



**DEPARTMENT (Cluster)**  
**TECHNICAL SERVICES**  
**DIRECTORATE (Unit)**  
**ENERGY MANAGEMENT**  
**DIVISION**  
**MV/LV OPERATIONS**

**PROCUREMENT DOCUMENT : INFRASTRUCTURE**

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

**Contract No:** 27176-5E

**Contract Title:** Supply, Delivery, Installation, Testing, Commissioning and Maintenance of Access Control Intruder Alert (ACIA) Systems for eThekweni Electricity's Strategic Distributor Substations Inclusive of Armed Response during a Thirty-Six Month Period

**Estimated CIDB:** Grade: 7 Class: EP/EB

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** There is no clarification meeting.

**Queries can be addressed to:** Contractual Queries: Name: Nyaniso Mlilo Tel: 031-311-9422  
eMail: [Nyaniso.Mlilo@durban.gov.za](mailto:Nyaniso.Mlilo@durban.gov.za)  
**The Employer's Agent's** Technical Queries: Name: Lindelani Mtungwa Tel: 031-311-9843  
**Representative:** eMail: [Lindelani.Mtungwa@durban.gov.za](mailto:Lindelani.Mtungwa@durban.gov.za). All email queries are to be submitted by 23 October 2025. Emailed questions and answers will be consolidated and posted on Etenders/Municipal website/SSS for the benefit of all tenderers by 30 October 2025

**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

An **electronic submission** is also to be made via the eThekweni Municipality **JDE System (SSS Module)** (see Tender Data: C.2.13).

**JDE Queries** Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153  
**Contact:** Email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

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

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

**Issued by:**

**ETHEKWINI MUNICIPALITY**

**Deputy Director: MV/LV OPERATIONS**

**Date of Issue:** 03/10/2025

Document Version 01/07/2025

**FOR OFFICIAL USE ONLY**

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

## INDEX to PROCUREMENT DOCUMENT

TENDER PART	Part T1	TENDERING PROCEDURES		Page	
		Tender Notice and Invitation to Tender			
		T1.1	T1.1.1	Tender Notice and Invitation to Tender .....	2
			T1.1.2	Information Regarding the eThekwini JDE System .....	2
			T1.1.3	Notes to Tenderers .....	5
		Tender Data			
		T1.2	T1.2.1	Standard Conditions of Tender .....	7
			T1.2.2	Tender Data ( <i>applicable to this tender</i> ) .....	16
	T1.2.3		Additional Conditions of Tender .....	25	
	Part T2	RETURNABLE DOCUMENTS			Page
T2.1		List of Returnable Documents .....		29	
T2.2		Returnable Schedules, Forms and Certificates .....		30	

CONTRACT PART	Part C1	AGREEMENT AND CONTRACT DATA		Page	
		Form of Offer and Acceptance			
		C1.1	C1.1.1	Offer .....	58
			C1.1.2	Acceptance .....	59
			C1.1.3	Schedule of Deviations .....	60
		Contract Data			
		C1.2	C1.2.1	Standard Conditions of Contract.....	61
			C1.2.2	Contract Data .....	61
	C1.2.3		Additional Conditions of Contract .....	61	
	Part C2	PRICING DATA			Page
		C2.1	Pricing Assumptions/Instructions.....		63
		C2.2	Bill of Quantities (separate page numbering system).....		65
	Part C3	SCOPE OF WORK			Page
C3.1		Tender Description.....		72	
C3.2		Tender Scope and Specification.....		73	
	C3.3	Annexures .....		Error!	

## **PART T1: TENDERING PROCEDURES**

### **T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are invited for the Supply, Delivery, Installation, Testing, Commissioning and Maintenance of Infrastructure Access Control with Intruder Alert (ACIA) systems, integrated with an Armed Response capability, for strategic distributor substations identified within the eThekweni Municipality area of supply.

<b>Subject</b>	<b>Description</b>	<b>Tender Data</b>
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy Director: <b>MV/LV OPERATIONS</b>	C.1.1
<b>Tender Documents</b>	Documentation is to be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality Website</b> : <ul style="list-style-type: none"> <li><a href="https://www.etenders.gov.za/">https://www.etenders.gov.za/</a></li> <li><a href="https://www.durban.gov.za/pages/business/procurement">https://www.durban.gov.za/pages/business/procurement</a></li> </ul>	C.1.2
<b>CIDB Eligibility</b>	It is estimated that Tenderers should have a CIDB contractor grading designation of <b>7 EP/EB</b> (or higher).	C.2.1.1 i) C.2.1.2
<b>Clarification Meeting</b>	<b>Not Applicable.</b>	C.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <b>Contractual Queries: Name: Nyaniso Mlilo Tel:031-311-9422</b> <b>eMail: Nyaniso.Mlilo@durban.gov.za</b> <b>Technical Queries: Name: Lindelani Mtungwa Tel: 031-311-9843</b> <b>eMail: Lindelani.Mtungwa@durban.gov.za. All email queries are to be submitted by 23 October 2025. Emailed questions and answers will be consolidated and posted on Etenders/Municipal website/SSS for the benefit of all tenderers by 30 October 2025</b>	C.1.4
<b>Submitting Tender Offer</b>	The Tender Offer (hard copy) shall be delivered to:	C.2.13
	<b>The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban</b>	
	An <b>electronic submission</b> , via the eThekweni Municipality <b>JDE System (SSS Module)</b> , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the <b>electronic submission</b> , a tender offer will only be deemed valid if the "hard copy" submission has been made.	
<b>Closing Time</b>	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before <b>Friday, 07 November 2025</b> , at or before <b>11h00</b> .	C.2.15
<b>Evaluation of Tender Offers</b>	<b>The 90/10</b> Price Preference Point System, as specified in the <b>SCM Policy: Section 52: Preferential Procurement</b> will be applied in the evaluation of tenders. <b>Tender Data: C.3.11: Evaluation of Tender Offers</b> 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**

CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts	<b>Not Applicable</b>
CIDB Standard for Developing Skills through Infrastructure Contracts	<b>Not Applicable</b>

### **T1.1.2: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM**

**This Part (T1.1.2) is for information purposes only.  
Compliance requirements are stated in Part T1.2: Tender Data.**

**1) General**

eThekweni 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 shall be registered on the **National Treasury's Central Supplier Database (CSD)**, the **eThekweni Municipality Supplier Portal**, and the **eThekweni 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.

**eThekweni 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.

**eThekweni Municipality JDE System**

- Service providers requiring access must send an email to [supplier.selfservice@durban.gov.za](mailto: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 any queries regarding the use of the **JDE System**:

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

## **T1.1.2: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM (concluded)**

**This Part (T1.1.2) is for information purposes only.  
Compliance requirements are stated in Part T1.2: Tender Data.**

### **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.

**Tender Offers** are to be delivered, in "hard copy" format, 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-SSS) 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>

### **T1.1.3: NOTES TO TENDERERS**

**These “Notes to Tenderers” are intended to provide guidance to Tenderers regarding tendering obligations and requirements. Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.**

#### **eThekweni 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 eThekweni Supply Chain Management Policy requires suppliers/service providers/ contractors to be registered on the eThekweni Municipality's Vendor Portal.

In the event of the Tenderer not being registered on the eThekweni Municipality's Supplier Portal, the Tenderer shall register on the internet at [www.durban.gov.za](http://www.durban.gov.za) by following these links:

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

The following is to be noted:

- The information for registration as in the possession of the eThekweni 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 unless the Municipality is notified, in writing, of anything to the contrary.

##### **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 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).

### **T1.1.3: NOTES TO TENDERERS (concluded)**

**These “Notes to Tenderers” are intended to provide guidance to Tenderers regarding tendering obligations and requirements. Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.**

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.

Also, and 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 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. Contractors are required to include these goals in the plans and pricing when they submit their tender 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** 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**

<b>C.1</b>	<b>General</b>	
<b>C.1.1</b>	<b>Actions</b>	
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.
		<b>C.1.2 Tender Documents</b>
		The documents issued by the employer for the purpose of a tender offer are listed in the <b><i>Tender Data</i></b> .
		<b>C.1.3 Interpretation</b>
		C.1.3.1 The <b><i>Tender Data</i></b> 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 <b><i>Tender Data</i></b> 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

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

#### **C.2.7 Clarification meeting**

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.2.8 Seek clarification**

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.2.9 Insurance**

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.2.10 Pricing the tender offer**

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.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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.2.10.4 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 necessary to correct errors made by the

tenderer. All signatories to the tender offer shall initial all such alterations.

#### **C.2.12 Alternative tender offers**

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.

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.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

#### **C.2.13 Submitting a 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.2.13.2 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.2.13.3 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.2.13.4 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 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 <b>Tender Data</b> , as well as the tenderer's name and contact address.	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 <b>Tender Data</b> , place and seal the returnable documents listed in the <b>Tender Data</b> 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 <b>Tender Data</b> , as well as the tenderer's name and contact address.	<b>C.2.16 Tender offer validity</b>
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 <b>Tender Data</b> .	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 <b>Tender Data</b> after the closing time stated in the <b>Tender Data</b> .
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.2.16.2 If requested by the employer, consider extending the validity period stated in the <b>Tender Data</b> for an agreed additional period with or without any conditions attached to such extension.
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 <b>Tender Data</b> .	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).
<b>C.2.14 Information and data to be completed in all respects</b>  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.	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".
<b>C.2.15 Closing time</b>	<b>C.2.17 Clarification of tender offer after submission</b>
C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the <b>Tender Data</b> not later than the closing time stated in the <b>Tender Data</b> . Accept that proof of posting shall not be accepted as proof of delivery.	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.2.15.2 Accept that, if the employer extends the closing time stated in the <b>Tender Data</b> for any reason,	<i><b>Note:</b> 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>
	<b>C.2.18 Provide other material</b>
	C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer,

<p>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.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p> <p><b>C.2.18.2</b> Dispose of samples of materials provided for evaluation by the employer, where required.</p> <p><b>C.2.19 Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the <b><i>Tender Data</i></b>.</p> <p><b>C.2.20 Submit securities, bonds and policies</b></p> <p>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 <b><i>Contract Data</i></b>.</p> <p><b>C.2.21 Check final draft</b></p> <p>Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.</p> <p><b>C.2.22 Return of other tender documents</b></p> <p>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 <b><i>Tender Data</i></b>.</p> <p><b>C.2.23 Certificates</b></p> <p>Include in the tender submission or provide the employer with any certificates as stated in the <b><i>Tender Data</i></b>.</p> <p><b>C.3 The employer's undertakings</b></p> <p><b>C.3.1 Respond to requests from the tenderer</b></p> <p><b>C.3.1.1</b> Unless otherwise stated in the <b><i>Tender Data</i></b>, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the <b><i>Tender Data</i></b> and</p>	<p>notify all tenderers who collected tender documents.</p> <p><b>C.3.1.2</b> Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.</li> </ul> <p><b>C.3.2 Issue Addenda</b></p> <p>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 <b><i>Tender Data</i></b>. If, as a result a tenderer applies for an extension to the closing time stated in the <b><i>Tender Data</i></b>, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p> <p><b>C.3.3 Return late tender offers</b></p> <p>Return tender offers received after the closing time stated in the <b><i>Tender Data</i></b>, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p> <p><b>C.3.4 Opening of tender submissions</b></p> <p><b>C.3.4.1</b> 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 <b><i>Tender Data</i></b>. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>
---	---

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



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 .



### C.3.11.1 General

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.3.12 Insurance provided by the employer

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.3.13 Acceptance of tender offer

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;
- 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.3.14 Prepare contract documents

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.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### 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.3.16 Registration of the award

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 **eThekweni Municipality** as represented by:  
Deputy Director: **MV/LV OPERATIONS**

#### C.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The **Conditions of Contract** and associated **Contract Data** as identified in **Section C1.2**. Tenderers shall obtain their own copies.
- 3) The **Specifications** as identified in **Section C3.2**. Tenderers shall obtain their own copies.
- 4) **Drawings** as identified in **Section C3.3 (ANNEXURE A and ANNEXURE B)**.
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with these:
  - The Employer's Supply Chain Management Policy (as at advertising date).
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
  - Standard Specifications and Normative References detailed in **Table 1 of Section 3.2.2:** of this procurement document.
  - Any other eThekweni Policy documents referenced in the Tender Documents.

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

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

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

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

The Employer's Agent is:

Name: **Abel Malima**  
Tel: **031-311-9185**  
eMail: [Abel.Malima@durban.gov.za](mailto:Abel.Malima@durban.gov.za)

The Employer's Agent's Representative is:

Contractual Queries: Name: **Nyaniso Mliilo** Tel: **031-311-9422**  
eMail: [Nyaniso.Mliilo@durban.gov.za](mailto:Nyaniso.Mliilo@durban.gov.za)  
Technical Queries: Name: **Lindelani Mtungwa** Tel: **031-311-9843**  
eMail: [Lindelani.Mtungwa@durban.gov.za](mailto:Lindelani.Mtungwa@durban.gov.za).  
All email queries are to be submitted by 23 October 2025. Emailed questions and answers will be consolidated and posted on Etenders/Municipal website/SSS for the benefit of all tenderers by 30 October 2025

The Tenderer's contact details, as indicated on **Returnable Document T2.2.1: Compulsory Enterprise Questionnaire**, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer during tender evaluation.

#### C.1.6 Procurement procedures:

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

- **C.1.6.2: Competitive negotiation procedure**, and
- **C.1.6.3: 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) The Tenderer does not comply with the legal requirements as stated in the Employer's current (as at advertising date) SCM Policy.
- b) 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.
- c) 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**.
- d) The Tenderer does not:
  - i) Fully complete, sign and submit, with this tender, returnable schedule **T2.2.1: COMPULSORY ENTERPRISE QUESTIONNAIRE** wherein the Tenderer is required to declare their SARS TCS PIN under Ref. 3.4; and
  - ii) Submit a printout of their TCS PIN that is clear, legible and **VALID** as at the time of Tender Closing.
- e) The Tenderer does not fully complete, sign and submit, with this tender, the following schedules:
  - i) **T2.2.2: MBD 4: DECLARATION OF INTEREST;**
  - ii) **T2.2.3: MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION;**
  - iii) **T2.2.4: CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS;**
  - iv) **T2.2.6: MBD 8: DECLARATION OF BIDDER'S PAST SCM PRACTICES;** and
  - v) **T2.2.7: MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION.**
- f) The Tenderer does not fully complete, sign and submit, with this tender, returnable schedule **T2.2.8: DECLARATION OF MUNICIPAL FEES** and a printout of the required municipal account's, agreements signed with the municipality, lease agreements, or official letters (where applicable).
- g) The Tenderer does not fully complete, sign and submit, with this tender, returnable schedule **T2.2.9: CONTRACTOR'S HEALTH AND SAFETY DECLARATION.**
- h) The Tenderer does not fully complete, sign and submit, with this tender, returnable schedule **T2.2.10: CSD REGISTRATION REPORT** and a printout of their full CSD Registration Report with the date visible at the top right of each page. The date shall be on or after the tender advertisement date.
- i) The Tenderer does not fully complete, sign and submit, with this tender, returnable schedule **T2.2.11: VERIFICATION OF CIDB REGISTRATION AND STATUS** and a printout of their registration with the CIDB indicating their status as "Active" (at time of tender closing), with 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.
- j) The Tenderer does not fully complete, sign and submit, with this tender, the following schedules:
  - i) **T2.2.14: EXPERIENCE OF TENDERER: ACIA SYSTEM;** and
  - ii) **T2.2.15: KEY PERSONNEL AND EXPERIENCE FOR THE ACIA SYSTEM.**
- k) The Tenderer does not fully complete, sign and submit, with this tender, the technical offer returnable documents:
  - i) **T2.2.16: TECHNICAL REQUIREMENT SCHEDULE FOR THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM);** and
  - ii) **T2.2.17: TECHNICAL REQUIREMENT SCHEDULE FOR THE STEEL DISTRIBUTOR SUBSTATION DOORS.**

#### C.2.1.2 Eligibility: CIDB

Reference is made to **T2.2.11: VERIFICATION OF CIDB REGISTRATION AND STATUS.**

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

**Joint ventures** are eligible to submit tenders provided that:

- (a) Every member of the joint venture is registered (as "Active") with the CIDB (at time of tender

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

#### **C.2.1.3 Eligibility: Technical Offer**

Reference is made to the following technical offer returnable documents:

- i) **T2.2.16: TECHNICAL REQUIREMENT SCHEDULE FOR THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM**; and
- ii) **T2.2.17: TECHNICAL REQUIREMENT SCHEDULE FOR THE STEEL DISTRIBUTOR SUBSTATION DOORS.**

Only those Tenderers that have fully completed, signed and submitted these documents **AND** fully complied with "Energy Management's Technical Requirements" stipulated in the documents are eligible for their tenders to be further evaluated.

#### **C.2.2.2 The cost of the tender documents:**

Replace this paragraph with the following:

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

#### **C.2.6 Acknowledge addenda:**

Add the following paragraphs:

"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:**

**Not Applicable.**

#### **C.2.10.2 Pricing the tender offer:**

- a) Tenderers are to refer to **Part C2.1: PRICING ASSUMPTIONS/INSTRUCTIONS** prior to pricing the tender offer.
- b) In the event of a Tenderer submitting an offer for **Item 1 (ACIA SYSTEM FOR DISTRIBUTOR SUBSTATIONS)** of the **C2.2: BILL OF QUANTITIES (BoQ)**, then the Tenderer shall ensure the following is also submitted:
  - i) The **Unit Price (R) (Excluding VAT)** in column E of **C2.2: BoQ** for all items i.e. items 1.1.1 to 1.1.3, items 1.2.1 to 1.2.3 and items 1.3.1 to 1.3.3; and
  - ii) The calculated **Total Price (R) (Excluding VAT)** in column F of **C2.2: BoQ**, for all items i.e. items 1.1.1 to 1.1.3, items 1.2.1 to 1.2.3 and items 1.3.1 to 1.3.3, resulting from the multiplication of the "**Unit Price (R) (Excluding VAT)**" from column E with the respective "**Estimated Quantity**" from column D of the **C2.2: BoQ**.
- c) In the event of a Tenderer submitting an offer for **Item 2 (STEEL DOORS FOR DISTRIBUTOR SUBSTATIONS)** of the **C2.2: BILL OF QUANTITIES**, then the Tenderer shall ensure the following is also submitted:
  - i) **Unit Price (R) (Excluding VAT)** in column E of **C2.2: BoQ** for all items i.e. items 2.1.1, 2.1.2, items 2.2.1 and 2.2.3 and items 2.3.1 and 2.3.2; and
  - ii) The calculated **Total Price (R) (Excluding VAT)** in column F of **C2.2: BoQ**, for all items i.e. items 2.1.1, 2.1.2, items 2.2.1 and 2.2.2 and items 2.3.1 and 2.3.2, resulting from the multiplication of the "**Unit Price (R) (Excluding VAT)**" from column E of **BoQ** with the respective "**Estimated Quantity**" from column D of the **BoQ**.
- d) In the event of a Tenderer submitting an offer for **Item 3 (ARMED RESPONSE)** of the **C2.2: BILL OF QUANTITIES**, then the Tenderer shall ensure the following is also submitted:
  - i) **Unit Price (R) (Excluding VAT)** in column E of **C2.2: BoQ** for items 3.1 and 3.2; and
  - ii) The calculated **Total Price (R) (Excluding VAT)** in column F of **C2.2: BoQ**, for items 3.1 and

3.2, resulting from the multiplication of the "**Unit Price (R) (Excluding VAT)**" from column E of **BoQ** with the respective "**Estimated Quantity**" from column D of the **BoQ**.

**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. : **27176-5E**
- Contract Title : **Supply, Delivery, Installation, Testing, Commissioning and Maintenance of Access Control Intruder Alert (ACIA) Systems for eThekweni Electricity's Strategic Distributor Substations Inclusive of Armed Response during a Thirty-Six Month Period**

Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality **JDE System** (Supplier Self Service (SSS Module)). For information pertaining to the JDE System, Tenderers are referred to **Section T1.1.2**.

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

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

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (SSS 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, 07 November 2025**
- **Time** : **11h00**

The **delivery of the hard copy AND** the completion of the requirements on the **JDE System (SSS 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** 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.

**C.2.23 Certificates, returnable schedules and forms:**

Refer to **T2.1: "List of Returnable Documents"** for a listing of certificates, returnable schedules and forms that shall be provided with the tender documents. All certificates shall be valid at the time of tender closing.

**Tenderers shall include a printout of the required documents/certificates with their tender submission.**

The **FORM OF OFFER (C1.1.1)**, **DATA TO BE PROVIDED BY THE CONTRACTOR (C1.2.2.2)** and the **BILL OF QUANTITIES (C2.2)** shall be fully completed signed and submitted with this Tender document.



### **SARS Tax Compliance Status – PIN Issued**

Reference is made to returnable schedule **T2.2.1: COMPULSORY ENTERPRISE QUESTIONNAIRE**.

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

The valid TCS PIN of the Tenderer shall be entered under item 3.4 on returnable schedule **T2.2.1: COMPULSORY ENTERPRISE QUESTIONNAIRE**. The TCS PIN shall be a printout as issued by the TCS system utilised by SARS.

Tenderers shall submit with this Tender Document a printout of their TCS PIN that is valid and not expired on the Tender Closing Date. The PIN shall be current, clearly legible, and indicate the PIN number, issue date and expiry date.

In the case of a JVs, separate original Tax Clearance Certificates or valid TCS PIN printouts are required for each Tenderer in a Joint Venture. The valid TCS PINs of each of the Tenderers shall be entered under item 3.4 on returnable schedule **T2.2.1: COMPULSORY ENTERPRISE QUESTIONNAIRE**.

Each Tenderer of the JV shall submit with this Tender Document a printout of their TCS PIN that is valid and not expired on the Tender Closing Date. The PIN printout shall be current, clearly legible, and indicate the PIN number, issue date and expiry date.

### **Municipal Fees**

Reference is made to returnable schedule **T2.2.8: DECLARATION OF MUNICIPAL FEES**.

Municipal account details shall be provided for the property (place of business) related to the Tenderer, on returnable schedule **T2.2.8**.

Where the Tenderer's place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the municipal 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 shall submit with this Tender Document copies of the required municipal account's, agreements signed with the municipality, lease agreements, or official letters.

### **Central Supplier Database (CSD)**

Reference is made to returnable schedule **T2.2.10: CSD REGISTRATION REPORT**.

Tenderers shall be registered, at the time of Tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider. The entities **CSD Registration Report** shall be obtained from the National Treasury Central Supplier Database (CSD) website (<https://secure.csd.gov.za>).

The CSD Registration Report shall be a printout with the date visible at the top right of each page, and the date shall be on or after the tender advertisement date.

Tenderers shall submit with this Tender Document a printout of their CSD Registration Report.

In the case of a JVs, separate **CSD Registration Report** printouts are required for each Tenderer in a Joint Venture.

Each Tenderer of the JV shall, as per the requirements detailed above, submit with this Tender Document a printout of their respective CSD Registration Reports.

### **CIDB Registration**

Reference is made to returnable schedule **T2.2.11: Verification of CIDB Registration and Status**.

Tenderers shall be registered, at the time of Tender closing, with the CIDB and the registration shall

reflect as "Active" (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 entities **CIDB Registration** shall be a printout obtained from the CIDB website (<https://portal.cidb.org.za/RegisterOfContractors/>). The date of obtaining the CIDB printout(s) shall be indicated on the printout, and the Tenderer's registration with the CIDB shall reflect as "Active" as at the date of tender closing.

**Tenderers shall submit with this Tender Document a printout of their CIDB Registration and Status.** In the case of a JVs, separate **CIDB Registration** printouts are required for each Tenderer in a Joint Venture.

**The Joint Venture Grading Designation Calculator printout, obtained from the website below, shall be submitted with this Tender document when making a submission as a Joint Venture:** (<https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc>)

#### **B-BBEE Status Level of Contribution Certificate**

Reference is made to returnable schedule **T2.2.5: MBD 6.1: PREFERENCE POINTS CLAIM (SCM Policy Section 52.5)** for the B-BBEE Certificate requirements.

Notwithstanding the completion of returnable schedule **T2.2.5**, if no B-BBEE Status Level of Contribution Certificate is submitted with this Tender Document, no Preferential Procurement points will be awarded.

### **C.3: THE EMPLOYER'S UNDERTAKINGS**

#### **C.3.2 Issue addenda:**

"Addenda will be published on the **eThekweni 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, 6<sup>th</sup> Floor, (Municipal Building), 166 KE Masinga Road, Durban.

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>

#### **C.3.9 Arithmetical errors, omissions and discrepancies:**

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

#### **C.3.11 Evaluation of Tender Offers**

The procedure for the evaluation of Tender offers will be **ELIGIBILITY, PRICE and PREFERENCE** in accordance with the Employer's **SCM Policy: Section 52: Preferential Procurement**, the Preferential Procurement Policy Framework Act (5 of 2000) and the Preferential Procurement Policy Framework Act Regulations (2022).

##### **C.3.11.1 ELIGIBILITY**

- Tenders will first be assessed for **ELIGIBILITY** against the requirements detailed in the **Tender Data: C.2.1**.
- Tenders with offers for the ACIA system will then be technically assessed for eligibility by evaluating the fully completed "Tenderer's Offer" against the "Energy Management's Technical Requirements" detailed in returnable document **T2.2.16: TECHNICAL REQUIREMENT SCHEDULE FOR THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM**.
- Tenders with offers for the distributor substation steel doors will then be technically assessed for eligibility by evaluating the fully completed "Tenderer's Offer" against the "Energy Management's Technical Requirements" detailed in returnable document **T2.2.17: TECHNICAL REQUIREMENT SCHEDULE FOR THE STEEL DISTRIBUTOR SUBSTATION DOORS**.

Tender Offers that are deemed ineligible, after undertaking the above assessments, will not be considered for the next phases of the evaluation process i.e. **PRICE and PREFERENCE**.

##### **C.3.11.2 PRICE**

- Tenders that are eligible for the ACIA system will then be assessed using the **TOTAL PRICE FOR THE ACIA SYSTEM (ITEM 1)**, as detailed in **BoQ 2 of C2.2: BILL OF QUANTITIES**. These prices for each Tender, will be used on a comparative **PRICE** schedule arranged in "price ascending order".



- b) Tenders that are eligible for the steel distributor substation doors will then be assessed using the **TOTAL PRICE FOR STEEL DOORS FOR DISTRIBUTOR SUBSTATIONS (ITEM 2)**, as detailed in **BoQ 3 of C2.2: BILL OF QUANTITIES**. These prices for each Tender, will be used on a comparative **PRICE** schedule arranged in "price ascending order".
- c) Tenders that are eligible for the armed response (**Item 3**) will then be assessed using the **Total Price, Excluding VAT (R), for ITEM 3 (3.1 + 3.2)**, as detailed in **BoQ 4 of C2.2: BILL OF QUANTITIES**. These prices for each Tender, will be used on a comparative **PRICE** schedule arranged in "price ascending order".
- d) Tenders that are eligible for line items (**Items 4 to 11**) will then be assessed using the **PER UNIT PRICE (ITEMS 4 to 11)**, as detailed in **BoQ 4 of C2.2: BILL OF QUANTITIES**. These prices for each Tender, will be used on a comparative **PRICE** schedule arranged in "price ascending order".

#### **C.3.11.2 PREFERENCE**

The **90/10** preference points system, for requirements with a Rand value above R50,000,000 (all applicable taxes included), will be applied. The formula used to calculate the **Price Points (max. 90)** will be according to that specified below, and the price used in formula is based on based on the respective prices detailed in **C.3.11.2 a) i)**.

##### **a) Price Points**

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

##### **90/10 Procurement System**

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

Where:

$P_s$	=	Points scored for comparative total/per unit price of bid under consideration
$P_t$	=	Comparative total/per unit price of bid under consideration
$P_{\min}$	=	Comparative total/per unit price of lowest acceptable bid

#### Preference Points

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

#### The Basket of Preference Goals (SCM Policy Section 52.7)

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

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

- **Ownership Goal**

Goal Weighting: 60%

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

Ownership Categories	Criteria	90/10
Race: Black (w1)	Equals 0%	0
	Between 0% and 51%	4
	Greater or equal to 51% and less than 100%	8
	Equals 100%	10
Gender: Female (w2)	Equals 0%	0
	Between 0% and 51%	4
	Greater or equal to 51% and less than 100%	8
	Equals 100%	10
Disabilities (w3)	Equals 0%	0
	Between 0% and 51%	4
	Greater or equal to 51% and less than 100%	8
	Equals 100%	10

**Maximum Ownership Goal Points:** 60

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

- w1 = 10%, w2=10%, w3=10% (where: w1 + w2 + w3 = 60%)

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

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

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

Goal Weighting: **40%**

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

Location	90/10
Not in South Africa	0
South Africa	5
Kwa Zulu Natal	10
eThekweni Municipality	20
<b>Maximum Goal Points:</b>	40

**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 compiles with the eligibility criteria specified in **C.2.1.1 Eligibility: General** of this procurement document.
- The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to

- meet outstanding municipal fee obligations.
- c) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
  - d) If applicable, the Tenderer is **registered**, and "**Active**", with the **Construction Industry Development Board** in an appropriate contractor grading designation.
  - e) 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.
  - f) 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.
  - g) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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

**C.3.15 Complete adjudicator's contract:**

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

**C.3.17 Copies of contract:**

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

### **T1.2.3 ADDITIONAL CONDITIONS OF TENDER**

#### **T1.2.3.1 COMPLAINTS AND OBJECTIONS (APPEALS)**

Reference is to be made to Clause 49 of the eThekweni Supply Chain Management Policy. In terms of Section 49 of the EtheKweni 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](mailto: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 **R 1,814.00** (including VAT), as stipulated in the Municipality's current SCM Policy. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

EThekweni Metropolitan Municipality

Nedbank

Account Number: 110-782-1118

Reference Number: Use the Contract Number

#### **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/ACTS/POLICIES**

The Tenderers shall make themselves familiar with the requirements of the following acts/codes of conduct/policies:

- a) Basic Conditions of Employment Act, 75 of 1997; as amended;
- b) Code of Conduct for Security Contractors of 2003 (Prescribed under the Private Industry Regulation Act, 2001; Code of Conduct);
- c) Compensation for Occupational Injuries and Diseases Act, 130 of 1993, as amended;
- d) Control of Access to Public Premises and Vehicles Act, Act 53 of 1985, Section 1, Section 2 (1) (a), 2 (1) (b) and 2 (2) (g), read in conjunction with Government Gazette Notice 1094 of May 24, 1991;
- e) Criminal Procedure Act, 51 of 1977, as amended;
- f) Critical Infrastructure Protection Act 8 of 2019, as amended;
- g) Firearms Control Act, 60 of 2000, as amended;
- h) eThekweni Municipality's Code of Conduct, as amended;
- i) Independent Communications Authority of South Africa Act, 13 of 2000, as amended;
- j) OHS Act (Occupational Health and Safety Act 85, (Act 85 of 1993), as amended;
- k) Private Security Industry Levies Act, 23 of 2002; as amended;
- l) Private Security Industry Regulation Act, 2001, as amended;
- m) Security Officers Act, 92 of 1987, as amended; and
- n) The provincial ordinances and local authority by-laws, including all relevant regulations promulgated in terms thereof; as amended.

Should any of the above be amended or replaced, the amendment or replacement should be adhered to. Compliance with all applicable legislation shall be entirely at the Service Provider's cost.

#### **T1.2.3.4 FUNCTIONALITY SPECIFICATION**

Functionality Evaluation is not applicable to this tender.

### **T1.2.3 ADDITIONAL CONDITIONS OF TENDER (continued)**

#### **T1.2.3.5 ACCESS CONTROL INTRUDER ALERT (ACIA) SYSTEM LIVE DEMONSTRATION**

- a) Tenderers shall be required to be in readiness to demonstrate their ACIA system and all associated components offered, within 4 weeks from Tender closing.
  - b) Upon request from eThekweni Municipality, Tenderers shall demonstrate the fully integrated and functional ACIA system offered, to prove compliance with the requirements detailed in **clauses 7.3 and 7.4 of Section C.3.2.4** and applicable **TECHNICAL SCHEDULES** and **ANNEXURES**.
  - c) The demonstration shall be configured and based on any one of the distributor substation layouts i.e. item 1.1 or item 1.2 or item 1.3, detailed in **C2.2: BILL OF QUANTITIES**. eThekweni Municipality shall specify, at the time of request, the layout configuration for which the demonstration will be based on.
  - d) The demonstration shall be undertaken at eThekweni Electricity's Training Centre or 1 Jelf Taylor Crescent. These venues are both situated in Durban, Kwa-Zulu Natal. Alternatively, the demonstration may be undertaken at a facility or an alternative venue, as agreed by both parties.
  - e) The Municipality shall not be held liable for any costs (equipment, accessories, travel, accommodation, professional services, etc.) incurred by the Tenderer related to the demonstration of the items above. Tenderers shall bear full costs.
- Note 1: The request for demonstration from particular Tenderers does not imply that the Municipality is compelled or has any intention to award this contract to those Tenderers.
- Note 2: The request for demonstration from particular Tenderers does not imply that those Tenderers are preferred.

#### **T1.2.3.6 TENDER AWARD**

- a) The Municipality does not bind itself to accept the lowest or any Tender.
- b) The Municipality reserves the right to accept the whole or any part of a Tender to place orders.
- c) The Municipality may accept more than one responsive Tender for the whole or any part of a Tender. This may include, and is not limited to, the award of Tenders where the tendered items are from different manufacturers or service providers. This may be done to mitigate the risk of supply from a single manufacturer or service provider. Orders shall be placed on the basis of price and availability.
- d) Tenderers 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.

#### **T1.2.3.7 SAMPLES**

- a) Tenderers shall submit sample(s) (where applicable) of the tendered items within seven (7) days of request by eThekweni Municipality.
- b) The sample(s) submitted by Tenderers for each requested item shall be identical to the items offered on the respective **RETURNABLE TECHNICAL DOCUMENT** and shall be clearly labelled with the following information:
  - i) Tender No.: 5E-27176;
  - ii) Tenderer Name;
  - iii) Delivery date of sample(s); and
  - iv) Reference to the corresponding **RETURNABLE TECHNICAL DOCUMENT**.
- c) The delivery location and personal contact details will be specified at the time of sample request.
- d) Tenderers shall bear full costs, inclusive of delivery and off-loading, of the sample(s) requested by eThekweni Municipality. EThekweni Municipality shall not be held liable for any costs incurred by the Tenderer to provide the required sample(s) within the seven (7) day timeframe.
- e) EThekweni Municipality reserves the right to submit sample(s) for testing, as deemed reasonable and necessary. EThekweni Municipality may retain or return sample(s) at its discretion. In the event of sample(s) being returned, Tenderers shall collect and remove their sample(s) within one month of being notified to do so, failing which they will be deemed to have waived all rights to the sample(s) and such sample(s) not collected after one month from the date of such notification will become the property of eThekweni Municipality for disposal or use at its discretion.

#### **T1.2.3.8 MANDATORY REQUIREMENTS**

##### **T1.2.3.8.1 Proof of Private Security Industry Regulations (PSIRA) Registration for tendering entity**

- a) Bidders and their employees deployed on the premises of the end-user departments shall be registered in terms of the Private Security Industry Regulation Act (Act 56 of 2001) and comply with the PSIR at all times during the term of this agreement.
- b) eThekweni Municipality reserves the right to verify the authenticity of the Certificate (s) with PSIRA and all the information submitted with relevant entities.
- c) Bidders shall submit the following with Tender documents:

### **T1.2.3 ADDITIONAL CONDITIONS OF TENDER (continued)**

- i) A certified/digital copy of a valid PSIRA certificate and accreditation as a security provider in line with terms of section 20 of the Private Security Industry Regulation Act indicating that the Company is registered with the Private Security Industry Regulatory Authority. **Applicable to All Schedules;**
- ii) A copy of the valid letter of good standing not older than three [3] months from the date of tender closure in the name of a tendering entity from the Private Security Industry Regulatory Authority (PSIRA) indicating the registration status. **Applicable to All Schedules.**

#### **T1.2.3.8.2 Proof of PSIRA Registration Member(s), Director (s), Partner(s), and/or Trustee(s) of tendering entity**

- a) All Member(s), Director (s), Partner(s), and Trustee(s) of the tendering entity must be registered in terms of the Private Security Industry Regulation Act.
- b) Bidder shall submit a certified/digital copy of a valid PSIRA Certificate(s) for each Member, Director, Partner, or Trustee of the tendering entity as proof of registration with PSIRA as a Grade A/B Security Officer. **Applicable to All Schedules.**

#### **T1.2.3.8.3 Proof of registration with the Compensation For Occupational Injuries And Diseases Act (130 of 1993) (COIDA)**

- a) Bidders shall be registered in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (130 of 1993) (COIDA), as amended at all times during the term of this contract.
- b) Bidders shall submit a copy of a valid letter of good standing from the COID Commission in the name of a Company or Close Corporation. **Applicable to All Schedules.**

#### **T1.2.3.8.4 Insurance cover**

- a) Bidders shall have public liability insurance, security liability insurance, and third-party insurance coverage.
- b) Bidders shall submit current and valid Public Liability Insurance, Security Liability Insurance and Third Party Insurance Policy certificate. **Applicable to All Schedules.**

#### **T1.2.3.8.5 Proof of Compliance with the Firearms Control Act (Act 60 of 2000)**

- a) Bidders shall comply with the Firearms Control Act (Act 60 of 2000) and any determinations, regulations or agreements made in terms thereof as amended at all times during the term of this agreement.
- b) Bidders shall have the minimum the required number of handgun firearms committed for this contract and related valid licenses to possess firearms.
- c) Bidders shall submit a certified copy of a valid license to possess a handgun firearm issued by the National Licensing Officer from the South African Police Service (SAPS) in terms of the Firearms Control Act (Act 60 of 2000) and any determination regulations or agreements made in terms thereof as amended in the name of a tendering entity.
- d) Bidders shall submit the SAPS Firearm listing of all firearms in the name of a tendering entity.

### **T1.2.3.9 ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES**

**T1.2.3.9.1** In order to ensure transparency for all Tenders received, EThekweni Municipality will verify the highest ranked Tender with the highest number of Tender evaluation points after the evaluation of Tender offers in accordance with the evaluation process. The verification will include checking the following in **C2.2: BILL OF QUANTITIES**:

- a) The gross misplacement of a decimal point of all unit prices;
- b) Omissions made in completing **C2.2: BILL OF QUANTITIES**;
- c) The “**Total Price (Excluding VAT)**” (column F) resulting from the multiplication of the “**Unit Price (Excluding VAT)**” (column E) with the “**Estimated Quantity**” (column D);
- d) The summation of items, as follows, for offers on the ACCESS CONTROL INTRUDER ALERT (ACIA) SYSTEM FOR DISTRIBUTOR SUBSTATIONS:
  - i) **Total Price, Excluding VAT (R), for ITEM 1.1 (1.1.1 + 1.1.2 + 1.1.3);**
  - ii) **Total Price, Excluding VAT (R), ITEM 1.2 (1.2.1 + 1.2.2 + 1.2.3);**
  - iii) **Total Price, Excluding VAT (R), for ITEM 1.3 (1.3.1 + 1.3.2 + 1.3.3);** and
  - iv) **TOTAL PRICE FOR THE ACIA SYSTEM, Excluding VAT (R) (Total Price for ITEM 1.1 + Total Price for ITEM 1.2 + Total Price for ITEM 1.3).**
- e) The summation of items, as follows, for offers on the STEEL DOORS FOR DISTRIBUTOR SUBSTATIONS:
  - i) **Total Price, Excluding VAT (R), for ITEM 2.1 (2.1.1 + 2.1.2);**
  - ii) **Total Price, Excluding VAT (R), for ITEM 2.2 (2.2.1 + 2.2.2);**



### **T1.2.3 ADDITIONAL CONDITIONS OF TENDER (concluded)**

- iii) **Total Price, Excluding VAT (R), for ITEM 2.3 (2.3.1 + 2.3.2); and**
- iv) **TOTAL PRICE FOR STEEL DOORS FOR DISTRIBUTOR SUBSTATIONS, Excluding VAT (R) (Total Price for ITEM 2.1 + Total Price for ITEM 2.2 + Total Price for ITEM 2.3).**

T1.2.3.9.2 EThekwini Municipality will correct the arithmetical errors in the following manner:

- a) Where there is an error in the summation of prices in the result for the **TOTAL PRICE FOR THE ACIA SYSTEM, Excluding VAT (R) (Total Price for ITEM 1.1 + Total Price for ITEM 1.2 + Total Price for ITEM 1.3)**, then this total price shall govern and the Tenderer will be asked to revise the following prices:
  - i) **Total Price, Excluding VAT (R), for ITEM 1.1 (1.1.1 + 1.1.2 + 1.1.3); or/and**
  - ii) **Total Price, Excluding VAT (R), ITEM 1.2 (1.2.1 + 1.2.2 + 1.2.3); or/and**
  - iii) **Total Price, Excluding VAT (R), for ITEM 1.3 (1.3.1 + 1.3.2 + 1.3.3).**
- b) Where there is an error in the summation of prices in the result for the **TOTAL PRICE FOR STEEL DOORS FOR DISTRIBUTOR SUBSTATIONS, Excluding VAT (R) (Total Price for ITEM 2.1 + Total Price for ITEM 2.2 + Total Price for ITEM 2.3)**, then this total price shall govern and the Tenderer will be asked to revise the following prices:
  - i) **Total Price, Excluding VAT (R), for ITEM 2.1 (2.1.1 + 2.1.2); or/and**
  - ii) **Total Price, Excluding VAT (R), for ITEM 2.2 (2.2.1 + 2.2.2); or/and**
  - iii) **Total Price, Excluding VAT (R), for ITEM 2.3 (2.3.1 + 2.3.2).**
- c) Where there is an error in the “**Total Price (Excluding VAT)**” (column F) resulting from the multiplication of the “**Unit Price (Excluding VAT)**” (column E) with the “**Estimated Annual Quantity**” (column D), the “**Total Price (Excluding VAT)**” (column F) shall govern and the Tenderer will be asked to revise the affected line-item(s).  
**EThekwini Municipality will consider the rejection of a Tender offer if the Tenderer does not correct or accept the correction of the arithmetical error.**

#### **T1.2.3.9.3 Training**

The successful bidder/s shall be responsible for providing formal training to the Energy Management officials with regards to the operation of the installed ACIA systems. The Energy Management Directorate shall provide a suitable training venue. This cost shall be amortised into the bid price and no separate or additional pricing to that on the bid form shall be accepted.



## **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 returnable schedules and forms shall be fully completed and submitted with this procurement documents.

The Tenderer shall fully complete and submit the returnable schedules and forms listed in **T2.1.2** below, as the evaluation of Tenders and subsequent contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to fully complete and submit the schedules and forms to the satisfaction of the Municipality, will inevitably prejudice the Tender and may make the Tender submission non-responsive.

#### **T2.1.2 RETURNABLE SCHEDULES, FORMS AND CERTIFICATES**

<b>ELIGIBILITY REQUIREMENTS FOR TENDERING ENTITY</b>		<b>Page</b>
<b>T2.2.1</b>	Compulsory Enterprise Questionnaire .....	30
<b>T2.2.2</b>	MBD 4: Declaration of Interest .....	31
<b>T2.2.3</b>	MBD 5: Declaration for Procurement Above R10 Million .....	33
<b>T2.2.4</b>	Contracts Awarded by Organs of State in the Past 5 Years .....	33
<b>T2.2.5</b>	MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.5) .....	34
<b>T2.2.6</b>	MBD 8: Declaration of Bidder's Past SCM Practices .....	38
<b>T2.2.7</b>	MBD 9: Certificate of Independent Bid Determination .....	40
<b>T2.2.8</b>	Declaration of Municipal Fees .....	42
<b>T2.2.9</b>	Contractor's Health and Safety Declaration .....	43
<b>T2.2.10</b>	CSD Registration Report .....	46
<b>T2.2.11</b>	CIDB Registration and Status .....	47
<b>T2.2.12</b>	Joint Venture Agreements (if applicable) .....	48
<b>T2.2.13</b>	Record of Addenda to Tender Documents .....	47
<b>T2.2.14</b>	Experience of Tenderer: ACIA System .....	50
<b>T2.2.15</b>	Experience of Key Personnel for the ACIA System .....	49
<b>ELIGIBILITY ASSESSMENT FOR THE TENDERING ENTITY'S TECHNICAL OFFER</b>		
<b>T2.2.16</b>	Technical Requirement Schedule for the Access Control and Intruder Alert (ACIA) System	50
<b>T2.2.17</b>	Technical Requirement Schedule for the Steel Distributor Substation Doors	55
<b>Contract Part: The Tenderer is required to complete following forms:</b>		
<b>C1.1.1</b>	Form of Offer .....	56
<b>C1.2.2.2</b>	Data to be Provided by Contractor .....	60
<b>C2.2</b>	Bill of Quantities .....	65

**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:		
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	<b>MBD 4, MBD 6, MBD 8, and MBD9</b> issued by National Treasury <u>must be completed for each tender and be included as a tender requirement.</u>
-----	--

**Tenderers shall include, at the back of their tender submission, a printout of their SARS TCS PIN that is valid as at the Tender Closing Date. The SARS TCS PIN shall be current, clearly legible, and indicate the TCS PIN number, issue date and expiry date.**

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.2 **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**<sup>1</sup>.

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.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise					
Name of enterprise's representative					
3.2 ID Number of enterprise's representative					
3.3 Position enterprise's representative occupies in the enterprise					
3.4 Company Registration number					
3.5 Tax Reference number					
3.6 VAT registration number					
3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.					
3.8 Are you presently in the service of the state?	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <th colspan="2" style="padding: 2px;">Circle Applicable</th> </tr> <tr> <td style="padding: 2px;">YES</td> <td style="padding: 2px;">NO</td> </tr> </table>	Circle Applicable		YES	NO
Circle Applicable					
YES	NO				

If yes, furnish particulars: .....

.....

**T2.2.2 MBD 4: DECLARATION OF INTEREST (concluded)**

<p>3.9 Have you been in the service of the state for the past twelve months?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>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?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>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?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>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 ?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		

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

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

*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:** \_\_\_\_\_

**T2.2.3 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R 10 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	<b>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.</b>		
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 T2.2.5		
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.  .....  .....		

**If required by 1.1 above, Tenderers shall include, at the back of their tender submission, a printout of their audited annual financial statements.**

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

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

#### T2.2.4 **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:**

**T2.2.5 MBD 6.1: PREFERENCE POINTS CLAIM)** (SCMP 52.5: Broad-Based Black Economic Empowerment)

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

**1.0 GENERAL CONDITIONS**

- 1.1 The relevant **Preference Points System (90/10)** applicable to this bid is stated in the **Tender Data: C.3.11**.
- 1.2 Failure on the part of a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Micro Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for **B-BBEE Status Level Of Contribution** are not claimed.
- 1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2.0 ADJUDICATION USING A POINT SYSTEM**

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

**3.0 POINTS AWARDED FOR PRICE**

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

**90/10 Procurement System**

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

Where:

$P_s$	=	Points scored for comparative total/per unit price of bid under consideration
$P_t$	=	Comparative total/per unit price of bid under consideration
$P_{\min}$	=	Comparative total/per unit price of lowest acceptable bid



## **T2.2.5 MBD 6.1: PREFERENCE POINTS CLAIM)**

### **4.1 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.

<b>90/10 Preference Points System</b> The Specific Goals to be allocated points in terms of this tender:	<b>Maximum Number of points ALLOCATED</b>	<b>Tenderer's Number of points CLAIMED</b>
<b>Ownership Goal:</b> Race (black)	7	
<b>RDP Goal:</b> The promotion of enterprises located in a specific municipal area.	3	
<b>Total CLAIMED Points (maximum 20)</b>	<b>10</b>	

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

4.14 Gazetted Sector Codes supersede Generic Codes.

#### **T2.2.5 MBD 6.1: PREFERENCE POINTS CLAIM)**

### **5.0 SUB-CONTRACTING (30% CPG)**

**It is a condition of the contract that the contractor must allow for a minimum of 30% of the contract value (excluding Provisional Sums, Time-Related and Fixed Costs, and Value Added Tax (VAT) to be subcontracted to contractors who are >51% BLACK owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.**

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

- 5.1 B-BBEE points must not be awarded to a tenderer who intends sub-contracting more than 25% of the value of the contract to an enterprise that does not qualify for at least the points that such contractor qualifies for, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to an enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.3 A person awarded a contract in relation to a designated sector may not sub-contract in such a manner that the **Local Production and Content** of the overall value of the contract is reduced to below the prescribed minimum threshold.

### **6.0 BID DECLARATION**

#### **6.1 POINTS ALLOCATED FOR THE BASKET OF PREFERENCE GOALS**

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.

<b>90/10 Preference Points System</b> The Specific Goals to be allocated points in terms of this tender:	<b>Maximum Number of points ALLOCATED</b>	<b>Tenderer's Number of points CLAIMED</b>
<b>Ownership Goal:</b> Race (black)	7	
<b>RDP Goal:</b> The promotion of enterprises located in a specific municipal area.	3	
<b>Total CLAIMED Points (maximum 20)</b>	<b>10</b>	

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

NAME (Block Capitals): \_\_\_\_\_

Date \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## **T2.2.6 MBD 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](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

- 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](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

- 4.2.1 If YES, provide particulars.

.....  
 .....

Circle Applicable	
YES	NO

YES	NO
-----	----

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.

.....  
 .....

**T2.2.6 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (concluded)**

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES

NO

4.4.1 If YES, provide particulars.

.....  
 .....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES

NO

4.5.1 If YES, provide particulars.

.....  
 .....

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

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

**NAME (Block Capitals):** \_\_\_\_\_

**Date** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**T2.2.7 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**NOTES**

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> 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.
- <sup>3</sup> 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**<sup>1</sup> 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**).<sup>2</sup> 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:
- take all reasonable steps to prevent such abuse;
  - 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
  - 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 **27176-5E**  
**Supply, Delivery, Installation, Testing, Commissioning and Maintenance of Access Control Intruder Alert (ACIA) Systems for eThekweni Electricity's Strategic Distributor Substations Inclusive of Armed Response during a Thirty-Six Month 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)

## **T2.2.7 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION (concluded)**

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 consortium<sup>3</sup> 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.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

## **T2.2.8 DECLARATION OF MUNICIPAL FEES**

Reference is to be made to the **Tender Data: C.2.1.1 f), C.2.23 and C.3.13 b)** of the Tender Data.

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

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

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

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

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

- 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 shall 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.**

*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:** \_\_\_\_\_

#### **T2.2.9 CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

Reference is to be made to **Clauses C.2.1.1 g)** 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:
- 4 Details of resources I propose:

Circle Applicable	
Yes	No
Yes	No
Yes	No

*(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

#### **T2.2.9 CONTRACTOR'S HEALTH AND SAFETY DECLARATION (concluded)**

- (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:**

## T2.2.10 CSD REGISTRATION REPORT

Reference is to be made to **Tender Data: C.2.1.1 h)** and **C.2.23** of the Tender Data


The **Tender Data: C.2.1.1 h): 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.

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

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.



**CENTRAL SUPPLIER  
DATABASE**  
FOR GOVERNMENT

**Report Date:**

**Report Ran By:**

**CSD REGISTRATION REPORT**

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

**Tenderers shall include, at the back of their tender submission, a printout of their CSD Registration Report.**

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.11 CIDB REGISTRATION AND STATUS

Reference is to be made to the **Tender Data: C.2.1.1 i), C.2.23 and C.3.13 d)** of the Tender Data.

The **Tender Data: C.2.1.1 i): 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.**

**The date of obtaining the printout is to be printed on the printout.**

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.

**Tenderers shall include, at the back of their tender submission, a printout of their CIDB Registration and Status.**

*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:** \_\_\_\_\_



## **T2.2.12 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: **27176-5E** 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: MAAA

CIDB #:

Represented by (name):

Signature:

#### **Partner/ Member 2**

Entity Name:

Ownership Interest in JV %:

CSD Registration: MAAA

CIDB #:

Represented by (name):

Signature:

#### **Partner/ Member 3**

Entity Name:

Ownership Interest in JV %:

CSD Registration: MAAA

CIDB #:

Represented by (name):

Signature:

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

## **T2.2.13 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.

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

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

***It is also confirmed that the requirements, as stated on the Addenda, have been complied with.***

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.14 EXPERIENCE OF TENDERER: ACIA SYSTEM

(This Returnable shall be fully completed and submitted with Tender Documents, for Tender Offers made on the ACIA System)

Tenderers offering ACIA systems shall demonstrate that the systems (or substantially similar systems) offered have been implemented either locally or internationally. Accordingly, Tenderers shall submit documentation and information for systems of a similar nature that have been successfully implemented. Tenderers that provide such documentation will be eligible for evaluation.

Ref. No.	Details	Energy Management Directorate's Requirement	Bidder's Offer
1	A fully functional ACIA system has been offered as per the applicable requirements detailed in <b>Part C3.1?</b>	Yes	*Yes/No
2	The fully functional ACIA system or substantially similar system has been implemented either locally or internationally?	Yes	*Yes/No
3	Number of fully functional ACIA systems or substantially similar systems successfully implemented locally or internationally?	3 (Minimum)	
4	Documentation and information ACIA system or substantially similar system is submitted with this Tender document?	Yes	*Yes/No

\*Delete that which is not applicable.

The following is a statement of systems of similar nature (in relation to the scope of works) successfully implemented either locally or internationally.

	Description of ACIA system (or similar)	Complete the information below
Contracts/ Projects #1		Client Details:  Contact Person:  Contact Tel: Location:  Value of work performed: Date(s): YYYY - MM - DD to YYYY - MM - DD
Contracts/ Projects #2		Client Details:  Contact Person:  Contact Tel: Location:  Value of work performed: Date(s): YYYY - MM - DD to YYYY - MM - DD
Contracts/ Projects #3		Client Details:  Contact Person:  Contact Tel:  Location: Value of work performed: Date(s): YYYY - MM - DD to YYYY - MM - DD

*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: \_\_\_\_\_

## **T2.2.15 KEY PERSONNEL AND EXPERIENCE FOR THE ACIA SYSTEM:**

(This Returnable shall be fully completed and submitted with Tender Documents, for Tender Offers made on the ACIA System)

The Tenderer shall list below the personnel which he intends to utilise on the implementation of the offered ACIA system. This shall include key personnel which may have to be brought in from outside the country if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Project Manager(s)		
Technical Manager		
Safety Personnel		
Quality Control Personnel		
Skilled workers (Technicians, etc.)		
Unskilled Workers		
Plant Operators (if applicable)		
List Additional Personnel (if applicable):		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**CVs of the personnel list above of not more than 2 pages shall be attached to this schedule:**

Each CV should be structured under the following headings:

- a) Personal particulars
  - i) name;
  - ii) date and place of birth;
  - iii) place(s) of tertiary education and dates associated therewith; and
  - iv) professional awards.
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations).
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post-graduate / diploma experience (year, organization and position).
- f) Outline of recent assignments / experience that has a bearing on the scope of work.

*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:** \_\_\_\_\_

## **T2.2.16 TECHNICAL REQUIREMENT SCHEDULE FOR THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM**

### **RETURNABLE DOCUMENT 1**

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

<b>Ref. No.</b>	<b>Technical Details</b>	<b>Energy Management Directorate's Requirement</b>	<b>Tenderer's Offer</b>
<b>1</b>	Name of Tenderer proposing the complete Access Control Intruder Alert (ACIA) system		
<b>2</b>	Tenderers to design and manufacture a <u>complete ACIA system</u> for distributor substation layouts detailed in <b>Ref. No. 3</b> below?	Yes	*Yes/No
<b>3</b>	Tenderers have familiarised themselves with each of the following distributor substation layouts, as detailed in <b>ANNEXURE A</b> : i) <b>SCHEDULE C1: LAYOUT DSS 1</b> ; ii) <b>SCHEDULE C2: LAYOUT DSS 2</b> ; and iii) <b>SCHEDULE C3: LAYOUT DSS 3</b> .	Yes	*Yes/No
<b>4</b>	Number of zones for the ACIA system for each of the distributor substation layouts detailed in <b>Ref. No. 3</b> above?	11 (Minimum)	
<b>5</b>	Equipment and materials utilised in the design and manufacture of the ACIA System shall be able to withstand the operating conditions detailed in <b>Table 2 of Part C.3.2.2</b> ?	Yes	*Yes/No
<b>6</b>	Tenderers to supply, deliver, install, test and commission the <u>complete ACIA system</u> at the applicable distributor substation located anywhere within the eThekweni Municipality area of supply	Yes	*Yes/No
<b>7</b>	<b>ACIA System Overview</b>		
<b>7.1</b>	ACIA system designed to be equipped with a range of sensors/detectors that provide early detection of forced entry, malicious entry, theft, and vandalism at distributor substations?	Yes	*Yes/No
<b>7.2</b>	ACIA system designed with an integrated siren/horn emitting a sound level of at least 108 dB/m to raise public awareness	Yes	*Yes/No
<b>7.3</b>	ACIA system designed to be a <u>single physical system</u> that integrates the system features detailed in <b>Ref. No. 7.6</b> with the system hardware components detailed in <b>Ref. No. 7.7</b> ?	Yes	*Yes/No
<b>7.4</b>	ACIA system designed with an <u>integrated management system</u> ?	Yes	*Yes/No
<b>7.5</b>	ACIA system designed to be capable of transmitting information, based on the ACIA system features detailed in <b>Ref. No. 7.6</b> , to the Energy Management Directorate's (EMDs) Monitoring and Control Room (MCR)?	Yes	*Yes/No

\*Delete that which is not applicable.

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

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.16 TECHNICAL REQUIREMENT SCHEDULE FOR THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM (continued)**

**RETURNABLE DOCUMENT 1 (continued)**

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

Ref. No.	Technical Details	Energy Management Directorate's Requirement	Tenderer's Offer
<b>7.6</b>	<b>ACIA System Features</b>		
<b>7.6.1</b>	Remote Access Management system as detailed in <b>Clauses 7.4.2.8 of Part C.3.2.4?</b>	Yes	*Yes/No
<b>7.6.2</b>	Unique user identification and verification?	Yes	*Yes/No
<b>7.6.3</b>	Access Control Logic as detailed in <b>Clause 7.4.3.2 of Part C.3.2.4?</b>	Yes	*Yes/No
<b>7.6.4</b>	Forced Entry Logic (Intruder Alert) as detailed in <b>Clause 7.4.3.3 of Part C.3.2.4?</b>	Yes	*Yes/No
<b>7.6.5</b>	System Arming Logic as detailed in <b>Clause 7.4.3.4 of Part C.3.2.4?</b>	Yes	*Yes/No
<b>7.6.6</b>	Tamper Protection Logic of all connected ancillaries as detailed in <b>Clauses 7.4.3.5 and 7.4.2.1.2 of Part C.3.2.4?</b>	Yes	*Yes/No
<b>7.6.7</b>	Power Failure logic as detailed in <b>Clause 7.4.3.6 of Part C.3.2.4?</b>	Yes	*Yes/No
<b>7.6.8</b>	Spurious false alarm detection logic?	Yes	*Yes/No
<b>7.7</b>	<b>ACIA System Hardware Components</b>		
	Central Processing Unit (CPU) provided?	Yes	*Yes/No
<b>7.7.1</b>	Name of Manufacturer:		
	Manufacturer Model No.:		
<b>a)</b>	Standard to which CPU is tested	SANS 2220-2-2	
<b>b)</b>	CPU shall have the capability of undertaking all operations with regards to access control, intruder alert and tamper detection for all connected ancillaries?	Yes	*Yes/No
<b>c)</b>	CPU installed in each distributor substation within a robust tamper proof enclosure?	Yes	*Yes/No
<b>d)</b>	Frequency of CPU self-monitoring of GSM connection to MCR?	Hourly	
<b>e)</b>	CPU hardware and on-board memory MTBF	15 000 hours	hours
<b>f)</b>	CPU real time clock synchronised with the MCR?	Yes	*Yes/No
<b>g)</b>	CPU processing time for all actions/events	1 second (Maximum)	
<b>h)</b>	CPU software and hardware support	Provided locally	
<b>i)</b>	CPU designed to be compatible with auxiliary hardware (detectors/sensors, communication module, etc.) from different manufacturers	Yes	*Yes/No
<b>j)</b>	CPU designed with a terminal display as detailed in <b>clause 7.4.2.1.12 of Part C.3.2.4?</b>	Yes	*Yes/No
<b>k)</b>	CPU configuration/settings menu restricted by <b>Access Code</b>	Yes	*Yes/No
<b>l)</b>	CPU to fully comply with all other requirements detailed in <b>clause 7.4.2.1 of Part C.3.2.4?</b>	Yes	*Yes/No
<b>m)</b>	Guarantee Period from date of commissioning	3 years	years

\*Delete that which is not applicable.

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

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_



**T2.2.16 TECHNICAL REQUIREMENT SCHEDULE FOR THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM (continued)**

**RETURABLE DOCUMENT 1 (continued)**

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

Ref. No.	Technical Details	Energy Management Directorate's Requirement	Tenderer's Offer
<b>7.7</b>	<b>ACIA System Hardware Components (continued)</b>		
	Communications Module provided?	Yes	*Yes/No
<b>7.7.2</b>	Name of Manufacturer:		
	Manufacturer Model No.:		
<b>a)</b>	Designed for bi-directional communication between the MCR and the CPU?	Yes	*Yes/No
<b>b)</b>	Installed with the CPU in each distributor substation within a robust tamper proof enclosure?	Yes	*Yes/No
<b>c)</b>	Communication method	GSM	
<b>d)</b>	Capable of relaying discrete messages	Yes	*Yes/No
<b>e)</b>	Network service provider provision?	Operable on ANY network service provider	
<b>f)</b>	Sim-card accessibility	Easily Removable	
<b>g)</b>	Module to fully comply with all other requirements detailed in <b>clause 7.4.2.2 of Part C.3.2.4?</b>	Yes	*Yes/No
<b>h)</b>	Guarantee Period from date of commissioning	3 years	years
<b>7.7.3</b>	a) Detectors provided?	Yes	*Yes/No
	b) Standard to which detectors are tested	SANS 2220-1-1	
	c) Detector MTBF rating	60 000 hours	hours
	d) Detectors to fully comply with all other requirements detailed in <b>clause 7.4.2.3 of Part C.3.2.4?</b>	Yes	*Yes/No
	e) Detector Guarantee Period from date of commissioning	3 years	years
	<u>Passive Infrared</u> (PIR) sensors provided?	Yes	*Yes/No
<b>7.7.3.1</b>	Name of Manufacturer:		
	Manufacturer Model No.:		
<b>a)</b>	PIR design type	Quad detector	
<b>b)</b>	PIR to be pet and vermin friendly	Yes	*Yes/No
<b>c)</b>	IP rating	IP 41	
<b>d)</b>	Designed with potential free contacts	Yes	*Yes/No
<b>e)</b>	Designed with controls for adjusting the detection range/detector sensitivity?	Yes	*Yes/No
<b>f)</b>	Supplied and installed with extension arms	Yes	*Yes/No
	<u>Substation door controller</u> provided?	Yes	*Yes/No
<b>7.7.3.2</b>	Name of Manufacturer:		
	Manufacturer Model No.:		
<b>a)</b>	Designed as a closed unit suitable for industrial	Yes	*Yes/No

\*Delete that which is not applicable.

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.16 TECHNICAL REQUIREMENT SCHEDULE FOR THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM (continued)**

**RETURABLE DOCUMENT 1 (continued)**

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

Ref. No.	Technical Details	Energy Management Directorate's Requirement	Tenderer's Offer
<b>7.7</b>	<b>ACIA System Hardware Components (concluded)</b>		
<b>7.7.3.3</b>	Tamper protection switches (micro-switches) provided?	Yes	*Yes/No
	Name of Manufacturer:		
	Manufacturer Model No.:		
<b>a)</b>	Designed to be robust in construction and for industrial use	Yes	*Yes/No
<b>b)</b>	Designed to generate an alarm signal when operated	Yes	*Yes/No
<b>c)</b>	Fitted onto the CPU enclosure and ACIA System ancillaries	Yes	*Yes/No
<b>7.7.4</b>	Siren/Horn provided?	Yes	*Yes/No
	Name of Manufacturer:		
	Manufacturer Model No.:		
<b>a)</b>	Sound level	108 dB/m (Minimum)	dB/m
<b>b)</b>	Installation	Inside distributor substation building	
<b>c)</b>	Associated wiring to be protected by an anti-tamper circuit	Yes	*Yes/No
<b>d)</b>	Siren/Horn to fully comply with all other requirements detailed in <b>clause 7.4.2.4 of Part C.3.2.4?</b>	Yes	*Yes/No
<b>e)</b>	Guarantee Period from date of commissioning	3 years	years
<b>7.7.5</b>	Power unit provided?	Yes	*Yes/No
	Name of Manufacturer:		
	Manufacturer Model No.:		
<b>a)</b>	Standard to which power unit is tested	SANS 2220-1-7	
<b>b)</b>	Designed to supply the ACIA system and associated ancillaries via the substation single-phase 230 V power supply	Yes	*Yes/No
<b>c)</b>	Designed with battery back-up and associated built-in battery charger	Yes	*Yes/No
<b>d)</b>	Battery size	12 V, 20 Ah	V, Ah
<b>e)</b>	Battery MTBF	60 000 hours	hours
<b>f)</b>	Associated wiring to be protected by an anti-tamper circuit	Yes	*Yes/No
<b>g)</b>	Power unit to fully comply with all other requirements detailed in <b>clause 7.4.2.5 of Part C.3.2.4?</b>	Yes	*Yes/No
<b>h)</b>	Guarantee Period from date of commissioning	3 years	years

\*Delete that which is not applicable.

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.16 TECHNICAL REQUIREMENT SCHEDULE FOR THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM (continued)**

**RETURNABLE DOCUMENT 1 (continued)**

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

Ref. No.	Technical Details	Energy Management Directorate's Requirement	Tenderer's Offer
<b>7.7</b>	<b>ACIA System Hardware Components (concluded)</b>		
<b>7.7.6</b>	Smart key for smart locking solution provided?	Yes	*Yes/No
	Name of Manufacturer:		
	Manufacturer Model No.:		
<b>a)</b>	Designed to be robust in construction	Yes	*Yes/No
<b>b)</b>	Battery design	Rechargeable	
<b>c)</b>	Integrated into ACIA management system?	Yes	*Yes/No
<b>d)</b>	Makes provision for unique user authentication?	Yes	*Yes/No
<b>e)</b>	Supplied with carrier bag	Yes	*Yes/No
<b>f)</b>	Smart Key to fully comply with all other requirements detailed in <b>clause 7.4.2.7 of Part C.3.2.4</b> ?	Yes	*Yes/No
<b>g)</b>	Guarantee Period from date of commissioning	3 years	years
<b>8</b>	Alarms and Indications to be in accordance with <b>clause 7.4.2.8.2 of Part C.3.2.4</b> ?	Yes	*Yes/No

\*Delete that which is not applicable.

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.17 TECHNICAL REQUIREMENT SCHEDULE FOR THE STEEL DISTRIBUTOR SUBSTATION DOORS

### RETURNABLE DOCUMENT 2 (continued)

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

Ref. No.	Technical Details	Energy Management Directorate's Requirement	Tenderer's Offer
<b>1</b>	<b>STEEL SUBSTATION DOOR (General requirements)</b>		
<b>1.1</b>	Name of Tenderer proposing to manufacture the Steel Substation Doors		
	Steel Substation Door provided?	Yes	*Yes/No
	Name of Manufacturer:		
	Manufacturer Model No.:		
<b>a)</b>	undertake on-site "as-built" measurements	Yes	*Yes/No
<b>b)</b>	Loading, transporting and disposal (if required) of the existing steel or wooden substation doors(s)	Yes	*Yes/No
<b>c)</b>	Substation door material	3mm mild steel/stainless steel	
<b>d)</b>	Substation door configuration	Anti-vandal concealed hinge arrangement	
<b>e)</b>	4-point Locking arrangement	Multi point lock mechanism (operating independently)	
<b>f)</b>	Steel door framed by a 32 x 32 mm square tube reinforcing	Yes	*Yes/No
<b>g)</b>	welding of joints in compliance to the relevant	SANS 1129: 2008	
<b>h)</b>	Gaps between doors and frames	3mm and 5mm	
<b>i)</b>	Weather strip attached to the door	80 mm wide	
<b>j)</b>	Protective strip to cover gap between leaves.	Yes	*Yes/No
<b>k)</b>	Door fitted with two upper 760mm locking bolts in accordance with <b>clause 7.4.5.3.7 of Part C.3.2.4</b>	Yes	*Yes/No
<b>l)</b>	Door fitted with two 300mm floor locking Bolt Barrel designed in accordance with <b>detail 'D'</b> found in <b>Annexure 'B'</b>	Yes	*Yes/No
<b>m)</b>	20mm diameter galvanised steel pipe, length 100mm, wall thickness 3mm in accordance with <b>clause 7.4.5.3.8 of Part C.3.2.4</b>	Yes	*Yes/No
<b>n)</b>	Warranty Period	10 years	
<b>2</b>	<b>SUBSTATION DOOR DESIGN in accordance with Part C.3.2.4 (refer to Part C3.3 Annexure B)</b>		
<b>2.1</b>	The <b>Switchroom</b> door shall be manufactured and designed in accordance with <b>clause 7.4.5.3</b>	Yes	*Yes/No
<b>2.2</b>	The <b>Transformer Room</b> door shall be manufactured and designed in accordance with <b>clause 7.4.5.4</b>	Yes	*Yes/No
<b>2.3</b>	The <b>Meter Room</b> door shall be manufactured and designed in accordance with <b>clause 7.4.5.5</b>	Yes	*Yes/No
<b>2.4</b>	The steel door <b>Frame</b> door shall be manufactured and designed in accordance with <b>clause 7.4.5.6</b>	Yes	*Yes/No
<b>2.5</b>	The steel <b>Panelling</b> shall be manufactured and designed in accordance with <b>clause 7.4.5.7</b>	Yes	*Yes/No

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

NAME (Block Capitals): \_\_\_\_\_

Date \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## **PART C1: AGREEMENT AND CONTRACT DATA**

### **C1.1: FORM OF OFFER AND ACCEPTANCE**

#### **C1.1.1: OFFER**

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

Contract No:

Contract Title:

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 3<sup>rd</sup> 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](mailto:civilinfo@saice.org.za)).

The Contract Data (including variations and additions) shall amplify, modify, or supersede, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies.

#### **C1.2.2 CONTRACT DATA**

##### **C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

- 1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is **1 Year / Not Required**.
- 5.13.1 The **penalty for delay** in failing to complete the Works is 5% per value of the issued task order.
- 5.16.3 The **latent defect liability** period is **10 Years**.
- 10.5.1 **Dispute resolution** shall be by standing mediation.
- 10.5.3 The **number of members** of the Adjudication Board to be appointed: 1
- 10.7.1 Failing ad-hoc adjudication, the determination of disputes shall be by arbitration.
- 10.8.1 Failing ad-hoc adjudication, the determination of disputes shall be by court proceedings.

### 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:

.....

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

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

### **C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT**

#### **ACC1 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

[For contract awards over R10m] The Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section (S.53) of the Employer's Supply Chain Management Policy.

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

#### **ACC 2 QUALITY OF PRODUCTS AND GUARANTEE**

No inferior products will be accepted under this enquiry.

Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved or an action plan to resolve is not developed, within a period of 10 working days, the Municipality reserves the right to cancel this contract after serving one month's notice, in writing, to the successful Tenderer involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

All costs related to the repair or replacement of products within a specified guarantee period shall be borne by the successful Tenderer. These costs include, and not limited to: investigations, professional services, labour, accommodation, transport cost, etc. The expected turnaround time for claims is maximum of 8 weeks or suitable agreed upon by both parties, from the time of notification.

#### **ACC 3 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES (COID) ACT NO. 130 of 1993**

This act replaces the Workmen's Compensation Act.

The supplier shall, before commencement of work, produce documentary proof to the Head: Electricity, that he/she has complied in all respects with the provisions of the COID Act. The supplier undertakes that he/she will perform and comply with all provisions of the COID Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

#### **ACC 4 DELAYS IN THE SUPPLIER'S PERFORMANCE**

If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price a penalty of 0,5 % of the order value for every month delivery is delayed.

#### **ACC 5 DAMAGE TO PERSONS AND PROPERTY**

- a) The supplier shall indemnify and keep indemnified the Council against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.
- b) The supplier enters into this contract as an independent contractor and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

#### **ACC 6 PAYMENT**

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item/service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

#### **ACC 7 COST PRICE ADJUSTMENT**

Price(s) submitted on **C2.2: BILL OF QUANTITIES** shall be based on one or a combination of the following:

- i) Rates of exchange, with the base rate as that published by a reputable South African bank seven-days prior to bid closing;
- ii) SEIFSA indices, with indices as that published by SEIFSA two-months prior to bid closing; or
- iii) CPI per province (KwaZulu-Natal) as specified on **Table A (Consumer Price Index: Main**

## **ADDITIONAL CONDITIONS OF CONTRACT (concluded)**

**indices) of Statistical Release P0141**, as that published by Statistics South Africa two-months prior to bid closing.

### **A) RATES OF EXCHANGE**

The first adjustment of the price(s) declared on the **C2.2: BILL OF QUANTITIES** shall be undertaken when the Contractor(s) receives the first "Official Purchase Order", on condition that:

- a) The Contractor(s), within seven-days of receiving the "Official Purchase Order", arranges "forward exchange cover" i.e. fixing the rate of exchange;
- b) The "forward exchange cover" is arranged via a reputable South African bank; and
- c) The "forward exchange cover" shall be firm until the delivery (approx. 12 weeks) from the date of the "Official Purchase Order".

Hence, the first adjustment of price(s) declared on the **C2.2: BILL OF QUANTITIES** shall take into account any variation in the rates of exchange between the following dates:

- i) The date of the base rate as that published by a reputable South African bank seven days prior to bid closing; and
- ii) The date the "forward exchange cover" is arranged after the first "Official Purchase Order".

The adjustment of price(s) shall then be undertaken for subsequent orders provided that the Contractor(s) arranges "forward exchange cover" via a reputable South African bank after each order. The price difference shall be paid or deducted by the Municipality in correlation with any increase or decrease in the basic rate of exchange.

Upon the failure of the Contractor(s) to arrange "forward exchange cover", the Contractor(s) shall be liable should there be an increase in the basic rate of exchange occurring after the last-mentioned date.

### **B) SEIFSA INDICES**

The first adjustment of the price(s) declared on the **C2.2: BILL OF QUANTITIES** shall be undertaken when the Contractor(s) receives the first "Official Purchase Order" and shall take into account any variation in indices between the:

- i) indices published by SEIFSA two-months prior to bid closing; and
- ii) indices published by SEIFSA two-months prior to the date of the first "Official Purchase Order".

The adjustment of price(s) for subsequent orders shall then be undertaken on the date of every order in accordance with the respective indices, two-months prior, as those published by SEIFSA.

### **C) CONSUMER PRICE INDEX (CPI)**

The first adjustment of the price(s) declared on the **C2.2: BILL OF QUANTITIES** shall be undertaken when the Contractor(s) receives the first "Official Purchase Order" and shall take into account any variation in the CPI between the:

- i) CPI published by Statistics South Africa two-months prior to bid closing; and
- ii) CPI published by Statistics South Africa two-months prior to the date of the first "Official Purchase Order".

The adjustment of price(s) for subsequent orders shall then be undertaken on the date of every order in accordance with the CPI per province (KwaZulu-Natal) as specified on **Table A (Consumer Price Index: Main indices) of Statistical Release P0141**, two-months prior, as those published by Statistics South Africa.

## **C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS**

### **C2.1.1 GENERAL**

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

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

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

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

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

### **C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE**

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

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured

net in accordance with the Drawings, and no allowance has been made for waste.

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

### **C2.1.5 MONTHLY PAYMENTS**

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

### **C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS**

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

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

### **C2.1.6 PRICING OF THE BILL OF QUANTITIES**

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to

be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

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

#### **C2.1.7 "RATE ONLY" ITEMS**

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

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

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

Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

#### **C2.1.8 PRELIMINARY AND GENERAL**

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

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

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

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

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

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



**C2.2: BILL OF QUANTITIES (BoQ 1)**

The Bill of Quantities follows and comprises of **4** pages. The pages are numbered **BoQ 1 to BoQ 4**.

A	B	C	D	E		F = D × E		
Item No.	Description	Unit of measure	Estimated Quantity	Unit Price (R) (Excluding VAT)		Total Price (R) (Excluding VAT)		
				Rands	cents	Rands	cents	
1	ACCESS CONTROL INTRUDER ALERT (ACIA) SYSTEM FOR DISTRIBUTOR SUBSTATIONS							
1.1	ACIA FOR LAYOUT 1 OF ANNEXURE A1							
1.1.1	Design, manufacture, supply, delivery, installation, testing and commissioning of the Access Control Intruder Alert (ACIA) System, as detailed in <b>Clauses 7.3 and 7.4 of Part C3: C.3.2.4</b>	Per site (once-off)	100					
1.1.2	Supply, delivery and installation of the ACIA system sign boards, as detailed in <b>Clause 7.10 of Part C3: C.3.2.4</b> , outside the distributor substation	Each	50					
1.1.3	Standby Team Labour rate for fault finding and repair on the ACIA system	Month	1					
Total Price, Excluding VAT (R), for ITEM 1.1 (1.1.1 + 1.1.2 + 1.1.3 )								
						Carry over Total Price for ITEM 1.1 to the <b>TOTAL PRICE FOR THE ACIA SYSTEM (ITEM 1)</b> in BoQ2		
1.2	ACIA FOR LAYOUT 2 OF ANNEXURE A2							
1.2.1	Design, manufacture, supply, delivery, installation, testing and commissioning of the Access Control Intruder Alert (ACIA) System as detailed in <b>Clauses 7.3 and 7.4 of Part C3: C.3.2.4</b>	Per site (once-off)	100					
1.2.2	Supply, delivery and installation of the ACIA system sign boards, as detailed in <b>Clause 7.10 of Part C3: C.3.2.4</b> , outside the distributor substation	Each	50					
1.2.3	Standby Team Labour rate for fault finding and repair on the ACIA system	Month	1					
Total Price, Excluding VAT (R), for ITEM 1.2 (1.2.1 + 1.2.2 + 1.2.3)								
						Carry over Total Price for ITEM 1.2 to the <b>TOTAL PRICE FOR THE ACIA SYSTEM (ITEM 1)</b> in BoQ2		

BIDDING COMPANY FULL NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

CAPACITY OF SIGNATORY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

YYYY - MM - DD

**C2.2: BILL OF QUANTITIES (BoQ 2)**

The Bill of Quantities follows and comprises of **4** pages. The pages are numbered **BoQ 1 to BoQ 4**.

A	B	C	D	E		F = D × E	
Item No.	Description	Unit of measure	Estimated Quantity	Unit Price (R) (Excluding VAT)		Total Price (R) (Excluding VAT)	
				Rands	cents	Rands	cents
1.3	ACIA FOR LAYOUT 3 OF ANNEXURE A3						
1.3.1	Design, manufacture, supply, delivery, installation, testing and commissioning of the Access Control Intruder Alert (ACIA) System as detailed in <b>Clauses 7.3 and 7.4 of Part C3: C.3.2.4</b>	Per site (once-off)	100				
1.3.2	Supply, delivery and installation of the ACIA system sign boards, as detailed in <b>Clause 7.10 of Part C3: C.3.2.4</b> , outside the distributor substation	Each	50				
1.3.3	Standby Team Labour rate for fault finding and repair on the ACIA system	Month	1				
	Total Price, Excluding VAT (R), for ITEM 1.3 (1.3.1 + 1.3.2 + 1.3.3)						
						Carry over Total Price for ITEM 1.3 to the <b>TOTAL PRICE FOR THE ACIA SYSTEM (ITEM 1)</b> below	
<b>TOTAL PRICE FOR THE ACCESS CONTROL INTRUDER ALERT (ACIA) SYSTEM (ITEM 1)</b>							
Total Price, Excluding VAT (R), for ITEM 1.1 (1.1.1 + 1.1.2 + 1.1.3) Carried over from Total Price for ITEM 1.1 on BoQ1							
Total Price, Excluding VAT (R), for ITEM 1.2 (1.2.1 + 1.2.2 + 1.2.3) Carried over from Total Price for ITEM 1.2 on BoQ1							
Total Price, Excluding VAT (R), for ITEM 1.3 (1.3.1 + 1.3.2 + 1.3.3) Carried over from Total Price for ITEM 1.3 on BoQ2							
TOTAL PRICE FOR THE ACIA SYSTEM, Excluding VAT (R) (Total Price for ITEM 1.1 + Total Price for ITEM 1.2 + Total Price for ITEM 1.3)							

BIDDING COMPANY FULL NAME: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNED: \_\_\_\_\_

CAPACITY OF SIGNATORY: \_\_\_\_\_ DATE: \_\_\_\_\_ YYYY - MM - DD

**C2.2: BILL OF QUANTITIES (BoQ 3)**

The Bill of Quantities follows and comprises of **4** pages. The pages are numbered **BoQ 1 to BoQ 4**.

A	B	C	D	E		F = D × E	
Item No.	Description	Unit of measure	Estimated Quantity	Unit Price (R) (Excluding VAT)		Total Price (R) (Excluding VAT)	
				Rands	cents	Rands	cents
2	STEEL DOORS FOR DISTRIBUTOR SUBSTATIONS						
2.1	SINGLE DOORS						
2.1.1	Removal and disposal of existing SINGLE door and associated frame	Each	50				
2.1.2	Undertaking on-site “as-built” measurements of the doorway openings and subsequently design, manufacture, supply, deliver, off-load and installation of hot dip galvanised steel substation SINGLE DOOR inclusive of door frames, as detailed in in Clause 7.4.5 of Part C3: C.3.2.4	Each	50				
Total Price, Excluding VAT (R), for ITEM 2.1 (2.1.1 + 2.1.2)							
2.2	DOUBLE DOORS (SWITCH ROOM)		Carry over Total Price for ITEM 2.1 to the TOTAL PRICE FOR STEEL DOORS FOR DISTRIBUTOR SUBSTATIONS (ITEM 2)				
2.2.1	Removal and disposal of existing DOUBLE door and associated frame	Each	50				
2.2.2	Undertaking on-site “as-built” measurements of the doorway openings and subsequently design, manufacture, supply, deliver, off-load and installation of hot dip galvanised steel substation DOUBLE SWITCH ROOM DOORS (without louvers) inclusive of door frames, as detailed in in Clause 7.4.5 of Part C3: C.3.2.4	Each	50				
Total Price, Excluding VAT (R), for ITEM 2.2 (2.2.1 + 2.2.2)							
2.3	DOUBLE DOORS (TRANSFORMER ROOM)		Carry over Total Price for ITEM 2.2 to the TOTAL PRICE FOR STEEL DOORS FOR DISTRIBUTOR SUBSTATIONS (ITEM 2)				
2.3.1	Removal and disposal of existing DOUBLE door and associated frame	Each	50				
2.3.2	Undertaking on-site “as-built” measurements of the doorway openings and subsequently design, manufacture, supply, deliver, off-load and installation of hot dip galvanised steel substation DOUBLE TRANSFORMER ROOM DOORS (with louvers) inclusive of door frames, as detailed in Clause 7.4.5 of Part C3: C.3.2.4	Each	50				
Total Price, Excluding VAT (R), for ITEM 2.3 (2.3.1 + 2.3.2)							
						Carry over Total Price for ITEM 2.3 to the TOTAL PRICE FOR STEEL DOORS FOR DISTRIBUTOR SUBSTATIONS (ITEM 2)	
TOTAL PRICE FOR STEEL DOORS FOR DISTRIBUTOR SUBSTATIONS (ITEM 2)							
Total Price, Excluding VAT (R), for ITEM 2.1 (2.1.1 + 2.1.2) Carried over from Total Price for ITEM 2.1 above							
Total Price, Excluding VAT (R), for ITEM 2.2 (2.2.1 + 2.2.2) Carried over from Total Price for ITEM 2.2 above							
Total Price, Excluding VAT (R), for ITEM 2.3 (2.3.1 + 2.3.2) Carried over from Total Price for ITEM 2.3 above							
TOTAL PRICE FOR STEEL DOORS FOR DISTRIBUTOR SUBSTATIONS, Excluding VAT (R) (Total Price for ITEM 2.1 + Total Price for ITEM 2.2 + Total Price for ITEM 2.3)							

BIDDING COMPANY FULL NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

CAPACITY OF SIGNATORY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

YYYY - MM - DD

**C2.2: BILL OF QUANTITIES (BoQ 4)**

The Bill of Quantities follows and comprises of **4** pages. The pages are numbered **BoQ 1 to BoQ 4**.

A	B	C	D	E		F = D × E	
Item No.	Description	Unit of measure	Estimated Quantity	Unit Price (R) (Excluding VAT)		Total Price (R) (Excluding VAT)	
				Rands	cents	Rands	cents
<b>3</b>	<b>ARMED RESPONSE</b>						
<b>3.1</b>	Armed response standby rate as detailed in <b>Clause 7.8 of Part C3: C.3.2.4</b>	Per month	36				
<b>3.2</b>	Armed response call-out fee as detailed in <b>Clause 7.8 of Part C3: C.3.2.4</b>	Each	1				
<b>Total Price, Excluding VAT (R), for ITEM 3 (3.1 + 3.2)</b>							
<b>4</b>	Supply and delivery of ACIA CPU as detailed in <b>Clause 7.4.2.1 of Part C3: C.3.2.4</b>	Each	1				
<b>5</b>	Supply and delivery of ACIA Communications Module as detailed in <b>Clause 7.4.2.2 of Part C3: C.3.2.4</b>	Each	1				
<b>6</b>	Supply and delivery of ACIA Detectors as detailed in <b>Clause 7.4.2.3 of Part C3: C.3.2.4</b>	Each	1				
<b>7</b>	Supply and delivery of ACIA Siren/Horn as detailed in <b>Clause 7.4.2.4 of Part C3: C.3.2.4</b>	Each	1				
<b>8</b>	Supply and delivery of ACIA Power Unit as detailed in <b>Clause 7.4.2.5 of Part C3: C.3.2.4</b>	Each	1				
<b>9</b>	Supply and delivery of ACIA Tamper Protection as detailed in <b>Clause 7.4.2.6 of Part C3: C.3.2.4</b>	Each	1				
<b>10</b>	Supply and delivery of ACIA Smart Key as detailed in <b>Clause 7.4.2.7 of Part C3: C.3.2.4</b>	Each	1				

BIDDING COMPANY FULL NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

CAPACITY OF SIGNATORY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_ YYYY - MM - DD

**PART C3: SCOPE OF WORK**

P art C3	SCOPE OF WORK		Page
	C3.1	TENDER DESCRIPTION.....	<b>72</b>
	C3.2	TENDER SCOPE AND SPECIFICATION.....	<b>73</b>
	C3.3	ANNEXURES.....	Error!

### **C3.1: TENDER DESCRIPTION**

#### **3.1.1 Description of Works**

The Tender requires the following works/services to be undertaken any distributor substation identified within the EtheKwini Municipality area of supply:

- a) Undertaking on-site "as-built" measurements of the doorway opening(s) for the applicable distributor substation layout;
- b) Design and manufacture of new steel substation door(s);
- c) Supply, delivery and off-loading of the new steel substation door(s) to the applicable distributor substation;
- d) Removal of the existing steel or wooden substations door(s) from the applicable distributor substation;
- e) Installation of the new steel substation door(s) at the applicable distributor substation;
- f) Loading, transporting and disposal of the existing steel or wooden substation doors(s);
- g) Design, supply, delivery, installation, testing and commissioning of the Access Control and Intruder Alert (ACIA) System, at the applicable distributor substation;
- h) Maintenance of the Access Control and Intruder Alert (ACIA) System; and
- i) Provision of security services and armed response at the applicable distributor substation.

#### **3.1.2 Description of Site and Access**

- a) Tenderers shall undertake work at any distributor substation located within the EtheKwini Municipality area of supply.
- b) Access to any distributor substation shall be in accordance with the latest version of the following:
  - i) eThekweni Electricity Safety Rules; and
  - ii) eThekweni Electricity System Operations Regulations.

### **C3.2: TENDER SCOPE AND SPECIFICATION**

#### **PREAMBLE**

In the event of a discrepancy between the "Tender Scope and Specifications" and the drawings and/or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Agent before the execution of the work under the relevant item.

#### **C3.2.1 TENDER SCOPE**

eThekweni Municipality intends to appoint more than one Tenderer to undertake the following works/services at any distributor substation identified within the eThekweni Municipality area of supply:

- a) Undertaking on-site "as-built" measurements of the doorway opening(s) for the applicable distributor substation layout configuration detailed in **ANNEXURE A** and **B** of this Tender document;
- b) Design and manufacture of new steel substation door(s) based on the on-site "as-built" measurements, in accordance with the technical specification detailed in **Clause 7.4.5** of **SECTION C3.2.3** of this Tender document;
- c) Supply, delivery and off-loading of the new steel substation door(s) to the applicable distributor substation, in accordance with the technical specification detailed in **Clause 7.4.5** of **SECTION C3.2.3** of this Tender document;
- d) Removal of the existing steel or wooden substations door(s) from the applicable distributor substation;
- e) Installation of the new steel substation door(s) at the applicable distributor substation, in accordance with the technical specification detailed in **Clause 7.4.5** of **SECTION C3.2.3** of this Tender document;
- f) Loading, transporting and disposal of the existing steel or wooden substation doors(s) in accordance with the **National Environmental Management Waste Act (NEMWA, 59 of 2008)** and its amendments;
- g) Design, manufacture, supply, delivery, installation, testing and commissioning of the Access Control and Intruder Alert (ACIA) System, at the applicable distributor substation, in accordance with the technical specification detailed in **Clause 7.4.4** of **SECTION C3.2.3** of this Tender document;
- h) Maintenance of the Access Control and Intruder Alert (ACIA) System at the applicable distributor substation,
- i) Provision of security services and armed response at the applicable distributor substation, in accordance with the technical specification detailed in **Clause 7.8** of **SECTION C3.2.3** of this Tender document.

Note 1: Tenderers who are able to undertake all the above works/services shall be considered for acceptance.

Note 2: Tenderers shall quote for each works/service separately, as detailed in **SECTION C2.2**.



### C.3.2.2 **STANDARD SPECIFICATIONS AND NORMATIVE REFERENCES, ENVIRONMENTAL AND OPERATING CONDITIONS**

The standard specifications and normative references detailed in **Table 1** contain provisions that through reference in the text of this procurement document, constitute requirements for the works/services procured **C2.2: BILL OF QUANTITIES**.

**Table 1 – Standard specifications and normative references**

Standard specification/ normative reference	Description
IEC 60664:1980	Insulation co-ordination within low-voltage systems including clearances and creepage distances for equipment
SANS 121:2024	Hot dip galvanised coatings on fabricated iron and steel articles – Specifications and test methods
SANS 992:2008	Aluminium and aluminium alloy pressure die castings
SANS 1129: 2008	Steel door frames
SANS 2220-1-1:2013	Electrical security systems, Part 1-1: Intruder alarm systems – General requirements
SANS 2220-1-7:2006	Electrical security systems, Part 1-7: Intruder alarm systems – Power units
SANS 2220-2-2:2014	Electrical security systems, Part 2-2: Access control systems – Central processor
SANS 2220-2-7:2014	Electrical security systems, Part 2-7: Access control systems – Barriers
SANS 10142-1:2024	The wiring of premises, Part 1: Low-voltage installations
SANS 12944-2:1998	Paints and varnishes – Corrosion protection of steel structures by protective paint systems, Part 2: Classification of environments
SANS 60529:2013	Degrees of protection provided by enclosures (IP code)

The operating conditions detailed in **Table 2** shall be taken into account when designing all items detailed in this specification to ensure the products/system will operate satisfactorily for the duration of its design life.

**Table 1 – Operating conditions**

Altitude	sea-level to 1 000 m
Ambient temperature – Minimum	0 °C
Ambient temperature – Maximum	40 °C
Ambient temperature – Average	35 °C measured over a period of 24 h
Atmospheric-corrosivity category	C5 in accordance with SANS 12944-2
Climate	humid, heavily salt-laden and sub-tropical
Rainfall – Average annual	1 000 mm
Relative humidity – Average	95 % measured over a period of 24 h
Relative humidity – Maximum	98 %
Solar radiation (mean annual value)	1,0 kW/m <sup>2</sup>
System frequency	50 Hz

### C.3.2.3 GENERAL SPECIFICATIONS FOR THE WORKS/SERVICES

The successful Tenderer shall be contacted, by the Employer's Agent, on an "as-and-when" basis to undertake works/services, as defined in **Clause C.3.2.1 TENDER SCOPE** of this Tender document.

### C.3.2.4 TECHNICAL SPECIFICATIONS FOR THE WORKS/SERVICES

This part of this procurement document comprises of the clauses detailed as follows:

Clause No(s).	Description	Page
7.3	GENERAL REQUIREMENTS FOR THE DESIGN, MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM	
7.4.1 to 7.4.2	TECHNICAL REQUIREMENTS FOR THE DESIGN, MANUFACTURE, SUPPLY AND DELIVERY OF THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM	
7.4.3	TECHNICAL REQUIREMENTS FOR THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM OPERATING LOGIC	
7.4.4	TECHNICAL REQUIREMENTS FOR THE INSTALLATION OF THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM	
7.4.5	TECHNICAL REQUIREMENTS FOR THE DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFF-LOADING AND INSTALLATION OF STEEL DISTRIBUTOR SUBSTATION DOORS	
7.5	TECHNICAL REQUIREMENTS FOR THE DSS LAYOUTS AND LOCATIONS OF EQUIPMENT SITTING	
7.6	TECHNICAL REQUIREMENTS FOR THE COMMISSIONING OF THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM	
7.7	TECHNICAL REQUIREMENTS FOR THE MAINTENANCE AND WARRANTY OF THE ACIA SYSTEM	
7.8	TECHNICAL REQUIREMENTS FOR THE PROVISION OF MONITORING AND ARMED RESPONSE SERVICES	
7.9	TECHNICAL REQUIREMENTS FOR THE DEFINING ZONES	
7.10	TECHNICAL REQUIREMENTS FOR SIGNAGE	

## 7.3 GENERAL REQUIREMENTS FOR THE DESIGN, MANUFACTURE, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM

### 7.3.1 General

- 7.3.1.1** a) The successful Tenderer shall be contacted, by the Employer's Agent, on an "as-and-when" basis to undertake the design, manufacture, supply, delivery, installation, testing and commissioning of an Access Control and Intruder Alert (ACIA) System.
- b) The works/services detailed in **clause a)** above shall be undertaken on a distributor substation, with one of the layouts detailed in **clause d)** below.
- c) The distributor substation shall be specified by the Employer's Agent, at the time of order, and may be located anywhere within the eThekweni Municipality area of supply.
- d) The distributor substations have the following layouts, therefore Tenderers shall familiarise themselves with each of the layouts, as detailed in **ANNEXURE A**:
- SCHEDULE C1: LAYOUT DSS 1;**
  - SCHEDULE C2: LAYOUT DSS 2; and**
  - SCHEDULE C3: LAYOUT DSS 3.**
- e) The ACIA System, for each distributor substation layout, shall have a minimum of 11 alarm zones.
- f) The equipment and material utilised for the design of the ACIA System shall be able to withstand the operating conditions detailed in **Table 2**.

- 7.3.1.2** Bidders shall be registered and valid, prior to Tender closing, with the regulatory body and industry association detailed below:

- Private Security Industry Regulatory Authority (PSIRA).**

## **7.4 TECHNICAL REQUIREMENTS FOR THE DESIGN, MANUFACTURE, SUPPLY AND DELIVERY OF THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM**

### **7.4.1 ACIA System Overview**

#### **7.4.1.1** The ACIA system shall incorporate the following features:

- a) Access Control Logic as defined in Clause 7.4.3.2;
- b) Forced Entry Logic (Intruder Alert) as defined in Clause 7.4.3.3;
- c) System Arming Logic as defined in Clause 7.4.3.4;
- d) Tamper Protection Logic of all connected ancillaries as defined in Clauses 7.4.3.5 and 7.4.2.1.2;
- e) Power Failure logic as defined in Clause 7.4.3.6;
- f) Unique user identification and verification; and
- g) Management system as defined in Clauses 7.4.2.8.

#### **7.4.1.2** The management system integrated into the ACIA system shall be configured to convey the features described in Clause 7.4.1.1 to the Energy Management Directorate's (EMD) Monitoring and Control Room (MCR), as these signals are required to be monitored by EMD personnel. The successful bidder shall supply all hardware, software and accessories required for the monitoring stations at the MCR and shall amortise these costs in their bid price.

#### **7.4.1.3** The ACIA system shall be a single physical system utilised to incorporate all the features mentioned in Clause 7.4.1.1 (a) to 7.4.1.1 (g), inclusive of the hardware components listed in clause 7.4.1.4.

#### **7.4.1.4** The ACIA system shall consist of the following hardware components:

- a) A central processing unit (CPU) to undertake all operations with regards to access control, intruder alert, arming logic, tamper protection, etc. for all connected ancillaries;
- b) A communications module, for bi-directional communication between the MCR and the CPU;
- c) Detectors for movement (passive infrared sensors);
- d) A siren/horn loudspeaker for information and alert purposes;
- e) A power unit to supply the system; and
- f) A smart key to access the distributor substation.

#### **7.4.1.5** The above hardware component specifications are defined in detail in Clause 7.4.2.

#### **7.4.1.6** The intention of the distributor substation security system is to provide an early detection facility for theft and vandalism. The distributor substation shall be equipped with a range of sensors to detect forced entry, damage to power cables, and malicious entry. Sensors/detectors shall be positioned within the distributor substation to alert the Monitoring Control Room (MCR) of any movement via an alarm. A positive detection of an intruder shall trigger the alarm and a notification shall be sent to the MCR.

#### **7.4.1.7** An integrated siren/horn shall be installed at the distributor substation to sound when security is breached. The sound emanating from the siren/horn shall be at least 108 decibels per meter (dB/m) resulting in public awareness in the vicinity of the distributor substation and deter potential perpetrators. The siren/horn shall be triggered by the detectors and by forced entry via the distributor substation door.

#### **7.4.1.8** The alarms shall be clearly defined, and reporting shall be as accurate as possible, including time-stamping when the siren/horn and zones are activated.

#### **7.4.1.9** The ACIA system shall be incorporated with logic to ensure that spurious or false alarms can be readily detected.

### **7.4.2 Specification for hardware components**

#### **7.4.2.1 Central Processing Unit (CPU)**

##### **7.4.2.1.1** The individual distributor substation (DSS) shall have its own CPU installed within a robust tamper proof enclosure. Refer to Clause 7.4.2.6 for details of the tamper protection operation and Clause 7.4.4.23 for enclosure details.

##### **7.4.2.1.2** The CPU shall have the capability of undertaking all operations with regards to access control, intruder alert and tamper detection for all connected ancillaries.

##### **7.4.2.1.3** The CPU shall communicate a test signal with the MCR via the communications module on an hourly basis to determine if the wireless link between the two is existent.

Note 1: The MCR will expect a test signal from each DSS CPU on an hourly basis.

Note 2: Failure to receive such signal implies that the “communication link between the DSS CPU and MCR” or the DSS CPU has failed.

In the event of a failure as detailed in Note 2 above, the successful bidder shall immediately dispatch a technical team to resolve the matter.

The MCR shall then request for Armed Response (AR) to standby at the respective DSS until the bidder's technical team resolves the matter. The duration of the standby period shall be determined by the EE personnel at the MCR.

- 7.4.2.1.4 The CPU shall receive DSS door status signal via hardwire connection i.e., door opened signal shall **deactivate** ACIA system, door closed signal shall **activate** ACIA system.
- 7.4.2.1.5 The CPU shall be tested in accordance with Section 6 of SANS 2220-2-2: 2014.
- 7.4.2.1.6 The CPU shall make provision for a 11-zone intruder alert system, defined in clause 7.8.
- 7.4.2.1.7 The CPU hardware and software shall have a Mean Time Between Failure (MTBF) of at least 15 000 hours or 625 days which shall be guaranteed by the bidder as called for in 4.3.1 of SANS 2220-2-2. Hence, the successful bidder shall be responsible for replacing the CPU if failure occurs within 15 000 hours or repaired if failure occurs above 15 000 hours of operation. This will be for the cost of the bidder. The CPU shall carry a guarantee of 3 years from the date of commissioning.
- 7.4.2.1.8 The CPU shall have a real time clock circuit capable of maintaining and displaying the month, day, hour, minute and second. This clock shall be synchronised with the MCR. All transaction records shall be date and time stamped.
- 7.4.2.1.9 The processing time required by the CPU shall not exceed 1 second for all actions/events.
- 7.4.2.1.10 The CPU hardware and software shall be fully supported in South Africa.
- 7.4.2.1.11 The CPU shall be capable of accepting auxiliary hardware devices (detectors, communications modules etc.) from different equipment manufacturers.
- 7.4.2.1.12 The CPU shall have a display screen that is capable of being used as an alarm terminal display. Alarm messages shall be given highest priority on this display and shall override all other displays, but it shall be possible to recall the last text display by acknowledging the alarm display. Whilst the screen is being used by the operator, the CPU shall continue to log any activity.
- 7.4.2.1.13 Access to the CPU's configuration/settings menu shall be code protected.
- 7.4.2.1.14 All CPUs shall have a common code.
- 7.4.2.1.15 The CPU shall be marked with the following information:
  - a) Manufacturer name;
  - b) Model number; and
  - c) Serial number.
- 7.4.2.1.16 Reporting
  - The following information shall be available and accessible from the CPU:
  - a) Daily communication LOG and events
  - b) Access reports;
  - c) Alarm reports;
  - d) Status data;
  - e) User login reports; and
  - f) Report by geographic area.
- 7.4.2.1.17 Monitoring Functions and Events shall include the following:
  - a) Door position (open/dis-arm) – controller shall issue a dis-arm command to the ACIA system once access has been granted;
  - b) Door position (closed/arming) – controller shall issue an arming command to the ACIA system once the door has been closed;
  - c) Audible alarms for illegal operation/tamper conditions;
  - d) Mains power failure alarm; and
  - e) Low battery/battery voltage.
- 7.4.2.1.18 The CPU shall have the capability to store at least 1 000 transactions after which information may be overwritten on a first-in, first-out basis.

#### **7.4.2.2 Communications module**

- 7.4.2.2.1 The communications module shall communicate over the Global System for Mobile communication (GSM) network. RF communication is not acceptable.
- 7.4.2.2.2 The communications module shall have the capability to relay discrete messages (as per the logic diagrams of Clause 7.4.3.2) to the MCR.
- 7.4.2.2.3 The communications module shall have the capability of undertaking bi-directional messaging between the MCR and the CPU and shall be capable of accommodating traffic data flow at peak data traffic periods.

- 7.4.2.2.4 The communications module shall not be locked to any particular network service provider. Sim-cards may be changed if necessary.
- 7.4.2.2.5 The communications module shall be installed together with the CPU within the tamper protected CPU enclosure.
- 7.4.2.2.6 If an antenna is required to be installed external to the CPU enclosure, this shall be wired through conduit and shall be installed within the substation. It is preferred that antennae be concealed.
- 7.4.2.2.7 The communications module shall be marked with the following information:
- Manufacturer name; and
  - Model number.
- 7.4.2.2.8 The communications module shall have a Mean Time Between Failure (MTBF) of at least 15 000 hours or 625 days which shall be guaranteed by the Supplier. Hence, the successful bidder shall be responsible for replacing the communications module if failure occurs within 15 000 hours or repaired if failure occurs above 15 000 hours of operation. This will be for the cost of the bidder. The communications module shall carry a guarantee of 3 years from the date of commissioning.
- 7.4.2.2.9 The communications module shall issue periodic test signals to confirm the ACIA system is operational.
- 7.4.2.3 **Detectors**
- 7.4.2.3.1 The detectors for the purposes of this contract shall include the following devices:
- Passive Infrared (PIR) sensors;
  - Substation door controller, and
  - Tamper protection switches (micro-switches).
- 7.4.2.3.2 PIR sensors shall be of the pet friendly type and shall not activate the intruder alert circuit for interference caused by vermin i.e. geckos, cockroaches, and large rodents.
- 7.4.2.3.3 The PIR sensors shall be utilised to detect movement within the substation and shall be of the quad detector design to reduce false alarms.
- 7.4.2.3.4 The substation door controller shall be a closed unit and shall be suited for industrial use.
- 7.4.2.3.5 Tamper protection switches shall be incorporated on all detectors. These switches when operated shall generate an alarm signal. These switches shall be of robust construction and shall comply with the same MTBF as the devices they are protecting.
- 7.4.2.3.6 The enclosures of detectors shall have an Ingress Protection (IP) rating of 41 as called for in Section **C.3.2.2, Table 1**, in accordance with SANS 2220-1-1: 2013.
- 7.4.2.3.7 Detectors shall have an MTBF of 60 000 hours or 2 400 days as called for in Section **C.3.2.2, Table 1**, in accordance with SANS 2220-1-1: 2013.
- 7.4.2.3.8 Detectors shall consist of potential free contacts.
- 7.4.2.3.9 Detectors supplied with controls for adjusting the detection range/detector sensitivity shall be pre-set according to the installation environment upon commissioning. It shall not be possible to make adjustments to any detector without activating the tamper protection circuit.
- 7.4.2.3.10 Electrical tests on detectors shall be possible without having to remove the detector from its enclosure. It shall not be possible to adjust the detector or housing without activating the tamper device.
- 7.4.2.3.11 An alarm condition generated by a detector shall continue for at least 1 second.
- 7.4.2.3.12 The components of a detector shall be corrosion resistant or treated to afford acceptable protection against corrosion for the system operating conditions detailed in Table 2. Any detectors which fail prematurely within the specified MTBF shall be replaced free of charge by the bidder.
- 7.4.2.3.13 All detectors supplied shall be marked with the following information:
- Manufacturer's name or trademark; and
  - Model ID.
- 7.4.2.3.14 Detectors shall be tested and fully comply with the requirements detailed in Section 5 of SANS 2220-1-1:2013.
- 7.4.2.4 **Siren/horn loudspeaker**
- 7.4.2.4.1 The siren/horn shall be utilised for the following alerts:
- 2 chirps to indicate that the intruder alert system have been deactivated;
  - 1 chirp to indicate that the intruder alert system has been activated; and
  - continuous wail when the intruder alert system has detected unauthorised access into the substation.
- 7.4.2.4.2 The siren/horn shall be audible enough to be heard from outside the substation with all doors/windows in the closed position. This rating shall be at least 108 decibels per meter (dB/m).
- 7.4.2.4.3 The siren/horn shall be installed indoors, and the associated wiring shall be protected by the anti-tamper circuit.
- 7.4.2.4.4 The siren/horn shall be marked with the following information:
- Manufacturer's name or trademark; and



- b) Model ID.
- 7.4.2.4.5 The siren/horn shall have a Mean Time Between Failure (MTBF) of at least 15 000 hours or 625 days which shall be guaranteed by the Supplier. Hence, the successful bidder shall be responsible for replacing siren/horn if failure occurs within 15 000 hours or repaired if failure occurs above 15 000 hours of operation. This will be for the cost of the bidder. The siren/horn shall be carrying a guarantee of 3 years.
- 7.4.2.5 **Power Unit**
- 7.4.2.5.1 The power unit shall be responsible for supplying the CPU and other installed components via the substation single-phase 230 V power supply.
- 7.4.2.5.2 The power unit shall also incorporate a battery back-up power supply in the event of a main power failure. The power unit shall have a built-in battery charger.
- 7.4.2.5.3 The battery back-up shall be adequately sized to allow the system to operate for a period of 48 hours in the event of a main power failure. The battery size utilised shall be 12V, 20Ah. Multiple batteries may be used.
- 7.4.2.5.4 The MTBF for the power unit shall be at least 60 000 hours or 2 500 days in accordance with Clause 3.1.2 of SANS 2220-1-7:2006.
- 7.4.2.5.5 The battery housing shall be constructed such that the battery terminals are protected against inadvertent contact with metal parts.
- 7.4.2.5.6 The power unit shall be tested and fully comply with the requirements detailed of Section 5 of SANS 2220-1-7:2006.
- 7.4.2.5.7 All wiring and enclosures associated with the power unit shall be protected via the tamper protection system.
- 7.4.2.5.8 The power unit shall bare the following markings:
- a) Manufacturer's name or trademark; and
  - b) Model ID.
- 7.4.2.5.9 Replaceable components of the power unit shall have its rating or part number clearly marked adjacent to its housing position.
- 7.4.2.6 **Tamper Protection**
- 7.4.2.6.1 The CPU enclosure shall be fitted with tamper protection switches. Any attempt to open or vandalise the housing shall result in a tamper protection alarm being generated.
- 7.4.2.6.2 In addition to the tamper protection of the CPU housing, all detectors and other auxiliary components shall have tamper protection devices built-in to their enclosures. Any attempt, to tamper with or disconnect the components shall result in a tamper protection alarm being generated.
- 7.4.2.6.3 The CPU shall provide continuous monitoring of all circuits (including all wiring) and connected equipment for tampering irrespective of the intruder detection system status (armed or disarmed).
- 7.4.2.6.4 The CPU shall have the capability to indicate which piece of equipment has been tampered with.
- 7.4.2.6.5 Cases of equipment or sensor failure shall also enable the tamper protection alarm.
- 7.4.2.6.6 All components of the access control and alarm system shall not be dismantled with the use of commonly available tools such as knives, pliers, and screwdrivers.
- 7.4.2.7 **Smart Key**
- 7.4.2.7.1 The ACIA system designed by the bidder shall provide a smart locking solution that utilises a smart key that shall:
- a) be built with a rechargeable battery;
  - b) provide unique user authentication;
  - c) deactivate the access control system upon authentication of the smart key;
  - d) easily be revoked upon loss or theft of the key; and
  - e) be provided with a case or mini bag for storage of the smart key.
- 7.4.2.8 **Remote Access Management System**
- 7.4.2.8.1 The successful bidder shall be responsible for the **setup and configuration** of the Management System that shall:
- a) be accessible remotely on a 24-hour, 7 days a week basis for the duration of the contract period;
  - b) have username and password authentication;
  - c) have a variety of functions namely, setting system code, setting lock ID, transfer blacklist, transfer lost keys, collect report of cleared lost keys, adding new users, collect log events and perform emergency system overrides;
  - d) display activity for commissioned sites via a configurable dashboard and display of commissioned sites;

- e) have date and time stamped entries/alarms logged;
- f) have reporting to include the following information; daily communication LOG, Access reports, Alarm reports, Status data, User login reports and events; and
- g) Be capable of distinguishing between a specified number of geographic areas within eThekweni municipalities area of supply; and
- h) Reporting and event monitoring in accordance with clause 7.4.2.1.16 and clause 7.4.2.1.17.

#### 7.4.2.8.2 **Alarms and Indications**

- a) The system shall be designed to ensure a clear and unambiguous indication of the origin of the alarm signal. The site and sensor (zone number and description) triggered should be clear e.g. 'Electricity Substation', Zone 1 – Switchroom PIR;
- b) Users shall be able to add a text label to the site and to each sensor 'zone';
- c) Alarm signalling and action relating to safety of life shall be given priority;
- d) When the alarm system is set, all detection and signalling circuits used to transmit an alarm condition shall be monitored for faults other than those equivalent to an alarm;
- e) The system shall be self-diagnostic such that if a fault occurs in the communication or part of the alarms system which would prevent the transmission of any alarm condition, an alarm or fault condition shall be generated at the monitoring centre;
- f) The dedicated controllers at the monitoring control room (MCR) shall be able to view and respond to alarms;
- g) The alarm condition generated by a detector shall be sustained for a configurable duration;
- h) Depending on the site the alarm system is installed, it shall be possible to specify the information to be transmitted and the action to be taken on the receipt of alarm, fault, test or other signals as per the ACIA system operating logic in accordance with clause 7.4.3; and
- i) The alarm system shall be able to show alarm status indications both locally (on-site) and remotely (at the MCR) in accordance with clause 7.4.2.1.16 and clause 7.4.2.1.17.

### 7.4.3 **ACIA system operating logic**

7.4.3.1 Figure 1 below illustrates the interaction between the system components.

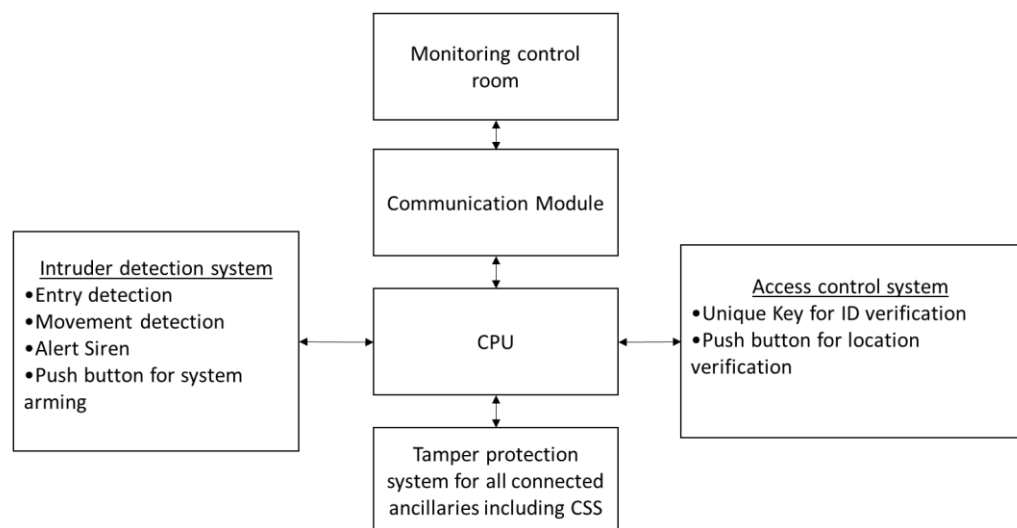


Figure 1 – System component integration

#### 7.4.3.2 **Access control Logic (authorised entry to a substation)**

The ACIA system shall be designed to operate with the access control logic detailed below:

- a) Authorised Electricity Personnel (AEP) to arrive on site.
- b) AEP inserts user key into key slot.
- c) Substation door controller verifies key and upon positive key verification, the AEP shall be granted access.
- d) Positive user key verification – the user key RFID is checked against data base of authorised users to enter the substation. If user key is in the database, then access is granted, substation door controller issues alarm deactivation signal to the CPU.
- e) Access is denied if users key RFID is not registered in the database, AEP to contact MV control room.
- f) The MCR shall receive all alarms and shall reset the alarm conditions via the management system were necessary.



Figure 2 depicts a flow chart of the access control logic.

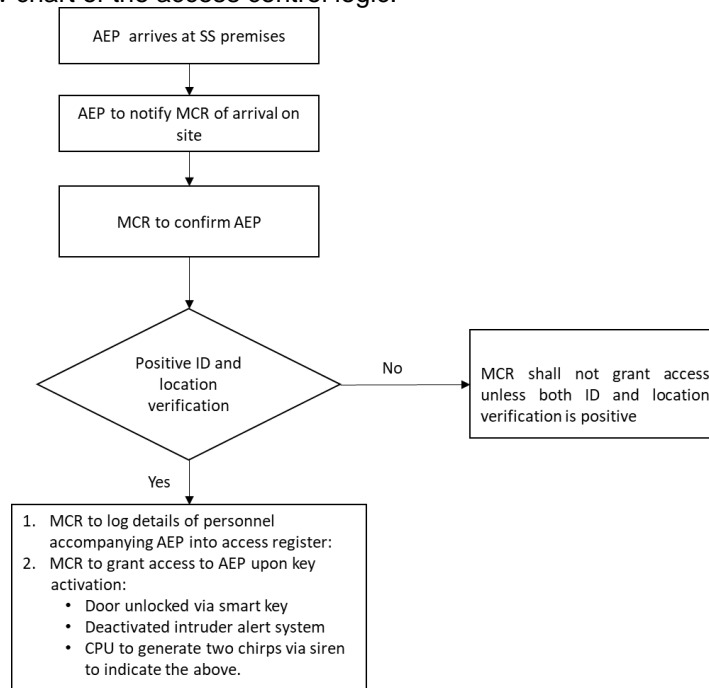


Figure 2 – Access control logic

#### 7.4.3.3 Forced entry Logic (movement within or entry to DSS while intruder alert system armed)

The ACIA system shall be designed to operate with the forced entry logic detailed below:

- a) Alarm activated (PIR/Door Controller/Tamper Protection).
- b) CPU to send unauthorised entry alarm to the MCR. The alarm signal shall indicate the zone/s that was/were activated. The EMD MCR shall then request for Armed Response (AR) to attend to the scene.
- c) AR to arrive on site and undertake visual inspection external to the DSS for evidence of forced entry.
- d) If forced entry evidence exists, AR shall contact relevant authorities and shall apprehend the suspect if possible. AR shall report all findings to the MCR and shall request AEP to attend to the site to carry out an inspection.
- e) If no evidence of forced entry exists, AR shall report to the EMD MCR. All AR personnel shall not be authorised to enter the EMD DSS. EMD MCR shall determine if a visual inspection is necessary and may contact the bidder to investigate potential maloperation of the ACIA system.
- f) If the suspect/s is/are present, AR shall contact the relevant authorities and apprehend the suspect if possible. AR to report all findings to the MCR.
- g) If the alarm is deemed as a false alarm, AR shall report accordingly to the MCR. The MCR shall log all false alarm cases. If more than two false alarm cases are received from the same DSS, The MCR shall dispatch a technical team to test the respective system.

Figure 3 depicts a process flow chart for the forced entry logic.

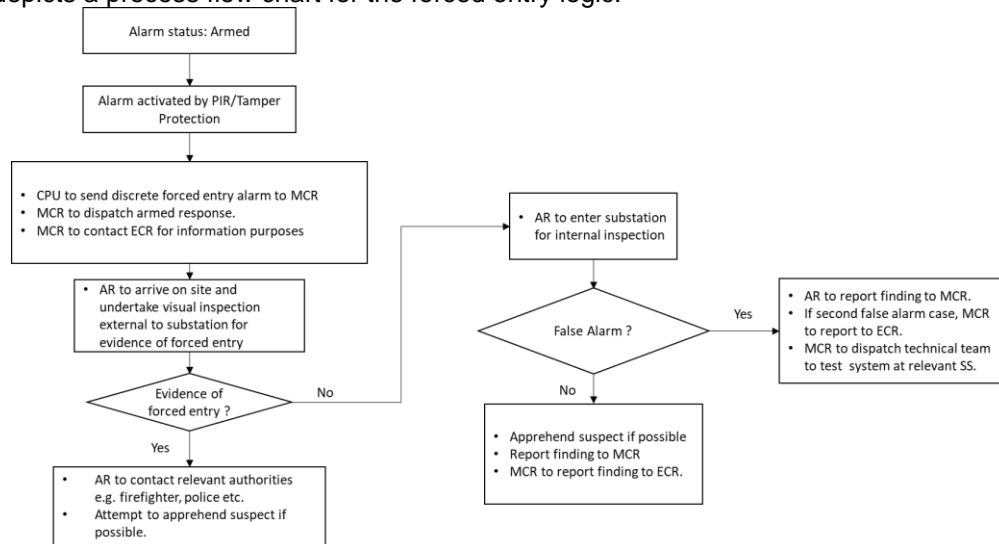


Figure 3 – Forced entry logic

#### 7.4.3.4 ACIA system arming logic

The ACIA system shall be armed utilising the following logic:

- AEP ready to leave substation.
- AEP to ensure all entry points are secure except for the main entry point.
- AEP to close substation door, substation door controller to send signal to CPU to activate ACIA system.
- CPU to use the binary logic input of the substation door status (closed) “AND” PIR sensor to determine if the ACIA system can be armed.
- If an open access point exists or if there is a person inside the substation, CPU to generate 3 beeps to indicate open access point or evidence of personnel inside the substation.
- If all access points are confirmed as secure by the CPU, the CPU shall generate 1 long beep to indicate that the intruder alert system shall be activated after 30 seconds.
- The CPU shall generate 1 short beep for every second that passes by during the countdown to activation.
- Once the countdown has ended, the CPU shall generate a chirp via the siren to indicate that the intruder alert system has been armed successfully. AEP to wait for one “Chirp” to confirm that ACIA system has been armed before vacating site.
- The CPU shall store transaction and ACIA status and send information to MCR.

Figure 4 below depicts the process flow for activation of the intruder alert system.

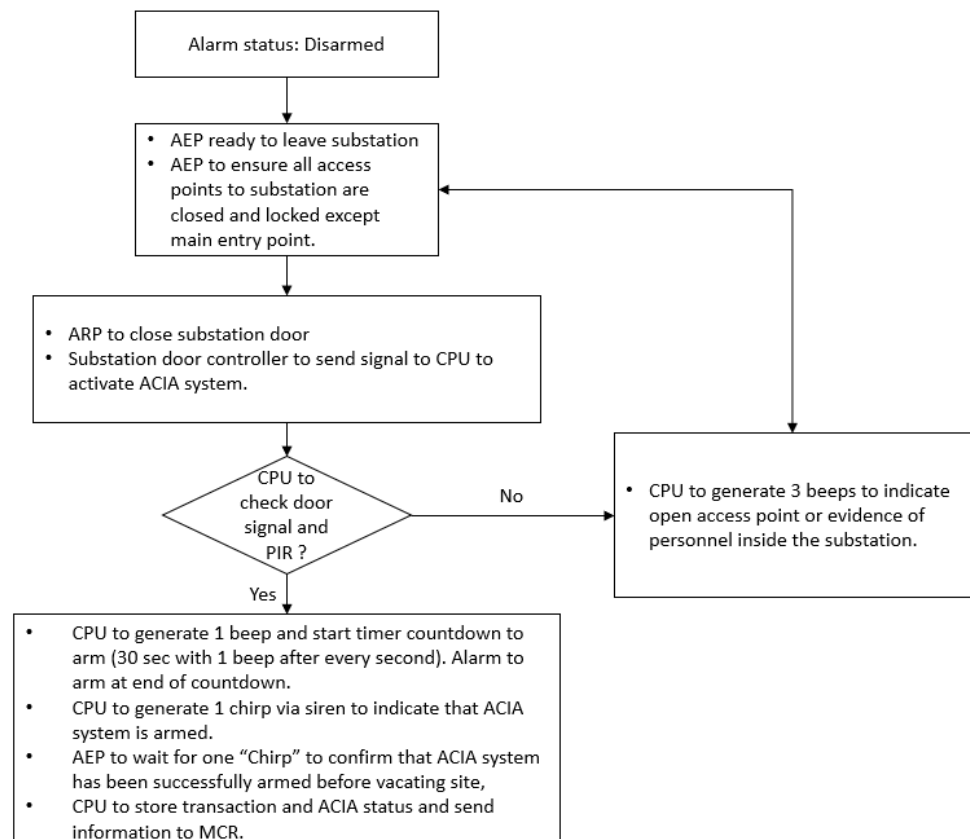


Figure 4 – Arming the intruder alert system

#### 7.4.3.5 Tamper protection logic

- The CPU shall continuously monitor all connected ancillaries for the purposes of tamper protection. This shall hold true irrespective of the intruder alert system status (armed or disarmed).
- If tampering is detected, the CPU shall check the intruder alert system status. If the intruder alert system was armed during the tamper protection detection, step (b) from Clause 7.4.3.3 shall be followed.
- If there was no authorised entry to the DSS and the intruder alert system was unarmed, the MCR shall dispatch AR to respond to the DSS to undertake an internal inspection.
- Upon entering the DSS, AR shall report all findings to the MCR.
- If there are signs of tampering **present**, the MCR shall report transaction details of last AEP to enter the DSS. The MCR shall then dispatch the successful bidder's technical team to the DSS to rectify all faults and test the system. The successful bidder shall make provision for a standby team to attend to faults and/or repairs due to vandalism/theft of the ACIA system.
- If no signs of tampering are present, the MCR shall then dispatch the successful bidder's technical team to the DSS to inspect/assess and rectify all faults/maloperations and re-test the system. On completion of the inspection/assessment, a written report shall be provided to the MCR detailing the cause of faults/maloperation or ACIA system failure.
- The management system shall flag persons not permitted to enter the DSS and log failed entries.

Figure 5 below depicts the tamper protection logic sequence.

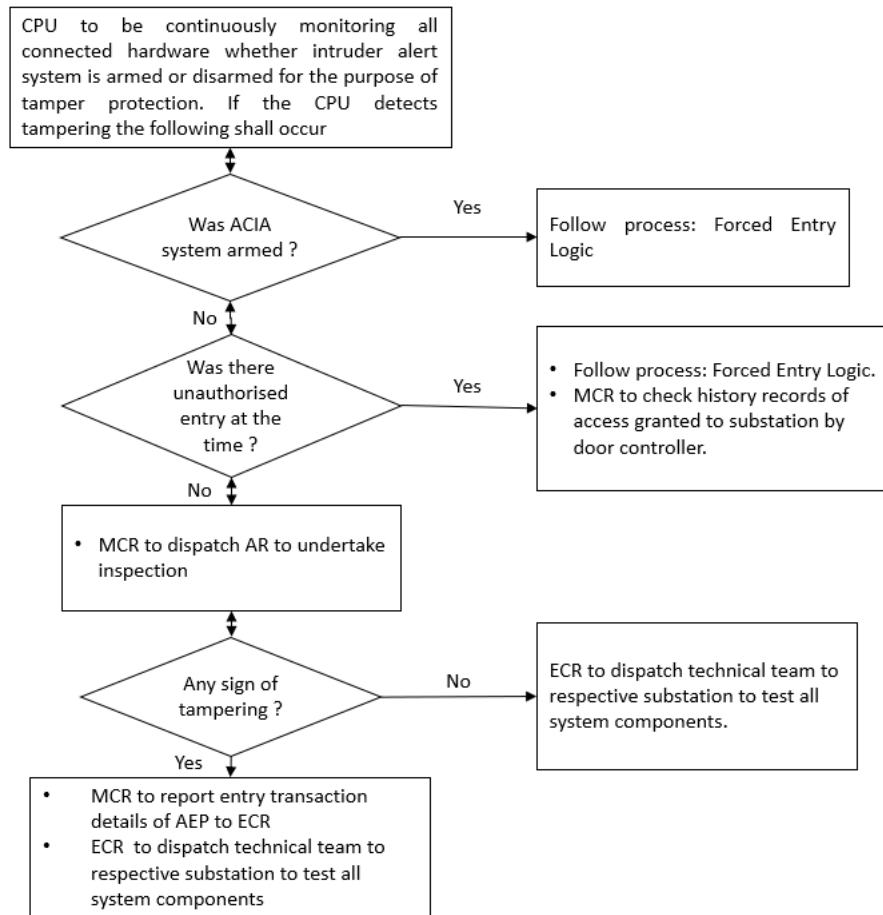


Figure 5 –Tamper protection logic sequence

#### 7.4.3.6 Power failure logic

- The CPU shall continuously monitor the AC and DC power supplies of the power unit.
- When an AC supply failure is detected, the system shall continue to operate as normal under the back-up power supply.
- The CPU shall send an alarm and notify the MCR of the AC supply failure. The MCR shall notify the ECR and dispatch the successful bidder technical team to investigate.
- Until the AC supply failure is resolved, the CPU shall monitor the battery life and send an alarm to the MCR when battery life is less than 50 %.

Figure 6 below depicts the power supply failure logic sequence.

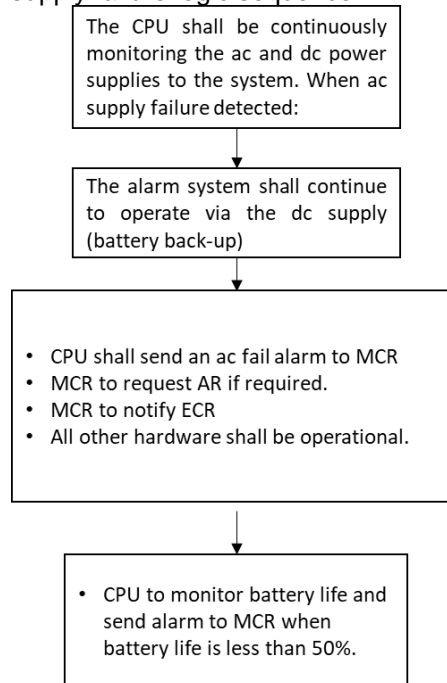


Figure 6 – Power supply failure

#### **7.4.4 TECHNICAL REQUIREMENTS FOR THE INSTALLATION OF THE ACCESS CONTROL AND INTRUDER ALERT (ACIA) SYSTEM**

- 7.4.4.1 The bidder for the ACIA system shall be fully accredited and registered with the Private Security Industry Regulating Authority (PSIRA) and shall provide proof of such at the time of tender closing. All hardware and software installed for the purposes of this contract shall be the property of EMD and shall not be removed or decommissioned at the end of the contract period. The EMD intends on utilising the installed systems for future monitoring and maintenance contracts. All systems installed shall therefore not consist of any proprietary hardware/software.
- 7.4.4.2 All technical/hardware/software issues experienced with installed systems shall be rectified within one week of notification.
- 7.4.4.3 The equipment shall be designed to facilitate inspection, cleaning, repair, and replacement.
- 7.4.4.4 The design shall incorporate every reasonable precaution and provision for the safety with respect to operation, maintenance, and repair of the equipment.
- 7.4.4.5 The equipment shall be designed to minimize the risk of fire, and care shall be taken during installation that no additional fire hazard is introduced onto the site of the equipment.
- 7.4.4.6 The equipment offered shall have a useful life of at least 10 years continuous operation. It is expected to function to the requirements of this specification for at least 10 years without any restriction or degradation.
- 7.4.4.7 The equipment shall comply with the relevant SANS, British or IEC standards. If the equipment offered is designed and/or manufactured to other standard, this shall be clearly stated in the bid.
- 7.4.4.8 The successful bidder shall agree to be trained to work independently in a substation environment and attend the "Safety Rules" course and "Entry into Substations" course offered by EMD. Furthermore, the bidder shall agree to bear all costs in this regard.
- 7.4.4.9 All electrical connections shall be able to carry continuously the full load current without undue heating.
- 7.4.4.10 Printed circuit board (PCB) substrate shall be glass fibre, at least 1.5 mm thick. PCBs shall be tinned and varnished, with no wire links and carry printed component identification. PCBs shall be protected against corrosion and shall not promote or permit the growth of fungi. Edge connectors should be two-part high-quality plug/socket sets. Any component of mass greater than 20 g mounted on a circuit board shall be supported independently of its connections, or have connections specially designed to serve as mountings.
- 7.4.4.11 Mains powered equipment shall be suitable protected against supply variations and surges on the supply. Normal operation must not be affected by variations and surges of the duration and magnitude to be expected on a low voltage electricity supply as per relevant South African national Standards.

- 7.4.4.12 Suitable surge and lightning protection shall be provided for all external connections of the equipment. This bidder shall describe the method of protection and the point of application, and tests carried out to confirm the effectiveness of the protection.
- 7.4.4.13 The equipment shall be protected against radio frequency interference. In particular no malfunction will be caused by operation of a VHF or UHF transmitter emitting 5 W at 0.5 m from any item equipment.
- 7.4.4.14 Aluminium and aluminium alloys shall be of approved purity and composition in accordance with the requirements of SANS 992:2008.
- 7.4.4.15 Materials that may, under the influence of heat, light or pressure, decompose or liberate compounds that corrode or otherwise affect other materials in contact with them must be avoided.
- 7.4.4.16 All installed devices and cabinets will be exposed to harsh substation and environment factors and shall conform to the minimum Ingress protection rating of IP 65 of SANS 60529.
- 7.4.4.17 The installation of the system as specified in this document shall be undertaken in accordance with the provisions of SANS 10142-1.
- 7.4.4.18 The wires and conductors to be used to integrate the access control and intruder alert system shall comply with the electrical and mechanical requirements of the system hardware. The material of the conductors and insulation shall withstand the operating conditions detailed in Table 2.
- 7.4.4.19 Wiring shall be protected against damage and interference. Where Electromagnetic (EM) interference in the system may be expected, screening shall be used.
- 7.4.4.20 All wiring shall be adequately supported by one of the following means:
  - a) In conduit fixed at suitable intervals; or
  - b) In trunking or cables trays with suitable fastenings; or
  - c) In the case of rigid shielded cable, by suitable fixings at intervals not exceeding 500 mm.
- 7.4.4.21 There shall be no joints in the wired connections between the CPU and auxiliary components.
- 7.4.4.22 All components shall be securely mounted at a suitable height in such a position to allow access for maintenance but to discourage tampering.
- 7.4.4.23 The CPU and communications module shall be installed inside a suitable enclosure manufactured from 316 grade stainless steel. The sheet metal utilised to manufacture the enclosure shall be at least 0,5 mm thick. The CPU enclosure shall be mounted at the position stated in this specification, with 4 x expansion M8 bolts. The enclosure cover shall be secured via a suitable hinge and lock system. The keys shall be kept in the possession of the MCR. All enclosures shall have a common key.
- 7.4.4.24 The enclosure shall also consist of a 20 mm knock-out for a glanding a 20 mm conduit. This knock-out will be utilised when gaining entry to the CPU printed circuit board (PCB) terminals for wiring of the tamper detection features.
- 7.4.4.25 Approval of the enclosure design shall be undertaken during the demonstration stage of the evaluation process.
- 7.4.4.26 All PIRs shall be mounted to either the ceiling or the wall with an extension arm such that no vermin (ants, cockroaches, and geckos) trigger false alarms.
- 7.4.4.27 A panic button shall be installed for the purpose, when pushed in, it will alert the MCR of distress signal.

#### **7.4.5 TECHNICAL REQUIREMENTS FOR THE DESIGN, MANUFACTURE, SUPPLY, DELIVERY, OFF-LOADING AND INSTALLATION OF STEEL DISTRIBUTOR SUBSTATION DOORS**

- 7.4.5.1 The successful Tenderer shall:
  - a) be contacted, by the employer's agent, on an "as-and-when" basis to design, manufacture, supply, deliver, off-load and install steel distributor substation doors at any distributor substation identified within the eThekweni Municipality area of supply;
  - b) undertake on-site "as-built" measurements of the doorway opening(s) for the applicable distributor substation layout configuration detailed in **ANNEXURE A** and **B** of this Tender document;
  - c) design and manufacture new steel substation door(s) based on the on-site "as-built" measurements, in accordance with the technical specification detailed in clauses 7.4.5.
  - d) Removal of the existing steel or wooden substations door(s) from the applicable distributor substation; and
  - e) Installation of the new steel substation door(s) at the applicable distributor substation; and
  - f) Loading, transporting and disposal (if required) of the existing steel or wooden substation doors(s) in accordance with the **National Environmental Management Waste Act (NEMWA, 59 of 2008)** and its amendments.

#### **7.4.5.2 General requirements for Hot Dipped Galvanised (HDG) steel doors, frames, and panels**

- 7.4.5.2.1 The steel doors, frames and panelling shall be manufactured from mild steel.
- 7.4.5.2.2 The welding of joints shall comply with the requirements of SANS 1129: 2008 clause 3.5.

- 7.4.5.2.3 All metal fabrication (cutting, welding, drilling etc.) shall be completed prior to hot-dip galvanising.
- 7.4.5.2.4 The steel doors, frames and panelling shall be HDG to comply with the requirements of SANS 121. The zinc coating shall be a minimum of 55 µm thick.
- 7.4.5.2.5 Each steel door and frame shall consist of a M6 x 25 mm HDG stud to make provision for an earth connection.
- 7.4.5.2.6 Each steel door shall be supplied with a minimum of 2,5 mm<sup>2</sup> flexible tinned copper braid which shall be lugged on both sides. The earth braid shall be bolted to the door earth connection stud post installation.
- 7.4.5.2.7 The earth braid shall be long enough to allow the door to open over a 180° range.
- 7.4.5.2.8 The minimum warranty period of the steel substation room doors shall be 10 years.
- 7.4.5.2.9 Delivery and installation of steel doors shall be included for every site. This cost shall be amortised into the bid price and no separate or additional pricing to that on the bid form shall be accepted.
- 7.4.5.3 Steel Substation Switch Room Double Door (Please refer to Annexure B1)**
- 7.4.5.3.1 The door and frame shall be manufactured from 3 mm steel plate. All doors are to be Hot Dipped Galvanized (HDG) in accordance with ISO 1461 for heavy duty applications.
- 7.4.5.3.2 The steel door shall be framed by a 32 x 32 mm square tube reinforcing.
- 7.4.5.3.3 Handles shall be welded to all doors.
- 7.4.5.3.4 The steel door hinges shall open through 180° and must be of solid construction.
- 7.4.5.3.5 The steel doors shall be manufactured from 1,2 mm thick steel slats.
- 7.4.5.3.6 Each steel door shall have 2 x (120 mm) male barrel hinges. Drainage holes shall be provided.
- 7.4.5.3.7 All doors shall be fitted with two 760mm upper locking bolts at the top and two 300mm floor locking barrel bolt. The barrel bolt design shall be in accordance with detail "D" in Annexure B1.
- 7.4.5.3.8 The bottom pin of the 4-point locking mechanism shall be in accordance with detail "B1". A 20mm diameter galvanised steel pipe of length 100mm and wall thickness of 3mm shall be supplied accept the floor locking bolt of the 4-point locking mechanism when in the closed position. This pipe shall be embedded into the concrete floor of the building.
- 7.4.5.3.9 There shall be two eyes provided for open door retainers. The eyes shall be fitted with 3mm stainless steel wire and the length to be determined on site. Both ends of each wire shall be fitted with a suitable HDG shackle/Thimble combination.
- 7.4.5.3.10 The corresponding anchoring point for the door retainer in wall shall be a M10 x 60 stainless steel (304) double clip anchor hook/bolt.
- 7.4.5.3.11 The substation door frame nuts shall be recessed into wall and plastered smooth and planted white after the doors are installed.
- 7.4.5.3.12 The hole for the door locking bolt shall be drilled in an L shape to allow for dirt to escape. See detail D as per Annexure "B1".
- 7.4.5.3.13 In the closed position, the top locking bolt shall not protrude beyond the door frame into the Lintel.
- 7.4.5.3.14 All the doors are to be approved by the relevant Energy Management official, and any door deemed to be of poor quality shall be rejected.
- 7.4.5.3.15 The door hinges to be concealed with a protective structure type.
- 7.4.5.3.16 All gaps between doors and frames must be 3 and 5mm.
- 7.4.5.3.17 The leading door in the case of double doors must have a protective strip to cover gap between leaves.
- 7.4.5.3.18 The steel doors shall be designed to prevent the entry of dust, vermin, or weather elements in and around the frame and center seal.
- 7.4.5.3.19 The steel door shall have 80 mm wide weather strip attached to the door, to prevent driving rain and drips.
- 7.4.5.3.20 The steel door shall have a 30 x 5 mm thick overlap strip to mask gaps at the leading edge of steel door leaves.
- 7.4.5.3.21 The steel door shall have 35 x 5 flat bar padlock lugs with 15 mm pre-drilled holes for padlocks.
- 7.4.5.3.22 The steel door shall be fitted with a single padlock enclosure and shall be installed 750 mm from the top of the door in accordance with Detail 'B' in Annexure "B1".
- 7.4.5.3.23 The steel door padlock and locking handle enclosure perforated plate shall have a thickness of 3 mm.
- 7.4.5.3.24 All fabrication shall be done prior to hot dip galvanising. No welding shall be done on site
- 7.4.5.3.25 The steel door signage mounting plate shall be 1800 mm from the bottom of the steel door.
- 7.4.5.3.26 The steel door shall have 2 x (300 x 210 x 1,6 mm) thick HDG signage mounting plate. The signage mounting holes shall be pre-drilled with 2 x (ø 4 mm).
- 7.4.5.3.27 The intelligent door lock shall be centrally mounted on the substation door and shall be multipoint driven by a controller with the following features:
- a) Access control to the enclosure using a smart key. Individual access criteria configured for each user/door as per clause 7.4.1.1.(d).



- b) Electronic override externally powered smart bypass (Backdoor)
- c) Communication options - GPRS, PLC, RS485 and 433mHz on board, i.e., communication between substation door and ACIA system.
- d) Integration with other branded access control systems
- e) Battery back-up to 24 hrs minimum.

NB: A multipoint locking mechanism refers to a locking system that engages at multiple points along the door's edge, usually at the top, middle, and bottom. The controller shall be activated once an input signal is received by the smart key.

- 7.4.5.3.28 Passive door to be secured with high security sliding locking mechanism able to be padlocked.
- 7.4.5.3.29 Electronic keyway system must operate off existing Mechatronics platform.
- 7.4.5.3.30 Doors shall be locked/unlocked using a key with its integrated battery, the key shall provide power to the lock and be able to lock/unlock the door depending on the level of authorization. It shall be configured by software and be able to collect events from locking/unlocking the door.
- 7.4.5.3.31 The steel substation switch room door shall have a clear opening of 1600mm wide x 2400mm height.
- 7.4.5.4 **Steel Substation Transformer Room Double Door (Please refer to Annexure B2)**
  - 7.4.5.4.1 The transformer room door shall be designed and manufactured in accordance with clauses 7.4.5.3.1 to 7.4.3.30 as detailed in the drawing in Annexure "B2"
  - 7.4.5.4.2 The transformer room door shall have a clear opening of 2000mm wide x 2400mm height.
  - 7.4.5.4.3 The external sections of the doors shall be fitted with 9 × 1,6 mm thick louvres as per "**front (external) view of door and door frame**" and meshed with 30 × 10 × 1,6 mm hot dipped galvanised wire mesh or similar (not gauze).
  - 7.4.5.4.4 The height of the louvres and internal HDG wire mesh or similar from floor level shall be 900 mm.
  - 7.4.5.4.5 The steel door low voltage (LV) sketch plate holder shall be welded onto the steel door before galvanising. This shall conform to "**rear (internal) view of door**".
  - 7.4.5.4.6 The intelligent door lock shall be centrally mounted on the substation door and must be multipoint driven by a controller in accordance with the features highlighted in clause 7.4.5.3.27(a-e).
- 7.4.5.5 **Steel Substation Meter Room Single Door (Please refer to Annexure B3)**
  - 7.4.5.5.1 The steel substation meter room door shall be designed and manufactured in accordance with clauses 7.4.5.3.1 to 7.4.3.30 as detailed in the drawing in Annexure "B3"
  - 7.4.5.5.2 The substation door shall have a clear opening of 1000mm wide x 2400mm height.
  - 7.4.5.5.3 If the door is required to open in the opposite direction, the complete construction shall be mirrored.
  - 7.4.5.5.4 The intelligent door lock shall be centrally mounted on the substation door and must be multipoint driven by a controller in accordance with the features highlighted in clause 7.4.5.3.27(a-e).
- 7.4.5.6 **The Steel Door Frame (Please refer to Annexure B)**
  - 7.4.5.6.1 The thickness of all steel door frame members shall be 3 mm unless otherwise stated.
  - 7.4.5.6.2 The steel door frame shall have 25 mm rebate between the door and the door frame to accommodate hinges.
  - 7.4.5.6.3 The steel door frame shall have a width of 150 mm on the upper horizontal and both vertical members.
  - 7.4.5.6.4 The steel door frame lower horizontal member shall be manufactured from 40 × 100 × 6 mm angle iron.
  - 7.4.5.6.5 The steel door frame mounting holes shall be able to accommodate M12 HDG carriage bolts. The distance from the edge of the frame to the mounting hole shall be 30 mm.
  - 7.4.5.6.6 The steel door frames mounting hole from the bottom of angle iron to the first mounting hole shall have a dimension of 200 mm.
  - 7.4.5.6.7 The steel door frame shall have a minimum of five mounting holes on the vertical members. The upper horizontal member shall have a minimum of three mounting holes for single doors and a minimum of five for double doors.
  - 7.4.5.6.8 The manufacturer's name tag shall be pop rivetted onto the upper horizontal member of the door frame.
  - 7.4.5.6.9 The steel door frame shall have one anti-door lift stopper per door. The stoppers shall have the following dimensions:  
Height - 40 mm

Width - 70 mm

Length - 200 mm

- 7.4.5.6.10 The steel door frame anti-door lift stopper shall be affixed to the steel door frame using two M8 HDG carriage bolts, nuts, and washers.
- 7.4.5.6.11 The steel door frame nuts shall be recessed into the wall (on the internal side of the steel door frame), plastered smoothly, and painted white after doors are installed.
- 7.4.5.6.12 The steel door frame shall be fitted with two female leaf barrel hinges.
- 7.4.5.6.13 The steel door frame internal dimension between vertical and horizontal members shall be measured per site, for a new substation or retrofitting to an existing substation.

#### **7.4.5.7 Specific requirements for the HDG steel panelling per square millimeter (mm<sup>2</sup>)**

- 7.4.5.7.1 The steel additional paneling and frame shall be required where retrofitting into spaces that are larger than the standard steel doors size.
- 7.4.5.7.2 The steel panelling shall be hot-dipped galvanised and calculated and costed per square millimeter.
- 7.4.5.7.3 Steel paneling shall be manufactured from 1,2 mm thick steel slats.
- 7.4.5.7.4 The steel additional paneling and frame dimensions shall be taken per site.
- 7.4.5.7.5 The minimum warranty period of the steel paneling shall be 10 years.

### **7.5 Typical DSS layouts and locations of equipment siting**

- 7.5.1 Annexure A contains the typical layouts of EE DSSs. This shall also be used as a guide for bidders to estimate the quantity of materials required to formulate their pricing structures.
- 7.5.2 There are three typical layouts:
  - a) Layout 1: Medium Voltage (MV) switch room and meter room.
  - b) Layout 2: MV switch room, meter room and transformer bay; and
  - c) Layout 3: MV switch room, meter room and two transformer bays.
- 7.5.3 Bidders shall note that there may be cases whereby the building construction differs slightly from the drawings provided and shall make provisions for these exceptions when pricing.

#### **7.5.4 Layout 1**

- 7.5.4.1 Layout 1 consist of the following:

- a) 1 double opening door and 2 single opening doors; and
- b) 2 rooms.

#### **7.5.4.2 Sitting of components**

Components shall be installed as per the instructions below and the drawing contained in Annexure A1.

#### **7.5.4.3 MV switchgear room**

- a) All doors shall be replaced with protected door type as detailed in clause **7.4.5**.
- b) The CPU shall be mounted to the left (facing the building from the outside) of D4 1500mm above the floor and 300mm to the right of the light switch.
- c) The MV switch room shall consist of 2 PIR's which shall be mounted on the left (facing the building) rear wall of the room, and which shall be angled to face the doors. The second PIR shall be mounted on the right (facing the building) front wall of the room.

#### **7.5.4.4 Meter room**

- a) The door shall be replaced with protected door type as detailed in clause 7.4.5.
- b) The meter room shall consist of 1 PIR sensor which shall be mounted near the rear wall of the room and which shall face the door.

#### **7.5.5 Layout 2**

- 7.5.5.1 Layout 2 consists of the following:

- a) 2 double opening doors and 2 single opening doors; and
- b) 3 rooms.

#### **7.5.5.2 Sitting of components**

Components shall be installed as per the instructions below and the drawing contained in Annexure A2.

#### 7.5.5.3 MV switchgear room

- a) All doors shall be replaced with protected door type as detailed in clause 7.4.5
- b) The CPU shall be mounted to the left (facing the building from the outside) of D4 1500mm above the floor and 300mm to the right (facing the light switch) of the light switch.
- c) The MV switch room shall consist of 2 PIR's which shall be mounted on the left (facing the building) rear wall of the room, and which shall be angled to face the doors. The second PIR shall be mounted on the right (facing the building) front wall of the room.

#### 7.5.5.4 Meter room

- a) The door shall be replaced with protected door type as detailed in clause 7.4.5.
- b) The meter room shall consist of 1 PIR which shall be mounted near the rear wall of the room and which shall face the door.

#### 7.5.5.5 Transformer Bay

- a) The door shall be replaced with protected door type as detailed in clause 7.4.5.
- b) The meter room shall consist of 1 PIR which shall be mounted near the rear wall of the room and which shall face the door.

#### 7.5.6 Layout 3

##### 7.5.6.1 Layout 3 consists of the following:

- a) 3 double opening doors and 2 single opening doors; and
- b) 3 rooms with one of the rooms being sub-divided partially by a brick wall

##### 7.5.6.2 Sitting of components

Components shall be installed as per the instructions below and the drawing contained in Annexure A3.

#### 7.5.6.3 MV switchgear room

- a) All doors shall be replaced with protected door type as detailed in clause 7.4.5
- b) The CPU shall be mounted to the left (facing the building from the outside) of D4 1500mm above the floor and 300mm to the right (facing the light switch) of the light switch.
- c) The MV switch room shall consist of 2 PIR's which shall be mounted on the left (facing the building) rear wall of the room, and which shall be angled to face the doors. The second PIR shall be mounted on the right (facing the building) front wall of the room.

#### 7.5.6.4 Meter room

- a) The door shall be replaced with protected door type as detailed in clause 7.4.5.
- b) The meter room shall consist of 1 PIR which shall be mounted near the rear wall of the room and which shall face the door.

#### 7.5.6.5 Transformer bay 1 and 2

- a) The doors shall be replaced with protected door type as detailed in clause 7.4.5.
- b) The meter room shall consist of 1 PIR which shall be mounted near the rear wall of the room and which shall face the door.

### 7.6 Commissioning – end to end testing and certification

- 7.6.1 Each completed installation shall be tested by the bidder to ensure all features of the system are operational, this includes but not limited to transmissions and reception of signals between MCR and ACIA system at the respective substations (The successful bidder shall be responsible for this). The dedicated team (comprise of both EMD and the bidders personnel) shall be assigned to confirm communication on the ACIA management system and thereafter display the commissioned site visually on the ACIA dashboard.
- 7.6.2 The team on site shall complete a pre-task risk assessment before any work is carried out.
- 7.6.3 The bidder shall hand over a signed test certificated, a full set of drawings and operating manuals to the AEP upon completion. The AEP will sign-off the invoice once he/she is satisfied with the installation.
- 7.6.4 The Bidder shall provide a Company Representative to oversee the work done and sign off the Handover Sheet. The minimum requirement for the Company Representative is competency for entry

into substations and successful completion of eThekweni Electricity's Safety Rules Course. EThekweni Electricity personnel shall liaise directly with this representation for all project management functions. The full curriculum vitae of the Company Representative shall be attached in the offer document.

**7.6.5. Professional Responsibility**

- a. Although the work may be scrutinised by qualified personnel of eThekweni Electricity, this will in no way relieve the Bidder of its professional responsibility for the proper and prompt execution of the duties.
- b. The Bidder shall ensure that all site personnel are equipped with the correct Personal Protective Equipment (PPE), as prescribed in eThekweni Electricity's PPE schedule. This includes at least one fire extinguisher at each job site.
- c. The Bidder shall provide all perishable and non-perishable tools and equipment required to carry out the scope of work required.
- d. The Bidder shall ensure that all work undertaken at the various sites is done under the supervision of the Site Representative

**7.7 Maintenance and warranty**

- 7.7.1 The successful bidder shall be responsible for the maintenance of all installed systems. Components which fail within the specified MTBF shall be replaced with new components free of charge.
- 7.7.2 All components that do not have MTBF periods specified shall carry a 3-year guarantee from the date of commissioning.
- 7.7.3 The system installed shall not consist of any proprietary equipment shall be maintainable by any accredited Service Provider.
- 7.7.4 All maintenance manuals, system access and configuration codes shall be handed over to the AEP after every installation.

**7.8 Monitoring and Armed Response**

- 7.8.1 The bidder for **Armed Response and Monitoring (ARM)** shall be fully accredited and registered with the *Private Security Industry Regulatory Authority (PSIRA)* **at the time of tender closing**.
- 7.8.2 The bidder shall provide monitoring and armed response and shall quote accordingly in the Conditions of Contract **C2.2: BILL OF QUANTITIES**. It shall further be noted that bidders who cannot provide armed response services shall not be considered for the purposes of this contract.
- 7.8.3 Armed response is required to respond to every forced entry alarm detection by the ACIA system. Response time shall be less than 15 minutes.
- 7.8.4 The successful bidder shall make provision for a standby team to attend to "call outs" and shall quote accordingly in the Conditions of Contract **C2.2: BILL OF QUANTITIES**. The rates for the standby team shall include associated travelling costs. The vehicles utilised to respond to incidents shall be 4x4 single/double cabs with canopy/roller shutter (or similar type of vehicle).
- 7.8.5 The successful bidder shall be responsible for the monitoring of the ACIA systems on a 24-hour, 7 day a week basis for the duration of the contract period. The alarms and entries shall be logged on a security management system located at the Monitoring Control Centre (MCR). The MCR shall be able to receive GSM signal from the ACIA at the substation.
- 7.8.6 The Armed Response shall comply with the **ACIA system operating logic as per clause 7.4.3**, and shall be responsible to apprehend any suspicious person found at the respective EMD property, and take action as mandated and required in applicable Legislation, and handover perpetrators to SAPS.
- 7.8.7 The Armed Response shall report, respond and conduct a preliminary investigation of the security breach incidents in compliance with the **ACIA system operating logic as per clause 7.4.3**.
- 7.8.7 The successful bidder shall have the facilities to provide such a service. The successful bidder shall quote for this service in **C2.2: BILL OF QUANTITIES**
- 7.8.8 The successful bidder shall be responsible for monitoring and control function as specified in the document. The quality of the security service to be rendered must be in accordance with the acceptable standard of the security industry in terms of PSIRA.
- 7.8.9 The successful bidder will be responsible to perform the verification of AEP personnel before deactivating ACIA system.
- 7.8.10 **Standard Identification and Equipment**  
The Armed Response shall comply with the following standard identification and equipment:

- a. Uniforms with company insignia;
- b. Reflector with company insignia vest;
- c. Bulletproof (where applicable)
- d. Personal protective equipment (PPE) (where applicable);
- e. Company identification cards/tags/disc;
- f. PSIRA card;
- g. Handheld metal detector;
- h. Handcuffs;
- i. Flashlight; and
- j. Firearms;
- k. Marked vehicles with the company insignia.

#### 7.8.11 PSIRA Cards and Identification

The successful bidder/s shall ensure all security officers attending to incidents and/or callouts are provided with a company identification card/disc/tag as prescribed by the EMD with the following information:

- a. A recent colour photo of the relevant security official;
- b. The name of the security official on the identification badge must be visible and legible;
- c. The identity number, PSIRA registration number; and
- d. The name and logo of the service provider;

7.8.11 Failure to provide qualified staff to EMD's satisfaction will terminate the contract.

### 7.9 DEFINING ZONES

7.9.1 Zones shall be defined as highlighted in Table 3 below:

**Table 3: Zone allocations**

Zone	Detectors
1	Switchroom PIR's
2	Switchroom doors controller
3	Switchroom PIR tamper protection
4	Meter room doors controller
5	Meter room PIR
6	Meter room PIR tamper protection
7	Transformer bay 1 door controller
8	Transformer bay 1 PIR
9	Transformer bay 2 door controller
10	Transformer bay 2 PIR
11	Transformer bay PIR tamper protection

#### 7.10. SIGNAGE

7.10.1 The bidder shall also be responsible for the supply, delivery, and installation of signage.

7.10.2 Signage shall be installed at the locations below and as depicted in Annexures A1 to A3 for each of the layouts with 4 6mmx30mm plugs and screws.

##### 7.10.3 Layout 1

- a) Front wall: Signage to be mounted on the building wall centrally between D2 and D4 and between D2 and D1. The bottom edge of the sign boards shall be 1500 mm above ground.
- b) Lateral walls: Signage to be mounted centrally on both lateral walls. The bottom edge of the sign boards shall be 1500 mm above ground.
- c) Rear wall: Signage to be mounted centrally rear wall. The bottom edge of the sign board shall be 1500 mm above ground.

##### 7.10.4 Layout 2

- a) Front wall: Signage to be mounted on the building wall centrally between D2 and D4 and between D1 and D3. The bottom edge of the sign boards shall be 1500 mm above ground.

- b) Lateral walls: Signage to be mounted centrally on both lateral walls. The bottom edge of the sign boards shall be 1500 mm above ground.
- c) Rear wall: Signage to be mounted centrally rear wall. The bottom edge of the sign board shall be 1500 mm above ground.

#### 7.10.5 Layout 3

- a) Front wall: Signage to be mounted on the building wall centrally between D2 and D4, between D2 and D3 and between D3 and D3. The bottom edge of the sign boards shall be 1500 mm above ground.
- b) Lateral walls: Signage to be mounted centrally on both lateral walls. The bottom edge of the sign boards shall be 1500 mm above ground.
- c) Rear wall: Signage to be mounted centrally rear wall. The bottom edge of the sign board shall be 1500 mm above ground.

7.10.6 The signage boards shall be manufactured from PVC and shall be at least 3mm thick.

7.10.7 The signage boards shall be white in colour.

7.10.8 The warning text (both English and isiZulu) shall be cut-out from red reflective vinyl. When applied to the sign board, the warning text shall appear as white. Warning text shall be of the Arial font and shall be 120pt in size.

7.10.9 All other text shall be black in colour and shall be vinyl stickers. The text shall be of the Arial font and shall be 60pt in size.

7.10.10 The signage board shall not contain any advertising for the supplier.

7.10.11 The signage board shall have the following dimensions (A3):

- a) Width: 297mm
- b) Length: 420mm

7.10.12 Figure 7 below depicts an example of the signage board. This shall be replicated as close as possible.

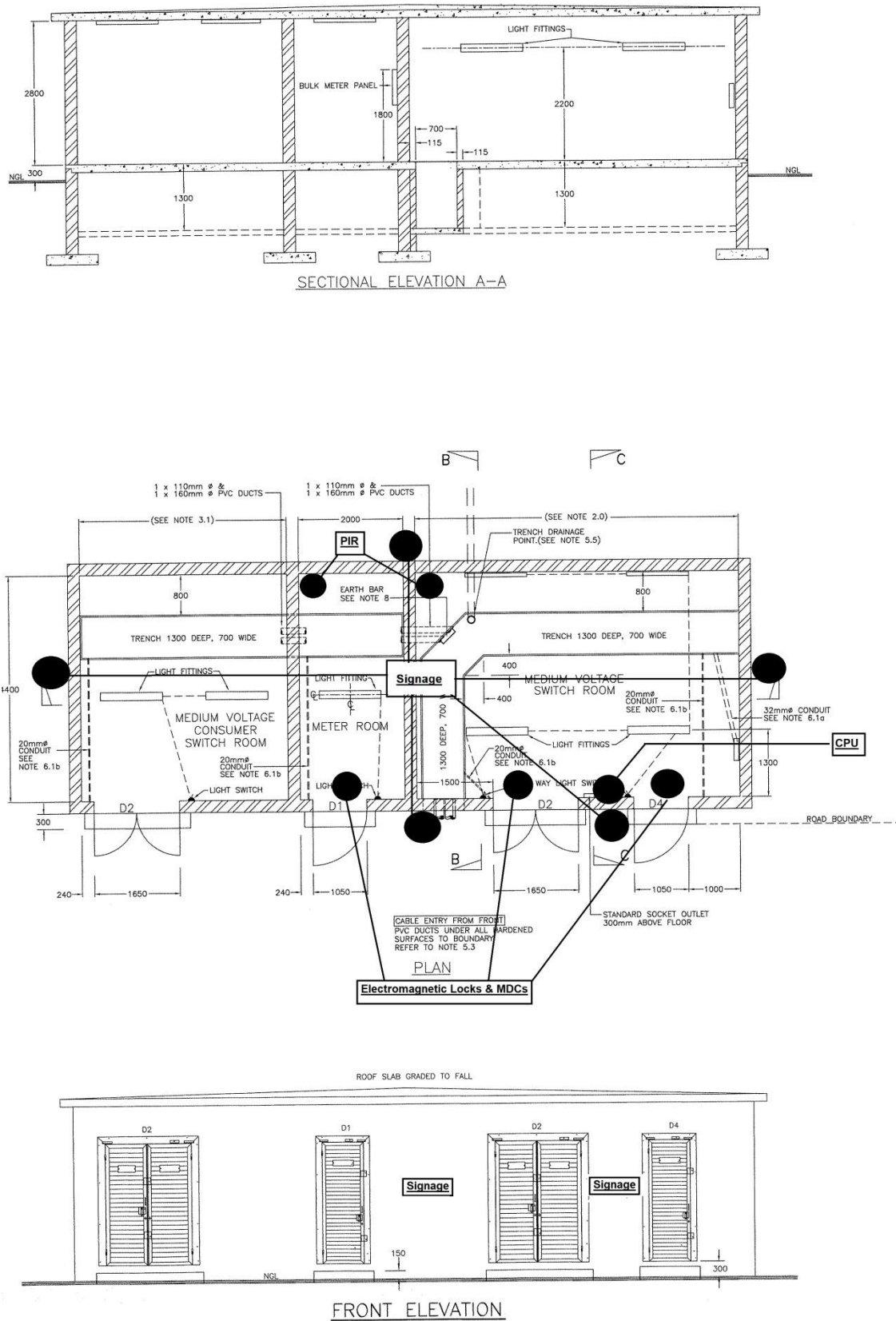


Figure 7: Warning sign



### C3.3: ANNEXURES

#### ANNEXURE A1: EQUIPMENT SITTING LOCATIONS: LAYOUT 1



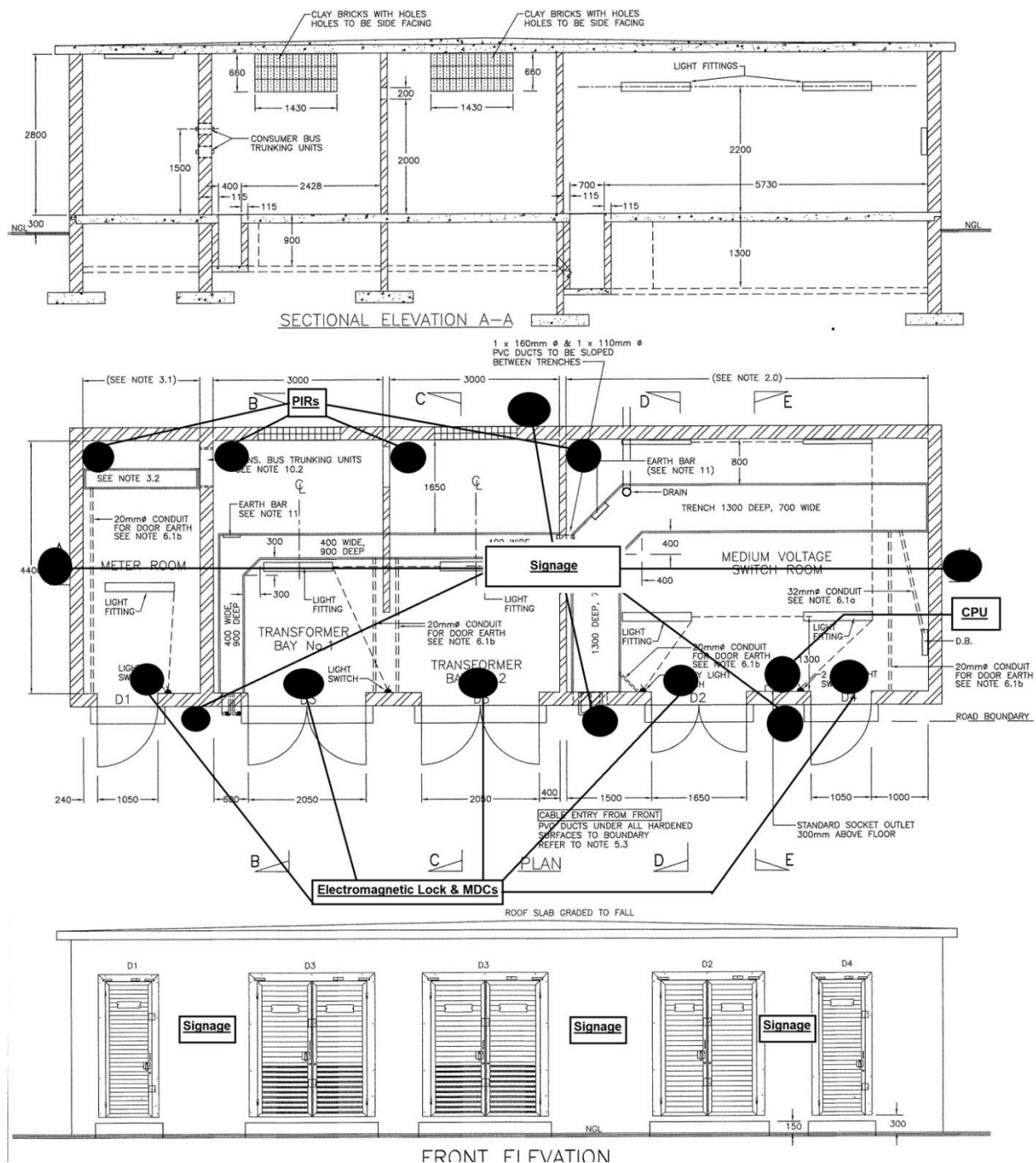


## ANNEXURE A2: EQUIPMENT SITTING LOCATIONS: LAYOUT 2



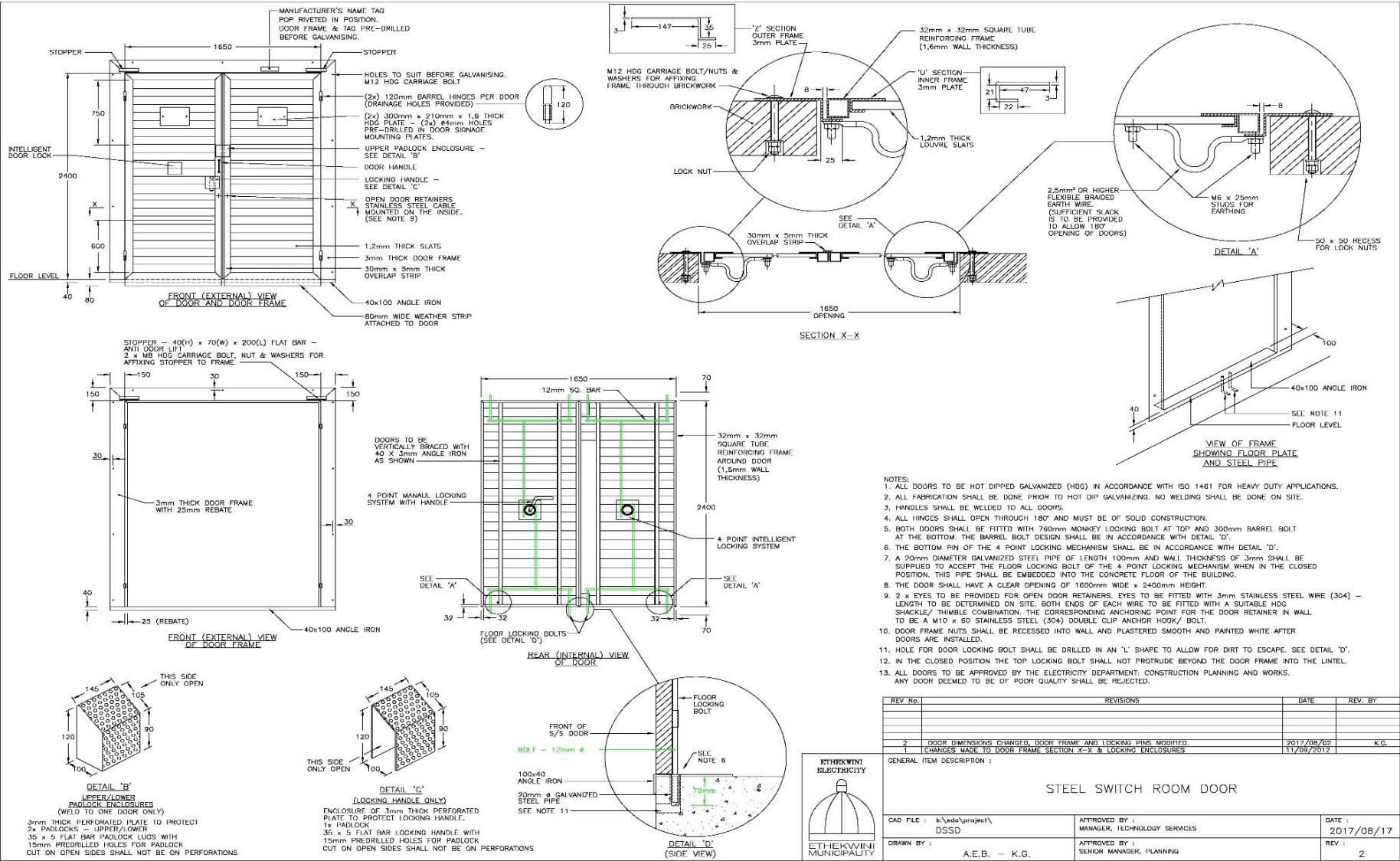
### C3.3: ANNEXURES

#### ANNEXURE A3: EQUIPMENT SITTING LOCATIONS: LAYOUT 3



C3.3: ANNEXURES

ANNEXURE B1: SUBSTATION DOOR DESIGN: STEEL SWITCH ROOM DOOR





## **ANNEXURE B1: SUBSTATION DOOR DESIGN: STEEL TRANSFORMER ROOM DOOR**



### **ANNEXURE B3: SUBSTATION DOOR DESIGN: STEEL METER ROOM DOOR**

