed over and received back
- e) receiving returned, replaced and removed meters and reconciling returns against issued stock
- f) maintaining accurate records and traceability of removed meters, including prepaid meters retained for bleeding and voucher validation purposes
- g) ensuring that removed prepaid meters subject to bleeding are stored on the Contractor's premises for one month in chronological date order and in a manner acceptable to eTE

- h) conducting physical inventory counts and investigating variances
- i) maintaining warehouse organisation, housekeeping and safe handling practices

Minimum qualifications and experience shall include:

- a) Matric or Grade 12
- b) relevant post-Matric certificate
- c) minimum of 12 months relevant experience

C3.2.2.8 Admin and Data Capture and Reconciliation

The Admin and Data Capture and Reconciliation resource shall be responsible for receiving field submissions, checking completeness of supporting records, capturing approved meter changes onto the authorised system or workflow where required, maintaining daily capture logs, preparing exception reports, reconciling completed work against captured records, and supporting bleeding administration and removed meter traceability.

Key responsibilities shall include:

- a) receiving, verifying and recording daily field submissions
- b) capturing approved meter changes through the approved municipal workflow where back-office data capture is required
- c) maintaining daily logs of submitted, captured, rejected, queried and outstanding meter changes
- d) preparing daily exception and reconciliation reports
- e) verifying completeness of mandatory records including meter numbers, seal numbers, readings, photographs, geo-location and related supporting evidence
- f) maintaining bleeding registers, daily credit lists and meter retrieval records
- g) supporting the verification of CT constants and other post-capture metering records where required
- h) escalating incomplete, inconsistent or abnormal records for resolution

Minimum qualifications and experience shall include:

- a) Matric or Grade 12
- b) relevant administrative and or data capture experience
- c) computer literacy and experience in record control and reconciliation
- d) experience in metering, Revenue Protection, Meter Engineering, field mobility or municipal work management systems shall be an advantage

C3.2.3 Electrician Teams

The Contractor shall provide the number of electrician teams allocated by the Energy Management Directorate in the written appointment, work allocation or instruction issued under this Contract.

The number of teams allocated to an individual Contractor may differ from the number allocated to another Contractor and may be increased, reduced or reallocated by the Energy Management Directorate in accordance with the requirements of Clause C3.1.2 and the Contractor's approved capacity.

Each allocated electrician team shall consist, as a minimum, of:

- a) one competent electrician deemed competent by EMD for the relevant class of work. Where an electrician has not yet been deemed competent for the required work, the Contractor shall ensure that the electrician receives the necessary training, assessment and approval before being permitted to perform such work independently.
- b) the required electrician assistant or support personnel

- c) one approved vehicle suitable for the work being executed
- d) one complete set of tools, test instruments, PPE and communication equipment required for the allocated work
- e) access to the required supervisory, quality, warehouse, administrative and data capture support resources

The Contractor shall ensure that each allocated team remains properly staffed, equipped, supervised and available to execute the work allocated to it.

Where a team is unavailable due to leave, resignation, illness, disciplinary action, safety suspension, competency expiry, vehicle breakdown or any other cause, the Contractor shall provide an approved replacement without delay. The Municipality may reallocate work where the Contractor fails to maintain the required capacity, quality, safety or response time.

C3.2.4 Meter Change Data Capture and System Updating

The Contractor shall make provision for the accurate and timely capture of all meter changes arising from the Works in accordance with the workflow approved by EMD.

The approved workflow may include:

- a) direct field-driven capture by the Contractor's field staff through an approved field mobility solution
- b) dedicated back-office data capturing by Contractor resources through Ellipse or another approved municipal system
- c) any other approved method as deemed necessary by the EMD

The Contractor shall comply with the approved workflow applicable at the time of execution and shall provide sufficient trained resources to execute that workflow without delay.

Where applicable, the Contractor shall complete the meter replacement, commissioning and first-level communication verification in accordance with the approved process defined by EMD.

All meter changes shall be supported by a complete and auditable evidence pack in the format prescribed by the EMD. No meter change shall be regarded as complete unless the required information, supporting photographs, readings, serial numbers, seal numbers and related documentation have been properly captured and submitted.

Where external data capturers are permitted to capture directly onto an approved municipal system, such access shall be strictly controlled by the EMD. Access shall be limited to the minimum functions necessary for processing meter changes and not for any unauthorised amendments, deletions, or any activity outside the approved scope.

All external data capturers shall be granted named user access only. Shared user accounts shall not be permitted. Access shall be role-based, auditable and subject to approval by EMD.

The Contractor shall implement a daily reconciliation process to confirm alignment between meter changes completed in the field, evidence received from site teams, communication verification status where applicable, meter changes captured on the system, bleeding records, removed meter records, and any rejected or outstanding items.

C3.2.5 Prepaid Meter Bleeding

Where an existing prepaid meter is removed and replaced, the Contractor shall carry out the bleeding process, being the recording and submission of any remaining customer credit on the removed meter for

processing by EMD.

Before removal of the meter, the Installation Electrician shall take a clear photograph showing the remaining credit on the meter display together with the meter number clearly visible and legible. This photograph shall form part of the mandatory proof required for the bleeding process.

The Contractor shall submit the required bleeding proof daily through the approved communication mechanism. The communication method, medium, responsible recipient and detailed submission process shall be defined by EMD.

The Contractor shall compile and submit a daily credit list reflecting all meters changed where customer credit is to be processed. This list shall be submitted to the approved EMD representative by 10h00 on the next business day.

All removed prepaid meters associated with the bleeding process shall be stored on the Contractor's premises for a period of one month from the date of removal. These meters shall be stored in chronological date order and in a manner acceptable to the EMD representative to allow easy access, correct identification and efficient retrieval when required.

The Contractor shall maintain proper records linking each removed meter to the relevant customer, account, property or supply address, date of removal, replacement meter details and any bleeding record submitted.

Should a customer present an unutilised voucher or token relating to a removed meter, the EMD may request that specific meter from the Contractor. The Contractor shall retrieve and deliver the requested meter within one business day from the date of request. The EMD shall then verify the validity of the voucher or token and process the necessary credit where applicable.

C3.2.6 Tampered, Bypassed or Abnormal Prepaid Meter Cases

Where a prepaid meter is found to be bypassed, potentially tampered, damaged, illegally altered, or where there is visible evidence of interference with the metering installation, such case shall not be processed as an ordinary meter change or ordinary bleeding case.

The Contractor shall inspect and record the condition of the metering installation in accordance with the approved inspection sheet and prescribed evidence requirements of the EMD. This shall include the required photographs, meter details, seal condition, visible wiring condition, meter panel condition and any other abnormalities identified on site.

Such cases shall be referred to the EMD for the appropriate action, instruction, investigation, billing treatment and further processing in accordance with the applicable Revenue Protection and metering procedures.

The Contractor shall not carry out bleeding, customer credit transfer or normal meter replacement closure for such tampered or bypassed cases unless specifically instructed to do so by the EMD.

Where the EMD instructs that a replacement meter be installed after inspection of the tampered or bypassed installation, the Contractor shall do so strictly in accordance with the instruction issued and shall submit all required supporting records for the case.

C3.2.7 CT-Operated 5A B&G Meter Changes

The Contract shall include the replacement of CT-operated 5A B&G meters as part of the Works.

The Contractor shall provide all labour, supervision, tools, test instruments, transport, materials, administrative support and related resources necessary to execute CT meter changes safely and correctly.

The Contractor shall ensure that all CT meter changes are carried out by suitably trained and competent personnel familiar with CT metering installations, polarity and ratio considerations, safe isolation procedures, metering wiring, seal controls, meter configuration requirements and the applicable commissioning requirements.

Where tampered meters, tampered panels, blown fuses, missing or tampered seals, damaged metering equipment or other abnormal conditions are identified, such cases shall be handled in accordance with the process defined by the EMD and aligned to the prevailing Revenue Protection requirements.

For tampering-related CT meter cases, the Contractor's responsibility shall be limited to the instructed scope, including meter replacement and the submission of the required supporting evidence, unless otherwise directed in writing by the EMD.

These CT meter changes shall not apply to Bulk meter accounts unless specifically instructed by the EMD

Provision may be made for verification of CT constants and other relevant metering parameters prior to meter replacement where required by the EMD or where abnormal conditions are present. After installation and system capture, CT constants and related metering information shall be verified on the relevant system together with the required sign-off to ensure accountability and record integrity.

No CT meter change shall be regarded as complete until the required records, verifications and sign-offs have been completed.

C3.2.8 Training

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

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

For any courses or competencies required, the Contractor shall comply with the minimum experience required as set out by the EMD. Experience gained must have been acquired through a recognised Electricity Supply Authority such as a Municipality, Government Department or Eskom.

The Contractor shall be responsible for ensuring that each prospective installer is a qualified electrician resource who has undertaken industry training to ensure best practice and safety.

The Contractor shall further be responsible for:

- a) ensuring that installers receive industry-accredited training so that they can deliver in accordance with all requirements of the Contract
- b) ensuring that installers have basic knowledge and understanding of data protection and privacy
- c) ensuring that installers are competent in addressing customer queries
- d) continuously providing training to consider changes in the market, legislation and regulation
- e) providing training that enables installers to identify vulnerable customers and respond appropriately in accordance with the EMD's requirements

The EMD reserves the right not to accept any of the Contractor's personnel who have been allocated to this project if it is deemed that the person or persons do not have sufficient experience or qualifications.

C3.2.9 Code of Conduct

All staff shall be issued with eThekwin Electricity identity cards and shall always wear them visibly. Any Contractor employee who accepts bribes from the EMD customers, or who conducts himself or herself 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 the EMD customers, all teams shall comply with the following:

- a) be suitably dressed as stipulated in the Project Specifications
- b) wear their personal EMD identification card on their overall, shirt or 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-service oriented

No person other than the Contractor's employee authorised to perform the work is permitted to interact or communicate with the EMD 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 relevant staff. Failure to comply with such request may result in the Contractor being withdrawn from performing services.

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

C3.2.10 Standard Dress Code

The Contractor's staff shall comply with the standard dress code of two-piece red arc-rated and flame-retardant overalls fully complying with the applicable SANS requirements. Reflective stripes shall be provided. The back of the jacket shall reflect the company name and telephone number. The Contractor shall supply safety shoes, socks and all protective clothing required for the performance of the Works.

C3.2.11 Contractor's Performance

Each installation service item shall be measured to review the Contractor's performance and to ensure optimal service provision to eThekwin Municipality customers.

Performance shall be assessed monthly, or more frequently where necessary, against production achieved relative to work issued, audit acceptance rates, correctness of meter changes, quality of workmanship, timeous completion of work orders, completeness of supporting records, reconciliation of issued and returned material, timeous correction of defects, safety compliance, customer conduct, response to instructions and any other applicable KPI or service level requirement.

The Energy Management Directorate may reduce, suspend, transfer or reallocate work where a Contractor fails to meet the required performance, quality, safety, reconciliation, reporting or responsiveness requirements.

Where performance is unsatisfactory, the Contractor shall submit and implement a corrective action plan within the timeframe directed by the Energy Management Directorate. The acceptance of a corrective action plan shall not prevent the Municipality from reallocating work, withholding payment for incomplete or non-compliant work, applying contractual remedies or exercising any other right available under the Contract.

C3.2.12 Audit and Management of Contract

The Contractor and Supervisor shall be expected to audit work completed by staff under their control. Audited work, discrepancies and remedial action taken shall be recorded and reported to the eTE Project Manager.

C3.2.13 Control and Safe-keeping of Materials

During execution of projects under this specification, all materials will be provided by eThekweni Electricity and issued to the Contractor, who shall store and safeguard them in a safe and reliable manner. The Contractor shall have the necessary warehouse facility and staff to control and be responsible for the materials in their care.

Liability for collection, safe-keeping, proper use and return of materials shall rest with the Contractor. Any shortfall, loss or damage sustained whilst in the possession of the Contractor shall be for the Contractor's account at full replacement value plus handling charges where applicable.

Materials consumed shall be reconciled prior to claims for payment being processed, including reconciliation of meters, cable, jointing kits, circuit breakers, fuses and all other issued equipment.

Where a Contractor is unable to account for any meter issued, the Contractor shall be required to pay a penalty charge for each lost meter at the following rates:

- a) Prepaid Meter Single and Three Phase – R5 000.00 plus the cost of the meter
- b) Credit Meter Three Phase – R5 000.00 plus the cost of the meter
- c) Credit Meter Single Phase – R5 000.00 plus the cost of the meter

Where an employee is unable to account for the whereabouts or circumstances surrounding the loss of any meter, the Engineer may, in his or her sole discretion, permanently withdraw such employee from performing work on behalf of eThekweni Electricity.

C3.2.14 Storage and Control of Reclaimed Services and Equipment

Each appointed Contractor shall be responsible for the storage and control of all reclaimed meters, service cables and associated equipment.

The Contractor shall be responsible for:

- a) tagging and storage of all removed meters
- b) measuring, labelling and storage of all removed service cables
- c) monthly stock counts of all reclaimed equipment and associated reporting to the person appointed by the eTE Project Manager
- d) reconciliation of materials and equipment used

Where the Contractor cannot account for an old meter removed by Contractor staff, a charge of R1 000.00 shall be levied for every old meter unaccounted for.

Removed prepaid meters subject to bleeding shall, however, be retained on the Contractor's premises for one month in accordance with C3.2.5 before final disposal or return as instructed.

C3.2.15 Administrative and Storage Facilities

All tenderers shall clearly state:

- a) their administrative headquarters, branch offices and accompanying staffing levels

b) storage facilities, including addresses, telephone numbers, size and the names and positions of responsible staff

In view of the value of the materials issued, tenders will not be accepted from Contractors who cannot provide adequate storage and safekeeping facilities.

Each successful tenderer shall have an administrative centre with secretarial and reception facilities which cater for telephonic, facsimile and email communication during the working day.

C3.2.16 Plant and Equipment

All necessary tools and equipment shall be provided by the Contractor. Hand-held units or similar devices may be provided by eThekweni Electricity where applicable. In the event of loss or damage of such devices whilst in the possession of the Contractor, the Contractor shall be liable for such loss or damage.

Where access conditions, safety requirements or the nature of the instructed work require the use of a bucket truck, the Energy Management Directorate may instruct the Contractor in writing to provide a bucket truck with a qualified operator and assistant.

The bucket truck shall only be used where specifically instructed by the Energy Management Directorate. Payment shall be made in accordance with Bill of Quantities Item 28 and only for the actual approved period of use. No payment shall be made for unapproved hire, cancellation charges, standby time, non-utilisation or related costs not specifically authorised in writing.

C3.2.17 Electrician Equipment

Each Electrician shall be equipped with the following as a minimum:

- a) suitable GPS navigation units
- b) pens
- c) clipboards
- d) fibreglass extension ladder
- e) suitable communication equipment
- f) safety belt
- g) rubber gauntlets
- h) hard hats
- i) multi-meters
- j) clamp-on meter
- k) voltage tester
- l) fully equipped electrician's tool kit
- m) torch
- n) all other equipment necessary to undertake the required work
- o) Earth Fault Loop Impedance Tester
- p) one bolt cutter
- q) appropriate PPE

C3.2.18 Communication

The Contractor shall provide suitable smart devices such as phones or tablets, at the discretion of the Engineer, for relevant staff including supervisors, electricians and data capture personnel where required. All devices shall include mobile charging units, backup batteries and active Bluetooth, SMS, Wi-Fi, email, internet connectivity and GPS facilities where required by the approved workflow.

Where the Contractor is in possession of devices with similar facilities and existing contracts, the Engineer may, in his or her sole discretion, allow these devices to be used or insist that they be replaced.

The Engineer will provide one or more contact telephone numbers or approved channels for the reporting of completed work and related instructions.

C3.2.19 Transport

The Contractor shall provide reliable, roadworthy, licensed and insured vehicles for all electricians performing field duties and for all quality resources requiring field mobility under this Contract.

Vehicles shall be suitable for the work being executed and capable of safely transporting personnel, tools, ladders, test equipment, meters, removed meters, seals, consumables and related materials.

Each vehicle shall be fitted with a lockable weatherproof canopy and a suitable ladder rack where required for the work being executed.

All vehicles used under this Contract shall comply with the vehicle suitability, documentation, canopy, ladder rack, insurance, approval and availability requirements stated in Returnable Schedule T2.2.23.

The Contractor shall ensure that every approved vehicle allocated to an electrician team, Quality Auditor or other approved field resource remains continuously available for the execution of the Works for the duration of the relevant work allocation.

Where an approved vehicle becomes unavailable for any reason, including breakdown, servicing, accident, repair, licensing, insurance, theft, mechanical failure or any other cause, the Contractor shall immediately notify the Employer's Agent's Representative or the Energy Management Directorate.

The Contractor shall immediately arrange a suitable substitute vehicle that complies with the requirements of this Contract.

Any change, replacement or substitution of an approved vehicle shall be submitted to the Employer's Agent's Representative or the Energy Management Directorate for acceptance before the vehicle is used for the execution of the Works.

The Contractor shall submit the full vehicle details and supporting documentation required for contract records, administration, audit and operational control.

The use of an undeclared, unrecorded or unaccepted vehicle shall not be permitted under this Contract and shall not relieve the Contractor of any penalty, non-availability consequence, safety obligation, insurance obligation or contractual responsibility arising from failure to maintain approved vehicle capacity.

The Contractor shall be allowed a maximum period of two (2) working days to provide an accepted substitute vehicle or to return the approved vehicle to service.

Should the Contractor fail to provide an accepted substitute vehicle or return the approved vehicle to service within two (2) working days, a vehicle non-availability penalty shall apply.

The vehicle non-availability penalty shall be calculated at a rate equal to ten (10) single-phase smart meter replacements per unavailable vehicle per working day, based on the applicable year rate tendered by the Contractor for Bill of Quantities Item 1: Single-Phase Smart Meter Replacement.

The penalty shall apply from the first working day after expiry of the two (2) working day replacement period and shall continue for each working day, or part thereof, until the approved vehicle is returned to service or an accepted substitute vehicle is provided.

The Employer may deduct the vehicle non-availability penalty from monies due or becoming due to the Contractor.

Application of the vehicle non-availability penalty shall not prevent the Municipality from reducing, suspending, transferring or reallocating work where the Contractor fails to maintain the vehicle capacity required for the work allocated to it.

The Contractor shall not be entitled to any claim for delay, standing time, loss of profit, loss of anticipated turnover, underutilisation of staff or underutilisation of resources arising from vehicle breakdown, servicing, nonavailability, replacement, substitution or reallocation of work due to failure to maintain the required vehicle capacity.

C3.2.20 Safety Equipment and Procedures

All competent electricians shall be in possession of the relevant safety equipment as laid down by the EMD. The EMD safety procedures shall be adhered to at all times and risk assessment forms shall be completed daily.

All protective clothing shall be provided by the Contractor.

C3.2.21 Notice of Interruption

If it is necessary to de-energise any electricity main to carry out work that will require an outage time in excess of two hours, consumers shall be advised 48 hours in advance. The Contractor shall be responsible for advising consumers of the impending outage and removing such notices on completion of the required work.

C3.2.22 Documentation

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

C3.2.23 Hours of Service

The Contractor shall ensure that staff are available six days a week, Monday to Saturday, from 07h30 to 16h00, excluding public holidays falling on these days, unless otherwise instructed.

C3.2.24 Security

The Contractor shall be solely responsible for the provision of all security necessary for the execution of the Works under this Contract.

Where security is required due to area risk, site conditions, customer hostility, protection of staff, safeguarding of meters, safeguarding of issued materials, or any other operational or safety risk, the Contractor shall provide such security at its own cost and through a duly registered professional security company.

The EMD shall not be responsible for providing security for the Contractor, the Contractor's staff, the Contractor's vehicles, or the Contractor's equipment and materials.

The Contractor shall ensure that adequate security arrangements are in place before work is undertaken in any area or under any condition where security support is reasonably required. No work shall proceed where the necessary security provisions are not in place to ensure the safety of Contractor personnel and the protection of property and materials.

Where the EMD determines that the required security arrangements have not been provided, or are inadequate for the conditions under which the work is being executed, the following non-compliance process shall apply:

Step 1 Warning

The Contractor shall be issued with a formal written warning identifying the security non-compliance and the corrective action required. The Contractor shall immediately take steps to rectify the deficiency within the period stated by the EMD.

Step 2 Final Warning

If the Contractor fails to rectify the identified security non-compliance within the stated period, or if the same or a similar non-compliance is repeated, the EMD may issue a final written warning and may instruct that the affected work or work teams be suspended until adequate security arrangements are in place.

Step 3 Contractual Action

If the Contractor fails to comply after the final warning, or if repeated security non-compliance places personnel, property, materials, or the execution of the Works at risk, such failure shall constitute material non-compliance and may result in termination of the Contract in accordance with the applicable contractual remedies.

The Contractor shall remain fully responsible for the consequences of any failure to provide adequate security, including any delays, losses, damage, injuries, or inability to perform the Works arising from such failure.

C3.2.25 Minimum Wage Rates, UIF and Bargaining Council Compliance

The Contractor shall comply with the minimum wage rates applicable to the eThekweni Municipality area and shall register all staff for Workman's Compensation, UIF and the National Bargaining Council for the Electrical Industry of South Africa where required.

C3.2.26 Remedies for Non-performance

Should the EMD be of the opinion that the Contractor has failed to carry out any of the obligations in terms of this Contract, or is dissatisfied with the services rendered, the EMD may give the Contractor written notice of such non-performance. If the situation is not rectified within seven days of such notice, the EMD may take the necessary steps to terminate the Contract.

C3.2.27 Incorrect Meter Changes and Penalties

The Contractor shall be fully responsible for the correctness of all meter changes performed under this Contract, including the physical installation in the field and the related meter change capture completed through any approved mechanism, including field mobility, Ellipse capture, AMI workflow, migration process,

or any other approved system process.

An incorrect meter change shall include, but shall not be limited to, installation of the incorrect meter, installation at the incorrect property, account or supply point, incorrect wiring, polarity, configuration or commissioning, incorrect CT ratio, constant, phase association or metering parameter capture, incorrect meter number, seal number, reading, tariff, customer linkage or address captured on the system, failure to capture the meter change correctly on the approved system, mismatch between the physical meter installed and the meter reflected on the approved system, failure to provide the prescribed evidence supporting the meter change, or any meter replacement requiring rework due to Contractor error.

Where an incorrect meter change is identified, the Contractor shall immediately rectify the error at its own cost and within the timeframe prescribed by the EMD.

In addition to the cost of rectification, the EMD may impose the following penalties for each confirmed incorrect meter change attributable to the Contractor:

- a) Residential meter change – replacement cost of the meter plus R5 000.00 per incident
- b) B&G meter change, including CT-operated B&G meter changes – replacement cost of the meter plus R10 000.00 per incident

These penalties shall apply whether the non-conformance arises from the physical meter change, the related system capture, or both.

Where an incorrect meter change results in additional site visits, customer complaints, loss of revenue, incorrect billing, communication failure, audit failure, safety risk or further administrative rework, the EMD reserves the right to recover the reasonable additional costs incurred, in addition to the above penalties, where such costs are directly attributable to the Contractor's error.

Penalties may be deducted from amounts due to the Contractor, without prejudice to any other rights available to the EMD under the Contract.

A penalty shall only be applied after the non-conformance has been confirmed by the EMD or its authorised representative.

C3.2.28 Proposed Organisational Structure

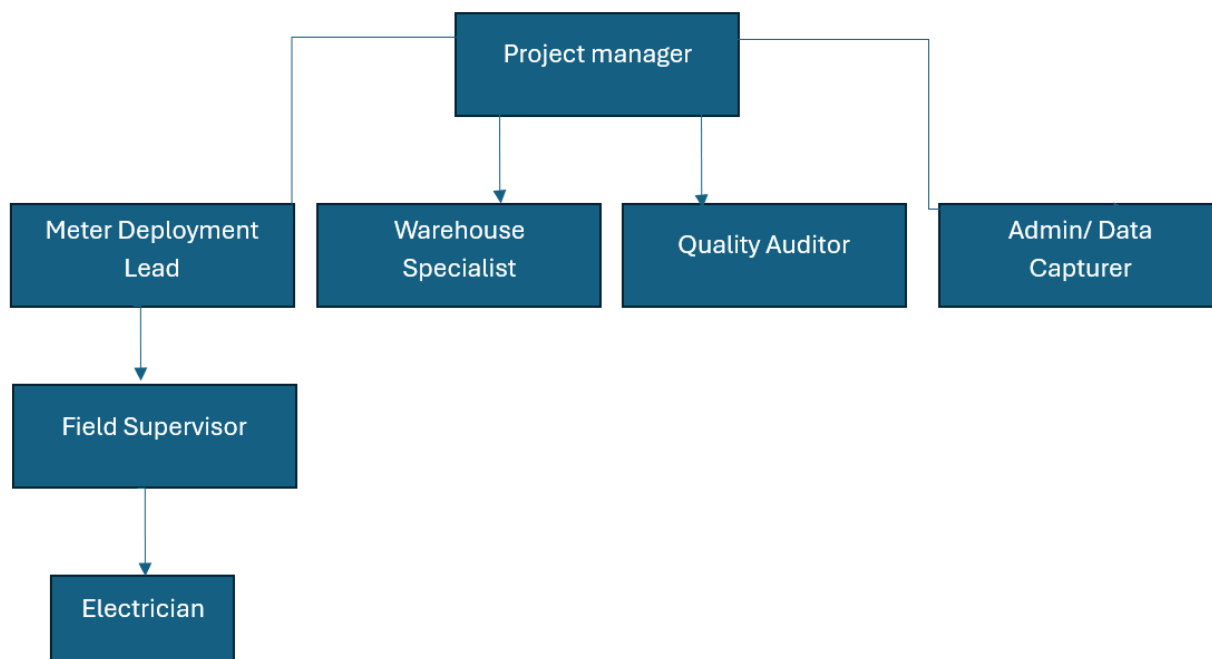
The organogram below sets out the minimum primary organisational structure acceptable for execution of the Contract. The final project structure and deployment arrangement shall be agreed between the EMD and the Contractor after award and prior to commencement of the Works, provided that the minimum requirements of the Contract are met at all times.

The organogram is intended to show the primary reporting structure only and does not necessarily reflect every support, operational or ancillary resource required for execution of the Works. The Contractor shall provide all additional resources required in terms of the Contract, including electrician assistants, warehouse personnel, data capture and administrative personnel, and any other support resources necessary for proper execution of the Works, whether or not such resources are individually reflected on the organogram.

The Contractor shall not amend the agreed project structure, reporting lines, key personnel, supervisory arrangements or support resource configuration during the term of the Contract without first notifying the Employer's Agent's Representative in writing and obtaining prior written approval.

Notwithstanding the agreed structure, the Employer's Agent's Representative may, by written instruction,

require the Contractor to provide additional resources where the deployed project team is considered insufficient to meet the production, programme, quality, supervision or service delivery requirements of the Contract. Any such additional resources shall be provided within the scope of the Contract and shall be measured and paid for in accordance with the tendered rates and the applicable provisions of the Contract.



C3.2.29 Data concentrator installation

A Data Concentrator is a unit forming part of the AMI metering solution used to collect, manage and communicate metering data within the smart metering system.

The Data Concentrator unit and associated materials required for the installation shall be supplied by the Municipality. The Contractor shall, where instructed, install the unit complete, including mounting, fixing, wiring, connection, configuration, commissioning, testing, communication verification, labelling and submission of all required installation and commissioning records.

The Contractor shall ensure that the unit is installed in accordance with the approved manufacturer's requirements, the Contract, and all applicable safety and technical requirements. The installation shall not be regarded as complete until the unit has been properly installed, connected, tested, verified and all required supporting records have been submitted in the format required by the Municipality.

C3.2.30 Environmental and Policy Changes

The operating environment is dynamic and may be affected by Council policy changes. As such some functions or items in this specification may become obsolete. The Engineer will endeavour to provide the Contractor with alternative work where practicable, but this cannot be guaranteed.

C3.3 STANDARD SPECIFICATIONS

C3.3.1 Applicable Standard Specifications, Codes and Requirements

Unless otherwise stated in the Contract, the Works shall comply with the latest applicable editions, revisions and amendments of the following standards, codes and requirements:

- a) NRS 049, where applicable, in respect of Advanced Metering Infrastructure for residential and commercial customers
- b) NRS 057, where applicable, in respect of the code of practice for electricity metering
- c) SANS 10142-1, where applicable, being The Wiring of Premises – Part 1: Low-voltage installations
- d) Occupational Health and Safety Act, 1993 and the Electrical Installation Regulations, including all other regulations applicable to the execution of the Works
- e) The EMD Codes of Practice, Safety Rules and System Operating Regulations, as applicable to the duties, tasks and work instructions issued under this Contract
- f) approved manufacturer installation, configuration, testing and commissioning requirements for the approved metering and associated field equipment deployed under this Contract, where these do not conflict with statutory requirements or the Contract
- g) ISO 9001, where applicable, in respect of quality management systems
- h) Electricity Regulation Act, 2006
- i) Engineering Profession Act, 2000
- j) any other standard, code, specification or statutory requirement expressly referenced elsewhere in the Contract

C3.3.2 Order of Precedence and Contract-Specific Requirements

The Contractor shall be responsible for obtaining and applying the latest applicable editions of all standards, specifications, legislation, codes and manufacturer requirements referenced in this Contract, unless a specific edition is stated.

Where any conflict exists between the Contract, the referenced standards, manufacturer requirements or any applicable code, the order of precedence shall be as follows:

- a) statutory requirements and applicable legislation
- b) the Scope of Work and Project Specifications in Part C3
- c) the standards, codes and requirements listed in C3.3.1
- d) approved manufacturer requirements and technical literature

Where a referenced standard or code imposes a more stringent requirement than the minimum stated elsewhere in the Contract, the more stringent requirement shall apply, unless otherwise approved in writing by the EMD.

No reference to any standard, code, specification or manufacturer requirement shall relieve the Contractor of responsibility for executing the Works safely, correctly and in full compliance with the Contract.

Where clarification is required on the interpretation or application of any standard, code or specification, the matter shall be referred to the Employer's Agent before the relevant work is carried out.

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